

CHHATTISGARH STATE POWER TRANSMISSION CO. LTD.

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

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OFFICE OF CHIEF ENGINEER (STORE & PURCHASE)
CHHATTISGARH STATE POWER TRANSMISSION CO. LTD.
DAGANIYA, RAIPUR (C.G.) 492-013

Phone: 0771- 2574236, 2574240 Fax: 0771- 2574246
Website- www.cspc.co.in, email- narendra.bisen2010@gmail.com

TENDER SPECIFICATION

TR- 20/S&P/01 dtd.13.05.2020

SUPPLY OF SERIAL DATA TERMINAL SERVER & PORT SPLITTER

(Through E-Bidding)

RFX No.8100017443

LAST DATE & TIME OF SUBMISSION OF TENDER

08.06.2020 (TIME 15:00 HRS.)

DUE DATE OF OPENING OF TENDER

08.06.2020 (TIME 15:30 HRS.)

**Cost of Tender:-i)Rs.1120/- (Rs.1000+Rs. 120 Incl of GST @ 12%)
(if purchased from O/o CE(S&P))**

**ii) Rs. 1180/- (Rs.1000+Rs. 180 Incl of GST 18%)
(if downloaded from website)**

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TENDER FORM
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 CSPTCL to test and supply, plant, machinery, materials, deliver and execute and do the several works and things which are described or referred to in the enclosures & Annexure to the specification **TR-20/S&P/01 dtd. 13.05.2020** copies of which are annexed hereto and which under the terms thereof are to be supplied, executed and done by the contractor in a thoroughly good and workman like manner, and to perform and observe the provisions and agreements or the part of the contract contained in or reasonably to be inferred from the said tender documents for the sum and at the rates set out in schedules annexed hereto.

It is confirmed that:

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

CHHATISGARH STATE POWER TRANS. CO. LTD.

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

CIN- U40108CT2003SGCO15820/GSTIN-22AADCC5773E1ZX**O/o Chief Engineer (Store & Purchase)****3rd Floor, SLDC Building, Dangania, Raipur (C.G.)-492013**Website- www.cspc.co.in,

Phone-0771-2574236/40

Email id: - narendra.bisen2010@gmail.com

Fax-0771-2574246

No. CE/TR-20/S&P/01/NIT/

Raipur, dtd. --.--.2020

E-PROCUREMENT TENDER NOTICE

Sealed tenders are invited from **experienced manufacturers** for supplying the following equipments/ material.

Sl. No	Tender No.	Particulars	Qty	Cost of tender doc. (Rs.) including GST (Rs.)		EMD (Rs.)	Due date
				Printed Tender Form	E-Tender Form Online (downloaded from website)		
1.	TR-19/S&P/39 RFx No-8100017442	(i) 400 KV Center break maintenance free isolator without earth switch including Post Insulators.	5 sets	1120/-	1180/-	2.37 Lakhs	08/06/2020
		(ii) 400 KV Centre Break Maintenance Free Isolator with earth switch including Post Insulators.	13 sets				
2.	TR-20/S&P/01 RFx No-8100017443	(i) Supply of Serial Data Terminal Server	8 nos.	1120/-	1180/-	27,722/-	08/06/2020
		(ii) Splitter	8 nos.				

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) **Tender will be processed through e-bidding module of SAP-SRM. Bidders are advised to visit our website www.cspc.co.in/csptcl for viewing detailed instructions regarding submission of offer through SAP-SRM.**
- v) **The NIT shall also be published in www.tarang.website**

// TERMS AND CONDITIONS //

- (i) The tender documents can be obtained from the office of the CE (S&P),CSPTCL in person on payment of cost of tender documents in the form of D.D. 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 D.D. 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) 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 & EMD should be suitably super scribed "DDs containing cost of tender document and EMD". The details of DDs should be mentioned on the outer side of the envelope also. Please note carefully that in absence of aforesaid requisite tender fee, further bid shall not be considered for opening.
- (iii) Tender documents and the detailed 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 (Store & Purchase)
C.S. Power Transmission Co. Ltd., Raipur

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

The tender specification no. TR-20/S&P/01 is to be processed through e-bidding. The Techno commercial bid is to be submitted online as well as offline (hard copy). Details of NIT & Tender Documents are available on our website – <http://www.cspc.co.in> & <http://ebidding.cspcl.co.in:50724/irj/portal>. The bidder may download the same from the above site. In e-bidding portal, tender documents will be displayed in online tender display at Technical RFx section.

