



CHHATTISGARH STATE POWER TRANSMISSION CO. LTD.

(A successor Co. of CSEB) (A CG Govt. undertaking)

OFFICE OF THE CHIEF ENGINEER (S&P) CSPTCL :

DANGANIA : RAIPUR : 492 013

Phone: 0771-2574240, 2574236, 2574106 Fax: 0771-2574246

Web site- www.cspc.co.in E mail- pp.singh@cspc.co.in

TENDER SPECIFICATION

TR-19/S&P/54

**Procurement of SF6 gas filling,
evacuation, filtering, drying, pumping &
storage plant with spares for five year
operation etc for Transformer Testing
(Through E-Bidding)**

RFx No. - 8100017275

LAST DATE & TIME OF SUBMISSION OF TENDER

23.05.2020 (Time 15:00 Hrs.)

DUE DATE OF OPENING OF TENDER

23.05.2020 (Time 15:30 Hrs.)

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

**ii) Rs.1180 (Incl 18% GST)(if downloaded
from website)**

//SAVE ELECTRICITY, SAVE EARTH//

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TENDER SPECIFICATION

CHHATTISGARH STATE POWER TRANSMISSION COMPANY RAIPUR (C.G.)

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 COMPANY RAIPUR C.G. (INDIA)

TENDER FORM

The undersigned hereby tender and offer (subject to CSPTCL's conditions of tendering), the Chhattisgarh State Power Transmission Company to test and supply the equipment. To the specification of Tender no: TR-19/S&P/54 copies of which are annexed hereto and which under the terms thereof are to be supplied by the bidder in a thoroughly good and workman like manner, and to perform and observe the provisions reasonably to be inferred from the said tender documents for the sum and at the rates set out in schedules annexed hereto.

It is confirmed that:

- (I) Questionnaire for Commercial terms and conditions.
- (II) Questionnaire for Technical specifications of the Equipments, and
- (III) All other conditions wherever described in the tender documents have been replied in full giving clear details. It has been noted that in case any reply is not given or any reply is incomplete/ambiguous the CSPTCL will have right to take the same to be advantageous for the CSPTCL. CSPTCL's decision in this regard will be final. The bidder will have no right to furnish any technical or commercial clarification after opening of the bid, which may in any way alter the offered prices.

Dated, this ... day of

Bidder's Signature

Bidder's Address.



CHHATTISGARH STATE POWER TRANSMISSION CO. LTD
(A Govt. of Chhattishgarh undertaking) (A successor company of CSEB)
CIN- U40108CT2003SGCO15820 / GSTIN-22AADCC5773E1ZX

O/o Chief Engineer (Store & Purchase)

Third floor, SLDC Building, Danganiya Raipur-492013.

Website- www.cspc.co.in,

Phone-0771-2574240/2574236

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

Fax-0771-2574246

No.02-16/SE(S&P-I) /TR-19-S&P-54/22

Raipur, Dtd 23.04.2020

E-PROCUREMENT TENDER NOTICE

Sealed tenders are invited for supply of following materials.

Sl. No.	Tender No.	Particulars	Qty	Cost of tender document including GST (Rs.)		EMD (Rs.)	Due date
				Printed Tender Form	E-Tender Form Online (downloaded from website)		
1.	TR-19/S&P/54 RFx No-8100017275	Procurement of SF6 gas filling, evacuation, filtering, drying, pumping & storage plant with spares.	05 Nos	1120/-	1180/-	1,20,000/-	23.05.2020

- 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/cspc for viewing detailed instructions regarding submission of offer through SAP-SRM.
v) The NIT shall also be published in www.tarang.website.

(B) TERMS AND CONDITIONS:-

- (i) The tender documents can be obtained from the office of the CE (S&P) in person on payment of cost of tender documents in the form of DD only made out in the name of Manager (RAO: HQ), CSPTCL, Raipur accompanied with firm's application on its letter head. If tender document is required by post, Rs.250/- is to be paid by DD additionally along with the cost of documents. If more than one tender document is required, separate DDs should be furnished for each tender. CSPTCL shall not be responsible for any postal delay in receipt/ non-receipt of tender documents. No receipt of tender shall be issued in any case.

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

CHIEF ENGINEER (S&P)
C.S. Power Trans.Co.Ltd., Raipur

Special Instructions to bidders for submission of bid through SAP- SRM module

(e-bidding)

The tender specification no. TR-19/S&P/54 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> & <https://ebidding.cspcl.co.in:50724/irj/portal>. The bidder may download the same from the above site. In e-bidding portal, tender documents will be displayed in online tender display at Technical RFx section.

For bidders, it is recommended to open the e-bidding portal by the following the path www.cspc.co.in->e-Bidding->”click here for e-Bidding Web portal”.

Last date & time of submission of bid in hard copy and also in softcopy is **23.05.2020 upto 3:00 pm** and due date & time of opening of part –I and part-II of the tender is **23.05.2020 at 3:30 pm**.

Important Instructions :-

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

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

- (i) Whether scanned copy of tender fee DD uploaded. Yes/No
 - (ii) Whether scanned copy of DD of EMD /EMD Exemption uploaded. Yes/No
 - (iii) Whether scanned copy of Schedules of Commercial information Yes/No
 - (iv) Whether scanned copy of Schedules of Commercial deviation Yes/No
 - (v) Whether scanned copy of Schedules of Technical deviation Yes/No
2. **It is not required to upload /attach scanned copy of price bid in soft/Hard copy. Only the rates are to be filled in the item tab in e-bid in SAP SRM System (online e-tender). Rates should be quoted online & in specified fields only.** Once the rates are filled, the bidders may change their rates upto the due date and time of submission of tender. After due date and time, no change on any ground whatsoever will be accepted.
3. After scrutiny of techno-commercial bid, the price bid will be opened in e-bidding system only of eligible bidders for which suitable intimation will be given to the bidders offline & through email.
4. Please note that e-mail is always system generated, hence bidders are advised to regularly check their inbox/junk mail box.

5. CSPTCL shall not assume any responsibility for non-supporting of system, internet, line & associated hardware & software for bidding their tender. No extension in time shall be granted on such grounds. The bidder should submit their bid well before submission dead line to avoid any system related problem. It is strongly recommended not to wait for submission of bid in last minutes as internet/technical problem may disrupt their works.
6. Reference time for submission dead line shall be the time displayed in the portal and shall be treated as final.
7. After end of submission dead line, no alteration in the tender will be allowed by the system. However, in case of extension of due date of opening of tender, the bidders will be allowed to submit revised bid in the system.
8. CSPTCL will not accept incomplete bid.
9. The bidder must have a valid Digital Signature & SAP SRM User ID. User ID & Password from CSPTCL and Digital Signing Certificate and Digital Encryption Certificate from any recognized digital signature issuing authority are required for participation in any Tender. The bidder shall intimate in advance regarding details of digital signature issuing authority for ensuring the reliability of the same. For User ID and Password for participating in the tender, the bidder shall register on line through e-bidding portal.
10. The e-bidding vendor user manual displayed on website-<https://ebidding.cspcl.co.in:50724/irj/portal> for the help of the bidders. For any further queries the bidder may contact at Helpline no. 0771-2576672/73 (EITC, CSPDCL, Raipur)
11. The training for bidders will be on every Wednesday from 3.00 pm to 5.00 pm at office premises of Energy Info Tech Center (EITC) at Dangania, Raipur.
12. Tender shall be opened in the scheduled time as notified. If the due date of opening/submission of tender documents is declared a holiday by the Govt. or local administration, it will be automatically shifted to next working day for which no prior intimation shall be given. Tender opening shall be continued on subsequent days, in case the opening of all tenders is not completed on due date because of the technical constraints of system on the day of opening. It may be noted that the due date of opening/time may be altered/ extended if desired by CSPTCL without assigning any reason. However, intimation shall be available on company's tender portal/bidders email (if participation shown). The bidders are requested to keep track of the same.
13. Amendment in tender specification will be published on our website as well as in SRM system and the intimation regarding amendment in date extension will be conveyed through system generated e-mail to registered bidders only.
14. Before participating the bidder shall carefully read all the instructions and processes.
15. Tender duly completed in all respects will be accepted online up to due date & time and will be opened on the due date at specified time in the presence of tenderers or their authorized representatives. In case of authorized representative(s) they shall bring the original authorization letter with their signature attested by the bidder.

CHIEF ENGINEER(S&P)
CSPTCL: RAIPUR

SECTION-I(A)

INSTRUCTIONS TO BIDDERS

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

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

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

Date of submission of tender is 23.05.2020 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 .

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. (i) **Earnest Money:**- The Earnest Money in the instant tender is **Rs. 1,20,000/- (Rs. One Lakh Twenty Thousand** only) payable in the form of demand draft in favor of Manager (RAO : HQ), CSPTCL, Raipur.

(ii) **Goods & Service Tax:**-The bidder should furnish valid GST registration number and certificate along with EMD. In absence of GST registration the offer shall not be accepted.

4. The bidding is open to manufacturers or the authorized dealer of OEM only who can provide satisfactory evidence to substantiate this.