Last date & time of submission of techno commercial bid in hard copy and upload details in softcopy is **08.06.2020** upto **3.00 pm**. Due date & time of opening of part –I and part-II in Hard copy and TC bid soft copy details through SAP SRM (E bidding Portal) of the tender is **08.06.2020** at **3.30 pm**. Price bid is not required to submit in Hard copy.

Important Instructions :-

1. Please note that this tender shall be processed online as well as offline. The bidder has to submit all the documents in hard copy as per tender specifications in four envelopes. Besides above, scanned copy of following documents are to be uploaded in e-bidding portal:-

- (a) The scanned copy of DD for tender fee.
- (b) The scanned copy of DD for EMD/ EMD exemption.
- (c) Schedule 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 be upload/attach scanned copy of price bid in soft copy. Only the rates are to be filled in item tab in e-bid in SAP SRM System(online e-tender). Rates should be quoted online & in specified fields only.** Once the rates are filled, the bidders may change their rates upto the due date and time of submission of tender. After due date and time, no change on any ground whatsoever will be accepted.

3. After scrutiny of techno-commercial bid, the price bid will be opened in e-bidding system only of eligible bidders for which suitable intimation will be given to the bidders offline & through email.

4. Please note that e-mail is always system generated, hence bidders are advised to regularly check their inbox/junk mail box.

5. CSPTCL shall not assume any responsibility for non-supporting of system, internet, line & associated hardware & software for bidding their tender. No extension in time shall be granted on such grounds. The bidder should submit their bid well before submission dead line to avoid any system related problem. It is strongly recommended not to wait for submission of bid in last minutes as internet/technical problem may disrupt their works.

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

**Chief Engineer (Store & Purchase)
CSPTCL: RAIPUR**

SECTION - I
SPECIAL 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 **08.06.2020** 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. 27,722/- (Rs. Twenty Seven Thousand Seven Hundred & Twenty Two 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 alongwith EMD. In absence of GST registration the offer shall not be accepted.

4. The bidding is open to manufacturers only who can provide satisfactory evidence to substantiate this

5. **Qualifying Requirements:-**

- (A) **Manufacturing & Technical Requirement:-**

The bidder should be a manufacture of Tendered item ‘OR’ their Authorized Distributor/Dealer/Channel partner.

‘OR’

The bidder should be a firm having minimum experience of **three (03) years** for supply of Tendered item “Or” any spare parts of Fibre Optic Terminal equipment (FOTE) to any Indian power utilities owned and controlled by Central or State Govt. “Or” PSU “Or” Government organizations as on date of NIT.

The following documents should be submitted in support of this Manufacturing & Technical Pre Qualifying Requirements:-

- (a) As a proof of manufacturing unit the bidder should submit self attested copy of valid NSIC/DIC certificate for Serial Data Terminal Server & Port Splitter RS 232/RS485. In case the firm is not registered with NSIC/DIC, bidder should furnish self attested copy of Factory License issued by Industries Department of State/Central Govt. for Serial Data Terminal Server & Port Splitter.
- (b) As proof of experience for supply of tendered item the bidder should submit the self attested copy of order place to them by any Indian power utilities owned and controlled by Central or State Govt. "Or" PSU "Or" Government organizations as on date of NIT.

(B) Commercial/Financial Requirement:-

- (i) 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, 2017-18 & 2018-19) of **Rs. 41.58 Lakhs (Rs Forty One Lakh Fifty Eight Thousand) only**. Duly certified by CA & self attested copies of audited Balance Sheet, Annual Profit & Loss Statement and turnover of last five years is to be submitted. In the absence of availability of audited balance sheet of F.Y. 2018-19, the provisional balance sheet of this period shall be accepted.

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).

- (ii) Net Worth of bidder for last three financial years i.e. **2016-17 , 2017-18 & 2018-19** should be positive. Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets. C.A. audited self attested copy of net worth for the last three financial years is to be submitted.
- (iii) **The bidder shall give following self attested undertaking duly certified by CA that:-**
- (a) **All payment obligations (principal and/interest) on outstanding debentures have been discharged and no such payment which was due on 31.12.2019 is outstanding/overdue.**
- (b) **The Company is presently not in default in payment of any bank loan / interest for more than three months or any loan account of the bidder has not been classified as NPA (Non Performing Asset) by the creditor/lending bank as on date of submission of bid.**

(C) Other Requirement:-

- (i) **The bidder should not be debarred/black listed by Bank/State Govt. /Central Govt. /State PSU/CPSU/SEB/ Public utility as on the date of issue of NIT. A declaration in this regard shall be furnished by the bidder.**
- (ii) **"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.**

- (iii) The **bidder** shall have to submit pre-contract integrity pact in the format enclosed as Annexure - I on non-judicial stamp paper worth Rs. 250/- duly signed by the bidder along with the Techno-Commercial bid. The validity of this integrity pact shall be from the date of its signing and extended up to 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.
- iv) All document should be self attested by authorized signatory of the tender only.
6. Only **FIRM rate** should be quoted. No price variation shall be admissible.
PRICE BID has to be submitted online in prescribed format only as per Schedule-II. Ex-works price including packing and forwarding charges should be quoted. GST & freight charges should be quoted separately. **The total F.O.R destination price should be quoted in the relevant column.**
7. The rates quoted in the price bid (in e-Bidding module only) shall be taken as final. However, in case of any mistakes / errors found in calculation for arriving total value of contract, corrections shall be made for the purpose of computation to decide relative position of bidder. Whereas while placement of order the lowest rate shall be taken.
8. **It is not required to upload /attach scanned copy of price in soft/hard copy. Only the rates are to be filled in the item tab in e-bid in SAP SRM System (online e-bidding portal). The prices should be quoted through SAP SRM system should indicating unit ex-works price inclusive of packing & forwarding charges, GST, freight charges & any other charges should be quoted separately. The freight shall be on FIRM basis irrespective of whether the ex-works prices are firm or variable. The total F.O.R. destination price should be quoted in the relevant column.**
9. 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.
10. The tender offers of those Bidders, who do not agree to CSPTCL's payments terms, security deposit clause, liquidated damages clause, performance guarantee clause shall be liable for rejection.
11. The tender document shall be available for sale in the Office of CE (S&P) on payment of the cost of tender document through demand draft / cash payment on all working days up to one day prior to the due date of opening. The tender document shall also be displayed in CSPTCL's 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).
12. 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.
13. **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 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.
- 14. 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. 250/- duly signed by the bidder along with the Techno-Commercial bid. The validity of this integrity pact shall be from the date of its signing and extended up to 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.
- 15. ‘EXTREMELY IMPORTANT’- Bidders to note this to avoid rejection-**
- 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”.**

* * *

GENERAL INSTRUCTIONS TO BIDDERS

1. **SCOPE :-**

The tender specifications shall cover supply of tendered items as per the technical specifications mentioned in Section-II of the tender document.
- 2.1 **ACCEPTANCE OF OFFERS:-**

While the Bidders may make all out efforts to offer for the complete scope of tender, they may please note that the CSPTCL reserves the right to split the tender into different lots towards supply.
Bidders are advised to go through the contents of specific requirement for standard conditions very carefully and in absence of non-compliance/lapse, responsibility for the same will rest on Bidders.
- 2.2 **CRITERIA FOR PLACEMENT OF ORDER: -**

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

 - (i) The competitive rates quoted by each Bidder: - The original ranking based on FOR destination rates offered.
 - (ii) The production capacity and past performance against the tendered material supplied against CSPTCL's orders.
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.
For procurement of singular quantity of material/equipments the extension order clause shall be applicable for 100% additional quantity.
- 3.2 **Price reduction clause: -** In case a fresh tender is issued for the same item before completion of supply against extension order and lower rates are received in the fresh tender. The lower rates received in the fresh tender shall be applicable to the quantity of extension order balance to be supplied also.
4. **OFFERS: -** The offer for equipments/materials is required to be submitted in duplicate in separate sealed envelopes for which following details may be noted:-
- 4.1 **Part-I: EARNEST MONEY DEPOSIT:**

Please note that techno-commercial bid of tender will not be opened if earnest money is not deposited in form of demand draft for the value mentioned in tender clause No. 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 notarised should be submitted.