5) **The Pre Qualifying Requirements :-**

A. **Technical & Experience Requirement :-**

1.1 **Bidder should be:**

- i) An Indian manufacture of tendered item/items, **Or**
- ii) A foreign manufacturer of tendered item/items or their Indian Subsidiary, who have established marketing setup/office & servicing facility in India, **Or**
- iii) An authorized distributor or dealer of foreign manufacturer of tendered item/items, who have established marketing setup/office & servicing facility in India.

In such case, the authorized distributor / dealer shall have to submit relevant “Authorized Distributor/ Dealership certificate” from the foreign manufacturer. Only agencies submitting a general Distributor/ dealership authorization certificate issued by the manufactures without reference to any specific tender and having validity of such authorization for the considerable duration shall only be considered for determining the eligibility of the bidder for the particular tender. Authorization issued with reference to the specific tender in favour of particular distributor/ dealer/ bidder will not be entertained.

In case of Distributor/dealer is participating in a tender on behalf of one manufacture is not allowed to participate/ quote on behalf of other manufacture in this tender. All such bid with same make/ manufacturer will be rejected.

In case, the bidder is an authorized distributor or dealer of foreign manufacturer, the authorization should be valid for a period of at least five years.

1.2 The Bidder (in case where the manufacturer itself is bidder) or manufacturer of the bidder (in cases in which distributor/dealer of manufacturer is the bidder) should have a minimum experience of **Five (5) years** for manufacture and supply (either directly to purchase or through distributors/dealers) of item/items to following Indian Entities as on date of issue of NIT:-

- i) Power utilities owned and controlled by Central or State Govt, **Or**
- ii) PSUs, **Or**
- iii) Govt. organizations

1.3 The bidder (in case where the manufacturer itself is bidder) or manufacturer of the bidder (in cases in which distributor / dealer of manufacturer is the bidder) should have supplied **at least tendered quantities of** item/items to the **aforsaid entities mentioned in clause 1.2** as on the date of issue of NIT.

1.4 Further, these item/items (i.e as mentioned at clause 1.3) should be in successful operation for minimum **3 years** from date of commissioning as on date of issue of NIT in the **aforsaid entities mentioned in clause 1.2.**

- 1.5 The Bidder (in cases where the manufacturer itself is bidder) or manufacturer of the bidder (in cases in which distributor/dealer of manufacturer is the bidder) should have fully functional set-up for after-sales-service of the tendered items in India.
- 1.6 **The bidder should have all type test/special test reports conducted as per relevant standards i.e. ISS/ IEC carried out at & issued by Govt. standard test laboratory/ NABL accredited laboratory / ILAC accredited Laboratories on item/items offered by them as per tender specification. The type test/special test report should not be older than five years as on the date of issue of NIT.**

(B) Commercial/Financial Requirement:-

- 1.1 The bidder should have Minimum Average Annual Turn Over (MAAT) for best three years out of last five financial years (i.e.,2014-15, 2015-16, 2016-17, 2017-2018 & 2018-2019) of Rs. 180.00 Lakh (Rs. One Hundred Eighty lakh only).

In case bidder is a holding company, MAAT shall be that of holding company only (i.e. excluding its subsidiary / group companies). In case bidder is a subsidiary of a holding company, the MAAT shall be of subsidiary company only (excluding its holding company).

- 1.2 Net worth of bidder for last 3 financial years (i.e. 2016-17 & 2017-2018, 2018-2019) should be positive. Net worth means the sum total of paid-up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.
- 1.3 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 31.12.2019 should be outstanding/overdue.
- 1.4 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 have been classified as NPA (Non performing assets) by the creditor/leading bank as on date of issue of NIT.
- 1.5 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.
- 1.6 All the documents/statements/attachments/information submitted by the bidder in proof of the qualifying requirements must be authentic / genuine/ correct and in case, any of the said documents/statement/attachments/information are found to be false / fake / misleading the bidder will be disqualified & debarred.

C. The following documents should be submitted in support of Pre-Qualifying requirement:-

➤ **In support of qualifying the Technical & Experience requirement:- The bidder should submit the Self attested copies of following documents:-**

- 1.1. **For an Indian manufacture of tender item/items:-** Self attested valid NSIC/DIC (applicable for CG state SSI unit) certificate should be submitted. In case firm is not registered with NSIC/DIC,

self attested copy of valid factory license issued by industries department of State/Central Government for tendered item/items should be submitted.

1.2. **For A foreign manufacturer of tender item/items or their Indian Subsidiary:-**

a. **In case bidder is a foreign manufacturer of tender item/items directly participating in the bid:-**

They shall submit the self attested copy of their valid factory license/ valid document related to their manufacturing establishment issued by concern department of their origin country.

Further, they also have to submit their business / trade license issued by relevant department of Government of India along with details of their establishment / office and established service centre in India

b. **In case bidder is a Indian Subsidiary of a foreign manufacturer of tender item/items :-**

They shall submit the self attested copy of memorandum of Article of their company / valid related document against proof of Indian subsidiary of a foreign manufacturer.

Further, they also have to submit their business / trade license issued by relevant department of Government of India along with details of their establishment / office and established service centre in India.

1.3. **For authorized distributor or dealer of foreign manufacturer :-**

a (i). Copy of resolution of Board of Director of the Company for appointment of authorized signatory in case the bidder is a company registered under Companies Act; **or**

(ii). Letter of appointment of authorized signatory signed by the managing partner in case the bidder is a partnership firm, **or**

(iii). Letter of appointment of authorized signatory signed by the Proprietor in case the bidder is a proprietary firm.

b) Agreement of distributorship/ dealership.

c) A valid joint undertaking as per Annexure-2 executed by Equipment Manufacturer and distributor / dealer.

d) A power of Attorney as per Annexure-3.

1.4. In support of Bidder should have minimum experience of at least **five years** of manufacturing and supply of tendered item/items copies of purchase orders (in the name of manufacturer) and relevant MRCs (Material Receipt Certificate) issued by the entities mentioned above in **clause 5A(1.2)** will be submitted. The date of receipt mentioned in the MRC will be treated as actual date of supply.

The supply experience as on date of issue of NIT will be counted from the aforesaid actual date of supply. In case of non-availability of MRC , commissioning certificate / Performance certificate may also be treated as proof of actual supply provided it establishes the requirements as per PQR and is issued by an officer not below the rank of Executive Engineer/Manager of the entities in **clause 5A(1.2)** of PQR. **The Performance certificate should be issued by order placing authority and should not be more than five years older from the date of issue of NIT. In case if**

certificate is issued by executing authority then same shall be counter signed by order placing authority also.

If performance certificate indicates both proof of supply experience of 5 years or more and satisfactory performance for three years or more, separate MRC will not be required as a proof of supply. However, if only MRC is submitted as proof of supply, performance certificate will have to be submitted separately to establish minimum performance of 3 years as per PQR. All these documents should be attested by the authorized signatory of the tender.

- 1.5. In support of satisfactory performance, a self attested copy of performance certificate issued by the entities mentioned in ***clause 5.A(1.2)*** of the PQR will be submitted. ***Performance certificate should be issued by order placing authority and should not be more than five years older from the date of issue of NIT. In case if certificate is issued by executing authority then same shall be counter signed by order placing authority also.***
- 1.6. A declaration issued by the bidder (in cases where the manufacturer itself is bidder) of *tendered item* to confirm that they shall ensure the availability of all spare parts required for repairing and servicing of tendered item/items at least 10 years after sales & supply.
- 1.5 A joint declaration issued by the manufacturer and distributor / dealer (in cases in which distributor/dealer of foreign manufacturer is bidder) to confirm availability of a fully functional set-up for after-sales-service and availability of all spare parts required for repairing of the tendered item/items supplied by them for a period of at least 10 years.
- 1.8. The bidder should submit self attested copy of the type test/special test reports conducted as per relevant standards i.e. ISS/ IEC carried out at & issued by Govt. standard test laboratory/ NABL accredited laboratory / ILAC accredited Laboratories on item/items offered by them as per tender specification. The type test/special test report should not be older than five years as on the date of issue of NIT.

In case the type/ special test was carried out earlier than five years, the manufacturer will have to conduct these tests before commencement of supply. In both the above cases type/ special test certificate must be submitted with the offer.

➤ **In support of qualifying the Commercial and Financial requirement:-**
The bidder should submit the Self attested copies of following documents:

- 1.9 a. Statement of annual turnover (as per annexure of the tender), audited balance sheets and profit & loss statement duly certified by Chartered Accountant. The audited balance sheets furnished should be for last five financial years (i.e. F.Y,2014-15, 2015-16 2016-17 & 2017-2018, 2018-2019).
 - b. A statement showing 'Net worth' including assets and liability of the bidder duly certified by chartered accountant for the last three financial years (i.e F.Y2016-17 & 2017-2018, 2018-2019) shall also be furnished.
- 1.10 The bidder shall give following Self attested undertaking duly certified by CA that:-
- a) All payment obligations (principal/Interest) on outstanding debentures (i.e. debentures which have not yet been redeemed) have been discharged and no such payment as on 31.12.2019 is outstanding / overdue.