- ii) Small scale units registered with NSIC: - In case of small scale units registered with NSIC, their registration certificates should be valid for the item under tender on due date of opening of Techno-commercial bid. In case the certificate is not valid on due date of opening the tender shall be liable for rejection. *Incomplete certificate should not be submitted. The list of items for which certificate is valid should also be furnished and name of item under tender should appear in this list failing which tender shall be liable for rejection.*
- iii) Fully owned State Govt /Central Govt. units, if 100% shares are held by the state Govt. concerned for which documentary evidence duly notarised must be furnished with offer.
- iv) Self attested photocopy of the NSIC/ SSI registration certificate for the tendered item should be furnished with the offer. In case of not having self attested photocopy, the original certificate should be produced at the time of opening for verification failing which their offer will be liable for rejection.
- v) The Bidders who come under any of above category must produce documentary evidence failing which offer shall be rejected.

It has been noticed that some bidders submit photocopy of a certificate. This is not acceptable. The photocopy of valid NSIC certificate should be self attested (i.e. copies attested by authorized signatory of the tender) failing which tender shall be liable for rejection.

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

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

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

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

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

4.2.2 COMPLETENESS OF EQUIPMENT AND BOUGHT OUT ITEMS: -

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

- i) The responsibility for obtaining timely supplies of bought out items will rest on the Bidder and only on this basis, delivery period will be offered in the tender.
- ii) It may be noted in the case of damages/shortages due to improper packing or any other negligence, replacement shall be arranged within one month's time. If this is not done, date of delivery of such accessory will be treated as date of delivery of main equipment and full liquidated damages shall be recoverable from the Bidder on total cost of the material.

- iii) For bought out items, responsibility for guarantee and obtaining immediate replacement in case any defects are noticed and in case defective supply of any item is reported will rest on the Bidder.
- iv) In case for attending to defect in any equipment or inspection/replacement of the equipment, which may be bought out item for the Bidder; services of engineer of original manufacturer is required, the same will be organised on immediate basis by the Bidder at his cost.
- 4.2.3 It would be obligatory on the part of Bidder to enclose a schedule of Technical deviation in Schedule VI-B in case there are any deviations from our technical requirement. **Even if no deviations are involved, a separate schedule of deviation for technical particulars should be enclosed wherein a certificate may be recorded that there are no deviations from all our technical requirements.** In the event of non-compliance of this instruction, it may be noted that the CSPTCL reserves the right to reject all such offers without assigning any reason or without making any correspondence for obtaining any clarification.
- 4.2.4 **Demonstration of Testing:** - CSPTCL intends to procure these equipments of technical specifications given in tender document. In case of offer other than these , the bidder has to demonstrate necessarily quality/functioning of offered equipment before CSPTCL's engineers/committee of engineers. 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 bidders may be asked to demonstrate the general quality/functioning of material to be supplied, before CSPTCL's engineers/committee of engineers on specified date within 10 days on a written request by CSPTCL. Accordingly, bidders should have made all the necessary arrangements to demonstrate general quality and live functioning of the measuring Instrument. In case of bidder's failure to demonstrate functioning of measuring Instrument satisfactorily or Committee is not satisfied with the quality of testing equipment, offer will be rejected and price bid will not be opened.

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.

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 basis of **FIRM rate**. 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. 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:-**100% payment along with all taxes and duties shall be made on production of necessary documents along with material receipt certificate (MRC) from our consignee normally within 30 days time.

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

4.3.3 **DELIVERY PERIOD:** Supply of 100% of the ordered quantity shall be completed within three months from the date of issue of detailed order. Date of offer for inspection will be treated as date of delivery, If inspection offer is received 21 days prior to terminal date of delivery. However the material should be delivered to our stores within delivery/extended delivery period Delivery period can be deferred/advanced as per requirement i.e. delivery can be rescheduled.

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 damages" 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.

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

For this purpose date of offer (**date of readiness of material for inspection shall be treated as date of offer**) for inspection of material in the O/o CE (S&P) shall be considered as the date of delivery subject to condition that:-

- i) The intimation of readiness of material in respect of each lot should be made at least 15 days in advance from the scheduled date of completion of supply.
- ii) Material should be delivered at stores within 21 days from issue of dispatch clearance. Please note that in case material is not received within 21 days from date of issue of dispatch instructions even though the delivery period exists liquidated damages shall be imposed on delay of dispatch.

The inspection offer, apart from postal/courier service shall be invariably **Faxed/E-mailed** to the CE (S&P) so that ambiguity does not arise for date of offer. In case the

inspection offer is not received in the O/o CE (S&P) through Fax/E-mail the date of receipt of offer letter shall be taken as date of offer for inspection.

4.4.5 **GUARANTEE PERIOD:**

Equipments offered and associated accessories covered under the tender shall be guaranteed for performance and quality for a period of 30 months from the date of supply in Store or 24 months from date of commissioning whichever is earlier.

In case any defect in the equipment/material is found within guarantee period, the same will be replaced/repared 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 damages (which provides for imposition of penalty/liquidated damages, risk purchase at your cost and cancellation of contract) the CSPTCL may also take suitable penal action against 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.

4.4.6 **SECURITY DEPOSIT:**

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

- (i) All 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 notarized should be furnished. **The bank guarantee shall be submitted within 30 days from date of order and shall be kept valid for guarantee period exceeding claim period of 06 months.** The bank guarantee shall be submitted on stamp paper worth Rs. 250/- or as per the prevailing legal requirements/ any other amount as per the C.G. State Stamp Duty Act and shall be from a Nationalized/ Scheduled Bank in the prescribed form of CSPTCL. No

interest shall be paid by CSPTCL on the security deposit. In case of non-fulfillment of contractual obligations by the supplier the security deposit shall be forfeited.

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

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

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. **The GST registration certificate is not furnished**

and

ii) In case DD towards tender cost is not found inside this envelope in case tender document is downloaded from website.

(ii) **Envelope - II** (To contain Part-II of tender document)

This envelope should contain the Technical Bid and Commercial bid complete in all respects, in duplicate & Integrity pact as per proforma in Annexure -I.

(iii) **Envelope – III** -This large envelope should contain all the above two envelopes. A certificate in the following format should be recorded on main envelope itself.

TENDER SPECIFICATION No.TR-20/S&P/01 DUE FOR OPENING ON DTD. 08/06/2020 FOR SUPPLY OF SERIAL DATA TERMINAL SERVER & PORT SPLITTER

THIS ENVELOPE CONTAINS THREE ENVELOPES FOR:-

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

To,
The Chief Engineer (S&P),
C.S. Power Transmission Co. Ltd.,
Danganiya, RAIPUR (C.G.) 492013

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 & INTEGRITY PACT	AGREED
5	TECHNICAL SPECIFICATION	IT IS CERTIFIED THAT THE MATERIAL OFFERED BY US IS STRICTLY AS PER TECHNICAL SPECIFICATION AS STIPULATED IN THIS TENDER AND IN CASE ANY DEVIATION IS OBSERVED LATER ON, WE SHALL BE SOLELY RESPONSIBLE AND THAT OUR TENDER SHALL BE LIABLE FOR REJECTION.

Sign & Seal of Bidder

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

6. **OPENING OF TENDERS:-**Part - I i.e. Earnest Money shall be first opened on the due date & time. Part-II i.e. "Technical & Commercial Bid" will be opened thereafter on the same day in respect of the bidders whose **GST registration certificate is attached and EMD are found to be as per tender specification**. These bids will be scrutinized and then we will take decision regarding opening of Part - III price bid in respect of successful Bidders. For the purpose of opening of price bid, a notice of not less than 7 days shall be given to the Bidders so that they may depute their representative for attending price bid opening. It may be mentioned that period of 7 days will be counted from the date of issue of fax intimation by us. Such intimation shall be given within a reasonable period from the date of opening of commercial and technical bids, and after its scrutiny. Only authorized representatives possessing necessary authority letter from the 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 of his responsibility for meeting all the requirements of this specification and shall not prevent subsequent rejection if such equipment are later found to be defective.
- e) In readiness of material for inspection should be intimated to O/o the CE (S&P), CSPTCL at least 15 days in advance so that Inspector can be deputed on scheduled date. In case material is not found ready on the intimated date of readiness, the CSPTCL reserves the right to recover from the supplier the charges.
- f) **Random testing:**
 - a) The CSPTCL's authorized Inspector shall test the samples selected at random from the material offered for inspection and tests as per relevant ISS shall be conducted at firm's works on the randomly selected samples. In case, the samples fail to withstand the required tests, the entire lot will be liable for rejection.
 - b) However, inspection of material before dispatch or waiver of inspection will not relieve the supplier from his responsibility to supply the material strictly in accordance with the tender specification.
 - c) If required, the Company may at its option test the samples selected at random from the supplies affected and/or may get the selected samples tested for acceptance / type test as per relevant ISS and Technical specifications at any standard laboratories as deemed fit e.g. CPRI, ERDA etc.