- b) The bidding company is presently not in default in payment of any blank loan/interest for more than three months or any loan account of the bidder has not been classified as NPA (Non performing assets) by the creditor/lending bank as on date of issue of NIT.

1.11 A declaration by the bidder that the bidder is not debarred/black-listed by Bank/State Govt./Central Govt./State PSU/ CPSU/SEB/Public utility as on the date of issue of NIT.

1.12 A declaration by the bidder that 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 are found to be false/fake/misleading, the bidder will be disqualified.

(D) Other Requirement:- The bidder shall submit a declaration regarding following:

- (i) “Any sums of money due to CSPTCL on the date of opening of tender should have been paid/settled in full prior to the date of opening of tender. Price bids of bidders not complying with the requirement shall not be opened.” A declaration in this regard shall be furnished by the bidder.
- (ii) The bidder shall have to submit pre-contract integrity pact in the format enclosed as Annexure - I on non-judicial stamp paper worth Rs.300/- duly signed by the bidder along with the Techno-Commercial bid. The validity of this integrity pact shall be from the date of its signing and extended up to 02 years or the complete execution of the order to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of its signing. Declaration in this regard shall be furnished by the bidder.
- (iii) All document should be self attested by authorized signatory of the tender only.**

(E) DEMONSTRATION OF PERFORMANCE / SUBMISSION OF SAMPLE:

Technical Capability of offered item/items with all accessories shall be demonstrated necessarily quality/functioning of offered equipment by the bidders before CSPTCL’s engineers/committee of engineers at the designated (T&C) Division/EHV Substation or designated place before opening of the price offer. The demonstration of the offered equipment is required to be arranged immediately after opening of techno-commercially bid at the specified destination which shall be intimated by this office after opening of techno-commercial bid. The offered item/items will/shall be tested for its conformity to performance and technical requirements stipulated in the **Section II** Technical Specification. The bidders have to depute their engineer along-with offered ITEM/equipments for this purpose. The bidder may please note that the offered item/items is/are necessarily be demonstrated even the offered equipment has already been supplied to CSPTCL by the bidder in the past. In case of bidder’s failure to demonstrate functioning of measuring Instrument satisfactorily or Committee is not satisfied with the quality of tendered item, offer will be rejected and price bid will not be opened.

The demonstration of the equipment shall be arranged in live switchyard up to 400 Substation/transmission line and the equipment should work satisfactory for verifications of its guaranteed parameters i.e. the consistency and repeatability of test results shall be the criteria of acceptability of successful bidder.

If the offered ITEM/ITEMS is/are found to be not conforming to technical requirements stipulated in the Section II “Technical Specification” and / or performance is not found to be satisfactory, such offers may be treated as non-responsive and shall be liable for rejection.

6. The Bidder shall furnish fully details of the head office , Manufacturing Unit, Service Centre of organization to successfully execute the supply as envisaged in this Tender Specification.
7. The bidder is requested to furnish their offer exactly in line with all our tender conditions. If the bidder does not fulfill our qualifying requirements mentioned above, their offer shall be treated as non-responsive offer. It may be noted that in case of any deviations CSPTCL reserves the right to reject the offers.
8. The prices offered should be valid for 180 days from due date of tender in **Indian Rupees** only. The prices quoted shall be **FIRM** only. No price variation shall be admissible.
9. **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.**
10. It is not required to upload /attach scanned copy of price in soft/hard copy. Only the rates are to be filled in the item tab in e-bid in SAP SRM System (online e- bidding portal). The prices should be quoted through SAP SRM system should indicating unit ex-works price inclusive of packing & forwarding charges, GST, freight charges & any other charges should be quoted separately. The freight shall be on FIRM basis irrespective of whether the ex-works prices are firm or variable. The total F.O.R. destination price should be quoted in the relevant column.
11. It will be presumed that the bidder has taken utmost care while quoting ex-works unit rates and tax rates in the price bid, which shall be considered as base for computation of total prices. However, in case of any arithmetical mistakes/errors in calculation for arriving at total FORD rate, arithmetic corrections shall be made as per the quoted basic rate/ tax rate for the purpose of computation to decide the relative position of bidder. However, for placement of order lower of the two values will be considered.
12. The tender offers of those Bidders, who do not agree to CSPTCL’s payments terms, security deposit clause, penalty clause, performance guarantee clause etc. shall be liable for rejection.
13. 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 on all working days up to one day prior to the due date of opening. The tender document shall also be displayed in CSPTCL’s website i.e. www.cspc.co.in and bidders may download the tenders from the website directly. In such case, the payment of cost of tender document shall be made through demand draft along with the tender. The details are given in clause No. 5 of Section-I (General Instruction to bidders).
14. The Company reserves the right to reject any or all tenders or accept any tender in full or part, considered advantageous to the C.S. Power Transmission Co. Ltd., whether, it is lowest or not without assigning any reason whatsoever.

15. **The bidder should ensure following points in order to avoid rejection of tender:-**

- i) DD towards EMD OR self attested proof of exemption valid on due date of opening is to be submitted in envelope –I. Please note that in case of exemption claimed from EMD by the SSI units registered under NSIC/ DIC, the copy of certificate issued by concerned authority along with enclosures, in which name of materials for which certificate has been issued should also be furnished. The name of material under tender should appear in this list. Further, the copy of certificate (each page) should bear original signature of the bidder. In case of non compliance of above instructions, tender shall be liable for rejection.

The bidder should furnish valid GST registration number and certificate alongwith EMD. In absence of GST registration the offer shall not be accepted.

- ii) DD toward tender document cost, in case tender has been downloaded from our website, is also to be placed inside envelope-I. In case of non compliance of above instructions tender shall be liable for rejection.
- iii) Techno-Commercial Bid is to be submitted inside envelope II. Envelope I&II should be inside the envelope III.

16. **INTEGRITY PACT :-** The bidder shall have to submit pre-contract integrity pact in the format enclosed as Annexure -I on non-judicial stamp paper worth Rs.300/- duly signed by the bidder along with the Techno-Commercial bid. The validity of this integrity pact shall be from the date of its signing and extended up to 02 years or the complete execution of the order to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of its signing. Declaration in this regard shall be furnished by the bidder.

17. **‘EXTREMELY IMPORTANT’- Bidders to note this to avoid rejection (clause No. 15 of general instructions to the bidders) –**

- i) **Attention of bidder 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 date is a cut-off date for submission of all the documents required as per tender conditions/requirements and the bidder must adhere to this deadline.**
- ii) **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 (B)

GENERAL TERMS & CONDITIONS OF THE TENDER

GENERAL INSTRUCTIONS TO BIDDERS

1. SCOPE :-

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

2.1 ACCEPTANCE OF OFFERS:-

While the Bidders may make all out efforts to offer for the complete scope of tender.

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

2.2 CRITERIA FOR PLACEMENT OF ORDER: -

The entire tendered quantity will be offered to L-1 bidder. The following points will also be considered for placing the order:-

- (i) The competitive rates quoted by each Bidder: - The original ranking based on FOR destination rates offered.
- (ii) If L-1 rate is not considered to be reasonable, negotiation will be held with the L-1 bidder only.

3 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.

3.1 Extension Order: The CSPTCL reserves the right to place extension order for supply of 50% additional quantity of material/equipments with associated accessories within six months from date of order and accordingly offered prices should be taken into account for these requirements.

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

4. OFFERS:-

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

4.1 Part-I: EARNEST MONEY DEPOSIT:

Please note that techno-commercial bid of tender will not be opened if earnest money is not deposited in form of demand draft for the value mentioned in tender clause No. 3 of “SPECIAL INSTRUCTIONS TO BIDDERS” in the tender, unless exempted by the CSPTCL.

The following are exempted from payment of EMD:-

- i) SSI units of Chhattisgarh state permanently registered with DIC. The registration should be permanent & should be specifically for the items quoted in the tender & valid on the date of opening of tender. Copy of certificate duly self attested should be submitted.
- ii) **Small scale units registered with NSIC:** - In case of small scale units registered with NSIC, their registration certificates should be valid for the item under tender on due date of opening of Techno-commercial bid. In case the certificate is not valid on due date of opening the tender shall be liable for rejection. Incomplete certificate should not be submitted. The list of items for which certificate is valid should also be furnished and name of item under tender should appear in this list failing which tender shall be liable for rejection.
- iii) Fully owned State Govt /Central Govt. units, if 100% shares are held by the state Govt. concerned for which documentary evidence duly self attested must be furnished with offer.
- iv) Self attested copy of the NSIC/ SSI registration certificate for the tendered item should be furnished with the offer.
- v) The Bidders who come under any of above category must produce documentary evidence failing which offer shall be rejected.
- vi) The bidder should furnish valid GST registration number and certificate along with EMD. GST registration is must for processing of TC bid.

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

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

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

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

4.2.2 COMPLETENESS OF EQUIPMENT AND BOUGHT OUT ITEMS: -

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

- i) The responsibility for obtaining timely supplies of bought out items will rest on the Bidder and only on this basis, delivery period will be offered in the tender.

- ii) 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/liquidated damage shall be recoverable from the Bidder on total price excluding taxes.
- 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.

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

4.3 Part - II (B) COMMERCIAL BID:

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

Un-priced bid in prescribed format shall be submitted along with TC bid.

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

4.3.1 PRICES & TAXES: -

The prices offered should be valid for 180 days from due date of tender in Indian Rupees only. Quoted prices should be on the basis of **firm** rates.

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

4.3.2 **TERMS OF PAYMENT:**

The terms of payment for Supply, Installation, Commissioning and Demonstration cum training of equipment of material against this bid shall be as under: -

(a) **Payment towards supply of Equipment**

80% Payment towards supply of equipment: 80% payment including freight, taxes and duty shall be released after delivery of equipment with all accessories at site on submission of invoices to order placing authority along-with material receipt certificate (MRC) issued by the consignee, normally on completion of 30 days period from the date of submission of invoices along-with all documents.

(b) **Balance 20% payment after successful Installation, Commissioning and Demonstration of equipment and training of CSPTCL personal:**

Balance 20% payment shall be released after submission of invoice along-with certificate towards successful Installation, Commissioning and Demonstration of equipment and training of CSPTCL personal in **Proforma II** normally on completion of 30 days from the date of submission of invoices along-with all documents.

4.3.3 **DELIVERY PERIOD:**

The delivery should be completed within Three (3) months **from date of order**. The time for and date of delivery of the stores stipulated in the order shall be deemed to be the essence of the contract. In case of delay in execution of the order, the CSPTCL shall either:-

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

4.3.4 **LIQUIDATED DAMAGE:**

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% of contract value excluding taxes.

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 liquidated damage shall be imposed on delay of dispatch.

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

4.3.5 (A) **GUARANTEE PERIOD/PERFORMANCE GUARANTEE:**

Equipments offered and associated accessories covered under the tender shall be guaranteed for performance and quality for a period of 36 months from date of commissioning, Demonstration & Training.

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

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

- (i) If the material develops defect within guarantee period after installation at site, for the purpose of replacement/repairs & if the same is dismantled and taken out by us. In such cases actual cost of dismantling and replacement of the equipment/material will also be recoverable from you.
- (ii) In case it is observed that replacement/repairs of equipments or its accessories is not being provided to us within one month time from date of report of defect to you and proper response is not received from you, then apart from operating clause of liquidated damage (which provides for imposition of penalty/liquidated damages, risk purchase at your cost and cancellation of contract) the CSPTCL may also take suitable penal action against you which may include debarring you from all future business with the CSPTCL for a period which will be at the discretion of the CSPTCL.
- (iii) In case of replacement of material due to failure within guarantee period, the guarantee shall automatically get extended. In such case, the material shall be guaranteed as per the terms of guarantee with the commencement date of guarantee from the date on which replaced material has been received.
- (iv) **The 5-year guarantee period as mentioned above shall also covers following to keep the instrument in healthy and working condition;**
 - a. **Annual Calibration of instrument at respective site as per dispatch instructions to be issued regarding delivery of material or any designated place of supplier on free of cost basis from any Govt. or NABL accredited laboratory.**

- b. Deputation of expert engineer at respective site in case if problem is noticed in the equipment immediately after receipt of message from site or head quarter offices.**

4.3.5 (B) REPLACEMENT OF DEFECTIVE SUPPLIES: -

- i. In case any defect in the equipment/material is found within guarantee period, the same will be replaced / repaired by the supplier on free of cost basis. The replacement / repairing will have to be organized by supplier expeditiously and preferably within one month's time from the date of intimation. It may please be noted that if repair/replacement of equipment/material is not organized **within 3 months** of notice of defects/failure being sent, CSPTCL shall recover the cost of such equipment from available payments/S.D. as the case may be without further notice and with such penalty as it may deem appropriate for non-compliance of contractual obligations.
- ii. All other conditions, as described under clause 4.3.5 (a), "Guarantee Period/Performance Guarantee" shall be applicable for the purpose of replacement of defective supplies.

4.3.6 SECURITY DEPOSIT:

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

- (i) All outside state units shall be required to pay security deposit @10% of total order value.
- (ii) All the SSI units of CG having annual business (**FY 2018-19**) with successor companies of CSEB above Rs.50 Lacs, shall be required to pay Security deposit @7.5% of the value of order.
- (iii) In case of SSI units of CG whose annual business (**FY 2018-19**) with successor companies of CSEB is up to 50 Lacs, they will be required to pay Security deposit @ 5% of the value of order subject to maximum of Rs. 20,000/- (Twenty Thousand Only).

In support of annual business of SSI units of CG with successor companies of CSEB, the certificate of Chartered Accountant duly self attested should be furnished. **The bank guarantee shall be submitted within 30 days from date of order and shall be kept valid for guarantee period exceeding claim period of 06 months.** The bank guarantee shall be submitted on stamp paper worth Rs. 250/- or as per the prevailing legal requirements/ any other amount as per the C.G. State Stamp Duty Act and shall be from a Nationalized/ Scheduled Bank in the prescribed form of CSPTCL. No interest shall be paid by CSPTCL on the security deposit. In case of non-fulfillment of contractual obligations by the supplier the security deposit shall be forfeited.

4.3.7 TRANSIT INSURANCE & RISK:-

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

free to recover the cost of such material/ expenses of repairs either from the supplier/balance bills or from the security deposit as deemed fit.

- c) While the necessary assistance shall be rendered by the consignee in lodging and processing the claims with carriers and the supplier's insurance underwriters, the responsibility shall rest with the supplier to immediately make good the shortages/ losses/ damages, without extra cost and without waiting for the settlement of the claim.
- d) Replacement of goods lost/ broken or damaged including loss to fire:- Notwithstanding anything herein contained, the supplier shall undertake responsibility for the safe arrival of the material in good condition and without any loss or damage at the final destination and until the same is actually delivered to / received by the CSPTCL at its stores or other places of final destination. For this purpose, material carried by Railway or Road transport or other carriers shall be deemed to be so carried at the risk of the suppliers. In the case of transport damages/shortages, the payment shall be made only for the quantity received in good and working condition and consignee shall lodge claim with the supplier/carrier with necessary documents of the same with carriers at supplier's end.

4.3.8 DEVIATIONS:-

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

4.3.9 UNSATISFACTORY PERFORMANCE:

The bidders who have supplied material to CSPTCL and have been found to be defective / not rendering satisfactory service within guarantee period and has not been replaced in the stipulated period shall not be considered for opening of price bid.

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

4.4 Part - III PRICE BID:-

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

5. SUBMISSION OF OFFERS:- The Bidders should submit their bids in three envelopes as under:-

- (i) **Envelope - I :-** (To contain Part-I of the tender document) This envelope should contain a covering letter with earnest money or earnest money exemption certificate as detailed in clause (4.1). The cover of the envelope should be suitably super scribed with the details of earnest money and tender number. The envelope should be sealed properly. **The bidder should furnish valid GST**

registration number & certificate alongwith EMD. In absence of GST registration the offer shall not be accepted.

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

Please note that the tender shall be liable for rejection if

- i) EMD as per tender specification / proof in support of exemption of EMD as per clause 4.1 is not found inside the envelope
and
 - ii) In case DD towards tender cost is not found inside this envelope in case tender document is downloaded from website.
- (ii) **Envelope - II :-** (To contain Part-II of the tender document) This envelope should contain the Technical Bid and commercial bid complete in all respects along with **un-priced** bid, in duplicate & Integrity pact as per proforma in 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/54

DUE FOR OPENING ON DTD. 23.05.2020

For Procurement of SF6 gas filling, evacuation, filtering, drying, pumping & storage plant with spares for five year operation etc for Transformer Testing

THIS ENVELOPE CONTAINS TWO ENVELOPES FOR:-

1. Envelop-I- Part – I of tender document i.e. Earnest Money Deposit & cost of tender document, if downloaded.
2. Envelop-II- Part – II (A) i.e. Technical bid & Part– II (B) i.e. Commercial Bid & Integrity pact as per proforma in Annexure –I.

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	LIQUIDATED DAMAGE	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.
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Sign & Seal of Bidder

Tenders being submitted must be signed by a person holding a power of attorney authorizing him to do so. The **notarized 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 notarized copy of resolution / abstract of Article of Association/ special or general power of attorney.

6. OPENING OF TENDERS:-

Part - I i.e. the envelop for Tender Cost (if downloaded) ,Earnest Money & GST registration certificate shall be first opened on the due date & time. **Part-II** i.e.“Technical & Commercial Bid” will be opened thereafter on the same day in respect of the bidders **whose GST registration certificate is attached , EMD are found to be as per tender specification and tender cost is found to be as per tender**. These bids will be scrutinized and then we will take decision regarding opening of price bid in respect of successful Bidders. For the

purpose of opening of price bid, a notice of not less than 7 days shall be given to the Bidders so that they may depute their representative for attending price bid opening. It may be mentioned that period of 7 days will be counted from the date of issue of fax intimation by us. Such intimation shall be given within a reasonable period from the date of opening of commercial and technical bids, and after its scrutiny. **Only authorized representatives possessing necessary authority letter from the Bidder shall be allowed to participate in the tender.**

7. COMPLIANCE WITH OTHER CONDITIONS :-

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

8. CHANGE OF QUANTITY:-

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

9. INSPECTION:-

a) The CSPTCL 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 from his responsibility for meeting all the requirements of this specification and shall not prevent subsequent rejection if such equipment are later found to be defective.
- e) The readiness of material for inspection should be intimated to O/o the CE(S&P), CSPTCL at least 15 days in advance so that Inspector can be deputed on scheduled date. In case material is not found ready on the intimated date of readiness, the CSPTCL reserves the right to recover from the supplier the charges.

10. **Random testing:**

- a) The CSPTCL's authorized Inspector shall test the samples selected at random from the material offered for inspection and tests as per relevant ISS/IEC standards shall be conducted at their works on the randomly selected samples. In case, the samples fail to withstand the required tests, the entire lot will be liable for rejection.
- b) However, inspection of material before dispatch or waiver of inspection will not relieve the supplier from his responsibility to supply the material strictly in accordance with the tender specification.
- c) If required, the Company may at its option test the samples selected at random from the supplies affected and/or may get the selected samples tested for acceptance / type test as per relevant ISS and Technical specifications at any standard laboratories as deemed fit e.g. CPRI, ERDA etc.
 - i) If the sample passes the test, charges towards testing & transportation shall be borne by CSPTCL & the lot shall be accepted.
 - ii) In case, the samples fail the required tests, supplier will be required to bear all the charges including transportation and taxes etc paid to standard laboratories e.g. CPRI, ERDA etc. towards conducting the tests and the entire lot will be liable for rejection. The supplier will have to replace/repair the whole rejected lot at his own cost.
 - iii) The replaced material, at CSPTCL's option shall be tested for acceptance tests in the Govt. standard laboratory as deemed fit on terms & conditions similar to first testing. If the sample passes the required test, the lot shall be accepted. The charges required for getting the tests conducted shall be borne by CSPTCL. If the sample again fails, the lot shall be rejected & the charges required for getting the tests conducted shall be borne by the supplier and action as per provision of contract shall be taken.
- d) Stage inspection:-The CSPTCL reserves the right to carryout stage inspection during manufacture. The inspection will include verification of all raw materials, construction practice, quality control process and inspection of equipment before final assembly. Bidders will have to confirm that they will render all assistance for this purpose.

11. **FALSE INSPECTION CALL:-** In case, the material is not offered for inspection on the date of inspection offered by the firm, due to any reason the firm shall be required to remit a minimum sum of Rs.15,000/- per officer/official or actual expenditure towards travelling and boarding of officer/officers incurred in the visit whichever is more.

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

- (a) Statements giving list of important raw materials, name of sub-suppliers for the raw material, list of standards according to which the raw material are tested, list of tests normally carried out on raw material in presence of suppliers representative, copies of test certificates.
- (b) Information and copies of test certificates as in (a) above in respect of bought out items.
- © List of manufacturing facilities available.
- (d) Level of automation achieved and list of areas where manual processing exists.
- (e) List of areas in manufacturing process where stage inspections are normally carried out for quality control and details of such tests and inspections.
- (f) Special features provided in the equipment to make it maintenance free.
- (g) List of testing equipment available with the supplier for final testing of equipment specified and test plan limitation, if any, vis-à-vis the type/ special acceptance and routine test specified in the relevant standards. These limitations shall be very clearly brought out in schedule of deviations from specified test requirements.

12. TEST CERTIFICATE:-

Self attested copies of type test certificate conducted at & issued 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 certificate of tendered item / material shall not be more than 5 years old from date of NIT. Without required type test certificate the offer shall be liable for rejection.

13. POOL RATE/CARTEL:

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

Quoting same rates i.e. pool rate is not acceptable. In case the same rate is found to be quoted by more than two bidders, offers of all such bidders shall be out rightly rejected. However, if rates of two bidders are found to be same, quantity of orders to be placed on them will be reduced to half of the quantity a bidder is entitled to be allocated by virtue of their common rank. But, in case of multi-item tender, if rates of even two bidders for more than one item are found to be same, it will be considered as deliberate cartel and offers of both the bidders shall be rejected. Accordingly, all the bidders are advised to quote their own individual and most competitive rates.

Rated received in a tender will be minutely 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.

14. **Amendment in specifications:** CSPTCL may revise or amend the specification or drawing, prior to the date notified for opening of tender. Such revision/ amendment, if any, will be communicated to all the bidders as amendment/ addendum to the invitation of tender and the same will be displayed in CSPTCL's website also.
15. **Telex/ telegraphic/ fax bids:** Telex/ telegraphic/ fax offers will not be considered under any circumstances.
16. **Mistakes in bids:** Rates should be quoted in both figures and words. In case of ambiguity between rates in figures and words, lower of the two shall be considered, as per provision given in clause 7 of Special Instruction to the bidder. Such offers can also be rejected.
17. **Lump sum based bids:** In case prices for some items or all items are given as lump sum, instead of unit prices as required in the tender specifications, CSPTCL can summarily reject such incomplete tender.
18. **Printed terms & conditions in bids:** Supplier's printed terms and conditions will not be considered as forming part tender under any circumstance whatsoever.
19. **Alterations/ correction in bids:** No alternations in the tender document will be permitted.
20. **Incomplete bids:** Tender which is incomplete or obscure is liable for rejection.
21. **Ambiguities in conditions of bids:** In case of ambiguous or self contradictory terms/ conditions mentioned in the bid, interpretations as may be advantageous to the CSPTCL may be taken without any reference to the tender.
22. **Disqualification of bids:** A bid which gets opened before the due date as a result of improper or no indication has been given on the cover to indicate that it is a tender, will be disqualified. Bidders will not be permitted to change the substance of his tender on post interpretation/ improper understanding grounds. This includes post tender price changes/ modifications etc. after opening of price bid. In such events, otherwise, that is, when a bidder does not comply, tender will be rejected.
23. **Language of bids:** All tenders should be made either in English or in Hindi only.
24. **Canvassing of bids:** Tenders shall be deemed to be under consideration, after opening of tender/ bid till placement of order. During this period, the bidders or their authorized representatives or other interested parties are advised strongly in their own interest, to refrain from contacting by any means any of the CSPTCL's personnel or representative.
25. **Cancellation of order:**
- 25.1 The company may upon written notice of default, terminate contract in the circumstances detailed here under:
 - a) If in the opinion of the Company, the supplier fails to deliver the material within the time specified or during the period for which extension has been granted by the Company.
 - b) If in the opinion of the Company, the supplier fails to comply with any of the other provisions of this contract or material is found not in accordance with prescribed specifications and or the approved samples.

- c) If as a result of stage inspection, it is revealed that material and / or workmanship is substandard, which is likely to affect the performance of the finished product, a notice would be served by the Company to the supplier to suspend further activities and to take urgent steps towards corrective measures, failing which the entire order would be cancelled.

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

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

Or

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

Or

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

26. Arbitration:

If at any time, any question, dispute or difference, whatsoever shall arise between the Purchase and the supplier, upon or in relation to or in connection with the Contract, either party may forth with give to the other, notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of two arbitrators, one to be nominated by the Purchase and the other to be nominated by the supplier or in the case of said arbitrators not agreeing, then to the adjudication of the Umpire to be appointed by the arbitrators, whose decision shall be final and binding on the parties and the provisions of the Indian Arbitration Reconciliation Act 1996, and of the rules there under and any statutory modification thereof shall be deemed to apply. The arbitrators or the Umpire, as the case may be, are bound to give a detailed speaking award assigning reasons for the findings.

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

27. **Jurisdiction:** Any dispute or difference, arising under, out of or about this tender/ contract order shall be subject to exclusive jurisdiction of competent court at Raipur only.

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

AND

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

29. COMPLETENESS OF EQUIPMENT: -

The Equipment/Material shall be complete in every respect with all minor fittings, solid chemical and accessories etc. even though those may not be specifically mentioned in the purchaser's

specification or the bidders offer. The bidder shall not be eligible for any extra price in respect of such minor fitting and accessories which can be considered as an essential part of the basic Equipment/Material even though not specifically mentioned in the specification or the offer.

If any minor accessory and quantity of solid chemical has not been stipulated but is essentially required for satisfactory operation of the Equipment/Material, the same shall be deemed to have been included in the prices and shall be supplied by the successful bidder without any extra cost.

An undertaking will also be required to be given as per Proforma-I enclosed in this respect.

30. TRAINING: -

It may be noted that free training facility will have to be provided to two batches of our Engineers/ Technicians at two different places in Chhattisgarh (Raipur/Bhilai/Bilaspur). During the period of training, our staff/ officers will be trained in regard to design, assembly, erection, commissioning and maintenance of the equipments. This facility will have to be provided on "Free of Cost" basis, although necessary accommodation and boarding charges and to and fro fare charges for our personnel to manufacturer works will be to our account.

**CHIEF ENGINEER(S&P)
CSPTCL: Raipur**

SECTION – II

Technical Specification for SF6 Gas Filling, Evacuation & Filtering, Drying, Pumping and Storage, Plant.

1.1 Scope of work :-

This specification covers the design, manufacture, inspection and testing before dispatch, packing, Supply, Installation & commissioning and training to **CSPTCL** personnel of “SF6 Gas Filling, Evacuation & Filtering, Drying, Pumping and Storage, Plant ”. The offered equipment shall be of reputed make, type tested and shall be subjected to acceptance & routine tests in accordance with relevant standards, as applicable.

1.2 It is not the intent to specify completely herein all the details of design and construction of “SF6 Gas Filling, Evacuation & Filtering, Drying, Pumping and Storage, Plant ”. However, the plant/equipment shall conform in all respect to the high standard of design, workmanship and be capable of performing the duties specified herein. The equipment shall be robust, rugged in design so that these can be used even in adverse site conditions. In the event of tenderer offering Kit/equipment manufactured by different manufacturers, it will be responsibility of the tenderer to fully coordinate the activities of each manufacturer in such a way that the complete offered equipment is manufactured, supplied & guaranteed for successful operation.

1.3 All the materials used for the manufacture of the plant/equipment shall be of the best quality and the design and workmanship shall be of the highest order, so as to ensure satisfactory operation over its full life. The offered equipment shall be complete with all components & accessories necessary for their effective and trouble-free operation and for meeting technical requirements stipulated herein below. Such components & accessories shall be deemed to be within the scope of supply, irrespective of whether these are specifically brought out in this specification or not.

2. STANDARDS:

2.1 Unless otherwise mentioned in the specification the offered equipment shall be manufactured, tested and supplied with all guaranteed technical particulars generally confirming to meet the requirement of the IS or any other standards relevant IEC, BS, ASTM, etc. or relevant standard of International Electro-Technical Commission or equivalent National Standards of India tenderers shall clearly state the standards to which the equipment offered by them conforms. In the event of offering of equipment conforming to standards other than IS, the salient points of comparison between standards adopted and the relevant IS shall be indicated in the proposal along with copies of adopted standards. It will be sole responsibility of the tenderer to prove that the salient features of offered equipment are equivalent or better than standards specified above. Four copies of such standards with authentic translation in English shall be furnished along with the offer.

2.2 In the offered bid, the suppliers will have to furnish confirmation in regard to compliance of our entire technical requirement. The bid should clearly describe various technical particulars of the equipments/materials as per details given in this specification. Based on above information all details required in Schedule-II to Schedule- VII should be furnished so that we may be able to examine whether the bid submitted is technically accepted or not. Also all details and confirmation required as per Schedule- II to VII will form part of technical offer.

3.0 CLIMATIC CONDITIONS:

The offered equipments / materials shall be suitable for continuous satisfactory operation under climatic conditions listed below:

SN	Particulars	Conditions
1	Location	Outdoor In the state of CG
2	Maximum ambient air temperature	55 ⁰ Centigrade
3	Minimum ambient air temperature	1 ⁰ Centigrade
4	Average daily ambient temperature	30 ⁰ Centigrade
5	Maximum Relative humidity	90% (sometime approaches saturation)
6	Average number of thunderstorm days per annum	50
7	Average No. of rainy days per annum	90
8	Average annual rainfall	125 cm
9	Months of tropical monsoon condition in the year	June to October
10	Maximum wind pressure	150 Kg/m ²
11	Altitude not exceeding	1000 Mtrs
12	Seismic level(Horizontal acceleration)	0.3 g

Note: Moderately hot and humid tropical climate, conducive to rust and fungus growth. The climatic conditions are also prone to wide variations in ambient conditions. Smoke is also present in the atmosphere. Heavy lightning also occurs during June to October.

4.0 SYSTEM PARTICULARS:

The equipments/materials offered under this specification shall be used in the substations having following system parameters:

S.No	PARTICULARS	SYSTEM PARAMETERS			
1	Nominal system voltage	400 KV	220KV	132KV	33KV
2	Highest system voltage	420 KV	245KV	145KV	36 KV
3	Frequency	-----50HZ-----			
4	Number of phases	-----Three-----			
5	Earthing	-----Effectively earthed-----			
6	Basic insulation level (Kv peak)	1425	1050	630	170

4.1 OPERATING CONDITIONS:

Voltage (Mains) : 230V AC (-10% to +10%)
 Frequency (Mains) : 50Hz±5%
 Temperature range : 10°C to 70° for operation and storage
 Relative humidity : less than 90%
 Environment : Out Indoor

5.0 ESSENTIAL FEATURES FOR “SF6 Gas Filling, Evacuation & Filtering, Drying Pumping and Storage, Plant” .:

**Guaranteed technical Particulars for SF6 Gas Filling, Evacuation &
Filtering, Drying, Pumping and Storage, Plant**

Sr. No.	Description	Specifications	Bidders Confirmation
1.	Applications	<p>The plant / equipment is capable for proper SF-6 handling and includes initial filling, recovery/evacuation, purification and re-pressurization of SF-6 tank.</p> <p>The equipment provide complete solution of filling and evacuation services for SF-6 equipment and consolidating partially used SF-6 bottles.</p> <p>The equipment is designed to perform safe and complete process of initial filling to recovery of SF-6 gas.</p> <p>The equipment should be comprehensive storage on on-board storage of more than 20 Kg liquefied SF-6 with additional external excess arrangement / valve provided unlimited storage capacity by enabling / connecting the use of external gas cylinders.</p> <p>The equipment is economical, portable and long lasting solution exceeds the valid IEC standards for the SF-6 handling.</p>	
2.	Functional Requirement	<ol style="list-style-type: none"> 1. Minimum 16 m3/hr vacuum pump for evacuation of air 2. SF-6 liquefaction available at temperature upto 45°C via a high pressure oil free compressor. 3. Compressor capable of 1000 psig / 65 barg of pressure. 4. High pressure, direct drive oil-free compressor, safety switch set at 500 psig. 5. Automatic shutdown feature when storage tank is full of liquefied gas or if it has reached maximum allowable pressure. 6. Purifies, dries, and filters SF6 to 0.1 microns during recovery and re-pressurization 7. 16 m3/hr On-board vacuum pump evacuates equipment to less than 1.3 mbar / 1 Torr and features a special valve preventing gas path reversal 8. Oil free compressor (1.3 m3/hr, final pressure 65 bar) for recovery of SF6 9. 3.3 m3/hr On board vacuum Compressor to achieve the vacuum upto 1 mbar 10. The equipment should be comprehensive storage on on-board storage of more than 20 Kg liquefied SF-6 with additional external excess arrangement / valve provided unlimited storage capacity by enabling / connecting the use of external gas cylinders 11. SF6 gas liquefaction available at temperatures 	

		<p>up to 45°C (114°F) via a high pressure, oil-free compressor</p> <p>12. The face of the cart has an easily understandable flowchart so that operational settings are intuitive</p> <p>13. High Pressure permeation resistant hose pipes</p> <p>14. The filters can be easily replaced without disconnecting any tubing</p>	
3.	Essential accessories to be supplied	<p>(i) Hose Pipe :- 10 meter length Hose pipe to connect the circuit breaker / GIS chamber for filling, evacuation, filtration and recovery.</p> <p>(ii) Gas leakage detection handheld SF-6 leak detector having detection limit less than 3 g per year or 3 PPMv, accuracy < 50 PPMv : 2%. Response time T90 < 1 second</p> <p>(iii) Regular consumable / spare parts – In view of maintenance of 5 years (List submitted by the bidder)</p> <p>(iv) Valves & coupling Sets : Two set of coupling / valves (brass material) with each equipment suitable for connecting the equipments with different make/type/voltage ratings circuit breakers needs to be supplied as under:-</p> <p>a. 132 KV CB : ABB/CGL/Siemens</p> <p>b. 220 KV CB : CGL/Siemens/GE</p> <p>c. 400 KV CB : CGL/GE/Siemens</p> <p>Also, these couplings / Valves should be suitable to handle the desired pressure (-) 1 to (+) 65 bar.</p>	
4	Response time T90	< 12 second	
4.	Power Supply	230V AC, 50Hz	
5.	Weight	Preferably near 100kg (Approx)	
6.	Power supply Cord	Minimum 10 meters long 2 sets	
7.	After Sales Service	Adequate “After Sales Service” facility in India	

SCHEDULE - I

PRICE BID

S. No.	Particular	Qty	Unit Ex-works price including packing & forwarding in Rs	Unit Freight charges in Rs.	GST on (Ex-works + Freight charges @ -----%	Unit F.O.R. destn. Price including GST and freight (4+5+6) in Rs.	Total Amount (in Rs)
1.	SF6 gas filling, evacuation, filtering, drying, pumping & storage plant with spares for five year operation etc.	05 No.					

SIGNATURE OF BIDDER & SEAL

SCHEDULE - II
Guaranteed technical Particulars for SF6 Gas Filling, Evacuation & Filtering, Drying, Pumping and Storage, Plant

Sr. No.	Description	Specifications	Bidders Confirmation
1.	Applications	<p>The plant / equipment is capable for proper SF-6 handling and includes initial filling, recovery/evacuation, purification and re-pressurization of SF-6 tank.</p> <p>The equipment provide complete solution of filling and evacuation services for SF-6 equipment and consolidating partially used SF-6 bottles.</p> <p>The equipment is designed to perform safe and complete process of initial filling to recovery of SF-6 gas.</p> <p>The equipment should be comprehensive storage on on-board storage of more than 20 Kg liquefied SF-6 with additional external excess arrangement / valve provided unlimited storage capacity by enabling / connecting the use of external gas cylinders.</p> <p>The equipment is economical, portable and long lasting solution exceeds the valid IEC standards for the SF-6 handling.</p>	
2.	Functional Requirement	<ol style="list-style-type: none"> 1. Minimum 16 m³/hr vacuum pump for evacuation of air 2. SF-6 liquefaction available at temperature upto 45°C via a high pressure oil free compressor. 3. Compressor capable of 1000 psig / 65 barg of pressure. 4. High pressure, direct drive oil-free compressor, safety switch set at 500 psig. 5. Automatic shutdown feature when storage tank is full of liquefied gas or if it has reached maximum allowable pressure. 6. Purifies, dries, and filters SF6 to 0.1 microns during recovery and re-pressurization 7. 16 m³/hr On-board vacuum pump evacuates equipment to less than 1.3 mbar / 1 Torr and features a special valve preventing gas path reversal 8. Oil free compressor (1.3 m³/hr, final pressure 65 bar) for recovery of SF6 9. 3.3 m³/hr On board vacuum Compressor to achieve the vacuum upto 1 mbar 10. The equipment should be comprehensive storage on on-board storage of more than 20 	

		<p>Kg liquefied SF-6 with additional external excess arrangement / valve provided unlimited storage capacity by enabling / connecting the use of external gas cylinders</p> <p>11. SF6 gas liquefaction available at temperatures up to 45°C (114°F) via a high pressure, oil-free compressor</p> <p>12. The face of the cart has an easily understandable flowchart so that operational settings are intuitive</p> <p>13. High Pressure permeation resistant hose pipes</p> <p>14. The filters can be easily replaced without disconnecting any tubing</p>	
3.	Essential accessories to be supplied	<p>(i) Hose Pipe :- 10 meter length Hose pipe to connect the circuit breaker / GIS chamber for filling, evacuation, filtration and recovery.</p> <p>(ii) Gas leakage detection handheld SF-6 leak detector having detection limit less than 3 g per year or 3 PPMv, accuracy < 50 PPMv : 2%. Response time T90 < 1 second</p> <p>(iii) Regular consumable / spare parts – In view of maintenance of 5 years (List submitted by the bidder)</p> <p>(iv) Valves & coupling Sets : Two set of coupling / valves (brass material) with each equipment suitable for connecting the equipments with different make/type/voltage ratings circuit breakers needs to be supplied as under:-</p> <p>a. 132 KV CB : ABB/CGL/Siemens</p> <p>b. 220 KV CB : CGL/Siemens/GE</p> <p>c. 400 KV CB : CGL/GE/Siemens</p> <p>Also, these couplings / Valves should be suitable to handle the desired pressure (-) 1 to (+) 65 bar.</p>	
4	Response time T90	< 12 second	
4.	Power Supply	230V AC, 50Hz	
5.	Weight	Preferably near 100kg (Approx)	
6.	Power supply Cord	Minimum 10 meters long 2 sets	
7.	After Sales Service	Adequate “After Sales Service” facility in India	

SCHEDULE – III

SCHEDULE OF BIDDER’S EXPERIENCE

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

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

Signature of Bidder

Name :

Company :

SCHEDULE- IV
Details of Manufacturer

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

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

Signature of Bidder

Name :

Company :

SCHEDULE- V
COMMERCIAL INFORMATION

Strike-off, whichever is not applicable

1.i)	Whether purchased from this office or downloaded?	Yes/No
ii)	If down loaded, whether tender cost is furnished? Details of MICR DD for tender cost	Yes/No
iii)	Amount of EMD	Rs.
iv)	Earnest Money details & GST Number & registration certificate	Bank draft/ Banker's cheque with Manager (RAO: HQ), CSPTCL, Raipur. GST Number & Registration certificate Enclosed
v)	If exempted, state whether bidder is	SSI Unit of CG/ Small scale unit registered with NSIC/ Fully owned State Central Govt. Unit.
vi)	Reference of documentary evidence regarding exemption enclosed	Yes/ No
2.	Whether the offer is valid for 180 days from the date of opening of commercial/technical bid	Yes/ No (If no, state validity period)
3.	Rate of GST(goods and service tax)	
4.	PAYMENT TERMS:- Whether CSPTCL's terms of payment is acceptable to the bidder .	Yes/ No
5.	DELIVERY PERIOD:- Whether CSPTCL's terms of Delivery is acceptable to the bidder.	Yes/ No
6.	PENALTY CLAUSE Whether agreeable to CSPTCL's Penalty clause	Yes/ No
7.	GUARANTEE PERIOD :- Whether agreed to CSPTCL's guarantee period of 36 months from date of commissioning, Demonstration & Training.	Yes/ No
8.	SECURITY DEPOSIT Whether agreeable to furnish CSPTCL's Standard security deposit @ 10% of value	Yes/ No

	of order for satisfactory execution of the order and to cover guarantee period. (If not, indicate deviation specifically)	
9.	EXTENSION ORDER:- Whether you are agreeable to accept extension order for 50% of qty. on the same rates, terms & condition if any extension order is placed within 6 months from the date of placement of detailed order.	Yes/ No
10.	Please mention whether rates offered are applicable for part quantities.	Yes/ No
11.	Mention Turn over of the firm for last three years (Enclose balance sheets in support)	
12.	2014-15	
(a)	2015-16	
(b)	2016-17	
(c)	2017-18	
(d)	2018-19	
(e)	C.A. audited self attested copy of net worth for the last three financial years submitted.	Yes/No
13.	Year of start of manufacture of offered equipment/ material.	
14.	Whether submitted Notary attested copy of undertaking duly certified by CA stating that a) All interest payment obligations on outstanding debentures have been discharged and no such payment as on 31.12.2019 is/was outstanding / overdue. b) Company is presently not in default in repayment of bank loan and has not been taken up for CDR/SD.	Yes/ No
15.	Whether submitted Pre – contract Integrity pact	Yes/ No

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

Place:-

SIGNATURE OF BIDDER:

NAME IN FULL:

Date:-

DESIGNATION/STATUS IN THE FIRM :

COMPANY SEAL

SCHEDULE – VIA

SCHEDULE OF COMMERCIAL DEVIATIONS

We/I have carefully gone through the Commercial requirements of specification and the General condition of contract and we/I have satisfied ourselves/myself and hereby confirm that our/my offer strictly conforms to the requirements of commercial specification and General conditions of contract except for the deviations, which are given below:-

S. No.	DESCRIPTIONS & CLAUSE NO. OF THE SPECIFICATION & PAGE NUMBER	STIPULATION IN SPECIFICATION	DEVIATION OFFERED.	REMARKS REGARDING JUSTIFICATION OF THE DEVIATION
1	2	3	4	5

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

Dated

Name and seal of the tendering Company

SCHEDULE – VI B

SCHEDULE OF TECHNICAL DEVIATIONS

We/I have carefully gone through the Technical specification and the General condition of contract and we/I have satisfied ourselves/myself and hereby confirm that our/my offer strictly conforms to the requirements of technical specification and General conditions of contract except for the deviations, which are given below:-

S.N	DESCRIPTIONS & CLAUSE NO. OF THE SPECIFICATION & PAGE NUMBER	STIPULATION IN SPECIFICATION	DEVIATION OFFERED.	REMARKS REGARDING JUSTIFICATION OF THE DEVIATION
1	2	3	4	5

Except for aforesaid deviations, the entire order, if placed on us, shall be executed in accordance with your specification and any other conditions, variation/deviation etc. if found elsewhere in our offer should not be given any considerations while finalizing the tender.

Dated

Name and seal of the tendering Company

SCHEDULE-VII

GENERAL INFORMATION

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

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

Dated

Name and seal of the tendering Company.

Place

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

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

2. OBJECTIVES

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

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

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

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

4. COMMITMENTS OF BIDDERS

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

- 4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the CSPTCL for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the CSPTCL.
- 4.3. The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8. The BIDDER commits to refrain from giving any compliant directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

- 5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

- 5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

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

7. SANCTIONS FOR VIOLATIONS

- 7.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sum already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the CSPTCL for a minimum period of five years, which may be further extended at the discretion of the BUYER.

- (viii) To recover all sum paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee of the BIDDER or any person action on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

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

- (xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.2. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purpose of this Pact.

8. INDEPENDENT MONITORS

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

9. FACILITATION OF INVESTIGATION

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

10. LAW AND PLACE OF JURISDICTION

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

11. OTHER LEGAL ACTIONS

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

12. VALIDITY

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

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

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

BIDDER

BUYER

Witness

Witness

1).....
.....

1).....
.....

2).....
.....

2).....
.....

**FORM OF JOINT DEED OF UNDERTAKING BY THE
MANUFACTURER ALONGWITH THE BIDDER**

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

WHEREAS the “Purchaser” invited Bid as per its Specification No. TR-19/42 for tendered
item/work.

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

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

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under :-

- 1.0 In consideration of the award of Contract by the Purchaser to the Bidder (hereinafter
referred to as the “Contract”) we, the Manufacturer and the Bidder/Supplier do hereby
declare that we shall be jointly and severally bound unto the Chhattisgarh State Power
Transmission Company Limited, Raipur for the successful performance of Insulated
Elevated work platform (EWP), scaffolding System and Hot line Maintenance tools in
accordance with the Contract Specification.\
- 2.0 Without in any way affecting the generality and total responsibility in terms of this
Deed of Undertaking, the Manufacturer in particular hereby agrees to ensure proper
design, manufacture, Quality Management, Testing, supply of final destination delivery
at site basis and successful performance of the goods in accordance with Contract
Specifications.
- 3.0 This Deed of Undertaking shall be construed and interpreted in accordance with the
laws of India and the courts in Raipur (Chhattisgarh) shall have exclusive jurisdiction in
all matters arising under the undertaking.

- 4.0 The manufacturer hereby undertakes to provide Spares and Service support through the Bidder, for overall performance of equipments of equipments as listed of the Tender Specification No. TR-19/42 till the validity of this agreement.
- 5.0 We, the Manufacturer and the Bidder confirm that this agreement shall be valid for a period of atleast five (5) years after the guarantee period of the goods to be supplied under the Contact.
- 6.0 We, the Manufacturer and the Bidder agree that this undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this undertaking shall continue to be enforceable till the Purchaser discharges it. It shall become operative from the effective date of Contact.

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

WITNESS Signature Name office Address.....

WITNESS	(FOR MANUFACTURER)
Signature	(Signature of the authorized representative)
Name :.....	
Address.....	Name
	Common Seal of the Company

WITNESS	(FOR BIDDER)
Signature	(Signature of the authorized representative)
Name	
Address.....	Name
	Common Seal of the Company

Note :-

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

ANNEXURE –A-III

Performa for Power of Attorney

TO BE ISSUED BY MANUFACTURER

TO ITS AUTHORISED REPRESENTATIVE (BIDDER)

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

KNOW ALL MEN BY THESE PRESENTS THAT WE,Company incorporated under the laws of and having its Registered Office(s)/Head Office(s) at (hereinafter called the 'Manufacturer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) through Mr. its(designation) do hereby constitute, nominate and appoint a Company incorporated under the laws of and having its Registered/Head Office at as its duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative") to exercise all or any of the powers for and on behalf of the manufacture in regard to Specification No. TR-19/S&P/54 for **tendered item/work** the bids for which have been invited by Chhattisgarh State Power Transmission Co. Ltd. (CSPTCL) a Company incorporated under the companies Act of 1956 having its registered office at 3rd floor, Vidyut Sewa Bhawan Dangania, Raipur CG (hereinafter called the "Purchaser/CSPTCL" which expression shall include its successors, executors and permitted assigns) to undertake the following acts:

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

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

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

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

For and on behalf of the

Common Seal of the above Manufacturer

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

WITNESS

1. Signature.....

2. Signature.....

Name

Name

.....

Designation

Designation

Occupation

Occupation

Note:

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

PROFORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT

(To be executed on non-judicial stamp paper of Rs. 250/- and Rs 1/- Revenue stamp may be affixed on Bank Guarantee)

Bank Guarantee No..... Dated.....

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 Transmission Company Ltd, against order No..... dated..... 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 erstwhile 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 erstwhile CSEB Raipur).

This agreement should be validand binding on this bank up to and including claim period upto_____ 20____or for such further period as may here under be mutually fixed from time to time in writing by the Chhattisgarh State Transmission Company Ltd. and the contractor 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 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 dtd....., unless a demand to enforce a claim under the guarantee is made by CSPTCL to the Bank upto dtd..... the rights of the CSPTCL under this guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities there under.

WITNESSES:-

SIGNATURE

Authorized Signatories of Bank

1.

Signed._____

2.

for _____ Bank

ANNEXURE-A

PROCEDURE FOR CLAIMING PAYMENT

The bidder should note carefully the following procedures for claiming payments. CG Power Transmission Co. Ltd., (CSPTCL) shall not be responsible for any delay in release of payments whatsoever due to non-compliance of any of the instructions, which are detailed hereunder:

1. CSPTCL reserves the right to accept materials either at project sites or in Transmission Stores. Normally, power transformers, circuit breakers and other heavy equipments are received directly at substation sites. The place where the equipment or material shall be received is clearly defined in the tender document.
2. The bidder will have to prepare MRC-wise invoice for full quantity and full value of the equipment covered under the MRC, which is to be claimed by him as per terms of the contract. This is necessary, since in case part payment is claimed by the supplier, then at the time of claiming balance payment, original MRC will not be available, which will result into delay in payment of subsequent invoice.
3. For claiming all type of payments, the documents complete in all respects in **quadruplicate should be submitted to order placing authority** only.
4. All major payments will be released directly by CSPTCL within time bound schedule. If any loan assistance is received from any financial institutions the same will be intimated to the successful bidders by the order placing authority.
- 5.0 Since payments and other payments if any specified in the tender document, are required to be made separately, it is necessary that there should be some procedure to interlink all these payments equipment-wise/lot-wise. For this purpose, it may be noted by the bidder that while claiming all these payments, the MRC number and date and name of Transmission Stores and destination should be clearly mentioned on the right-hand top of each invoice. In case this is not done and the documents are not linked properly, responsibility for delay in payment will rest on the bidder.
- 6.0 **Procedure for claiming 80% payment.**
 - 6.1 For claiming 80% payment along-with 100% freight charges and 100% GST, the following documents will have to be submitted to order placing authority.
 - 6.1.1 Invoice in quadruplicate duly inscribed with MRC number along-with documentary evidence and name of consignee/destination.
 - 6.1.2 The invoice should be prepared strictly using the description given in Schedule-I, otherwise any deviation may result into rejection of invoice because the Finance Department may consider that either technical specification of equipment supplied is different or some of the accessories have not been supplied.
 - 6.1.3 A clear certificate mentioning invoice number, MRC details and name of consignee as per specified Proforma (which will be made available along-with purchase order) should be submitted to certify that there is no negative price variation on the date of inspection call of the equipment/material covered under the invoice claiming payment.

- 6.1.4** In case there is any negative price variation, detailed calculation should be submitted along-with invoice duly supported with certified IEEMA circulars and basic price may be reduced to the extent of negative price variation.
- 6.1.5** Certificate for completeness of equipment as per specified schedule enclosed with the detailed purchase order as per Proforma specified by the order placing authority.
- 6.1.6** Copy of Lorry Receipt/MTR.
- 6.1.7** Packing list and bill of material duly certified by the supplier, which should be prepared package-wise indicating package number to facilitate identification of content of various packages.
- 7.0 Procedure for claiming 20% payment:** - Balance 20% payment shall be released after submission of invoice along with certificate towards successful Installation, Testing, Commissioning and Demonstration cum Training of equipment with all accessories after completion of 30 days period from the date of submission of invoices.
- 7.1** For claiming this payment the following documents will have to be submitted to order placing authority.
- 7.2** Invoice in quadruplicate duly inscribed with MRC number along with documentary evidence and name of consignee/destination with certificate from the concerned AE/EE in charge of the destination substation site
- 8.0 Bank charges**

In respect of all payments, which will be released by CSPTCL within specified period, no bank charges will have to be borne by the bidder. However, in respect of payments, which will be released by any financial institutions directly to the bidder, bank charges if any, will have to be borne by the Bidder.

Proforma-‘I’

UNDERTAKING

(Completeness of Equipment)

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

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

Place:-

Date :-

Proforma-‘II’

COMMISSIONING CERTIFICATE

**CERTIFICATE REGARDING INSTALLATION, TESTING, COMMISSIONING AND
DEOMNSTARION CUM TRAINING OF EQUIPMENT WITH ALL ACCESSORIES
FOR CLAIMING BALANCE 20% PAYAMENT**

.....(Supplied Item Name)..... with all accessories bearing S. No.
_____ supplied by M/s _____ (name
of firm) has been successfully installed, tested, commissioned and arranged Demonstration
with training of equipment at _____ (Name of place) on
_____ (Date) at _____ (Hrs.)

It is confirmed that M/s _____ have provided services
towards installation, Testing, commissioning & arrange Demonstration with training of
equipment with all accessories as stipulated in the Contract No.
_____ Dtd. _____

Place :

Date :

**Name & Designation of concerning officer
Seal**