- i) If the sample passes the test, charges towards testing & transportation shall be borne by CSPTCL & the lot shall be accepted.
- ii) In case, the samples fail the required tests, supplier will be required to bear all the charges including transportation and taxes etc paid to standard laboratories e.g. CPRI, ERDA etc. towards conducting the tests and the entire lot will be liable for rejection. The supplier will have to replace/repair the whole rejected lot at his own cost.
- iii) The replaced material, at CSPTCL's option shall be tested for acceptance tests in the Govt. standard laboratory as deemed fit on terms & conditions similar to first testing. If the sample passes the required test, the lot shall be accepted. The charges required for getting the tests conducted shall be borne by CSPTCL. If the sample again fails, the lot shall be rejected & the charges required for getting the tests conducted shall be borne by the supplier and action as per provision of contract shall be taken.

g) Stage inspection:-The CSPTCL reserves the right to carryout stage inspection during manufacture. The inspection will include verification of all raw materials, construction practice, quality control process and inspection of equipment before final assembly. Bidders will have to confirm that they will render all assistance for this purpose.

10. FALSE INSPECTION CALL:

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

11. QUALITY ASSURANCE PLAN:

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

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

12. POOL RATE/CARTEL:

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

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

Rated received in a tender will be minutely scrutinised to find out as to whether some or all bidders have entered in to any such agreement. If CSPTCL is satisfied with the conclusion that some or all the bidders have formed a cartel, offers of all such bidders shall be rejected.

13. **Amendment in specifications:** CSPTCL may revise or amend the specification and drawing, prior to the date notified for opening of tender. Such revision/ amendment, if any, will be communicated to all the bidders as amendment/ addendum to the invitation of tender and the same will be displayed in CSPTCL's website also.
14. **Telex/ telegraphic/ fax bids:** Telex/ telegraphic/ fax offers will not be considered under any circumstances.
15. **Mistakes in bids:** Rates should be quoted in both figures and words. In case of ambiguity between rates in figures and words, lower of the two shall be considered. Such offers can also be rejected.
16. **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.
17. **Printed terms & conditions in bids:** Supplier's printed terms and conditions will not be considered as forming part tender under any circumstance whatsoever.
18. **Alterations/ correction in bids:** No alternations in the tender document will be permitted.
19. **Incomplete bids:** Tender which is incomplete or obscure is liable for rejection.
20. **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.
21. **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.
22. **Language of bids:** All tenders should be made either in English or in Hindi only.

23. **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.
24. **Cancellation of order:**
- 24.1 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.
- 24.2 In the event of such termination, the CSPTCL shall exercise its discretionary power as:
- (a) To recover from the supplier the agreed liquidated damages as given in the clause No. 4.3.4 above.
Or
 - (b) To purchase form elsewhere after giving due notice to the supplier on account and at the risk of the supplier such stores/ material not so delivered or others of similar description in respect of consignment not yet delivered.
Or
 - (c) To cancel the contract reserving Company right to recover damages.
- 24.3 Notwithstanding that the power under clause (25.2 a, b & c) referred to above, are in addition to the rights and remedy available to the Company under the general law of India relating to contract.
- 24.4 In the event of risk purchase of stores of similar description, the opinion of the Company shall be final. In the event of action taken under clause 25.2 (a) or (b) above, the supplier shall be liable to pay for any loss, which the Company may sustain on that account but the supplier shall not be entitled to any saving on such purchases made against the default.
- 24.5 The decision of the CSPTCL shall be final regarding the acceptability of the stores supplied by the supplier and the Company shall not be required to give any reasons in writing or otherwise at any time for the rejection of the stores/ material.
- 24.6 In the event Company does not terminate the order as provided in clause 25.1 & 25.2 above, the supplier shall continue execution of this order, in which case he shall be liable to the CSPTCL for liquidated damages for the delay as per clause 4.3.4 until supplies are accepted.
25. **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.

26. **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.
27. **Approval of Drawing:** - The drawings of the ordered material should be submitted to this office within 10 days from the date of order for approval.
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

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

**Chief Engineer (Store & Purchase)
CSPTCL : Raipur**

SECTION-II**TECHNICAL SPECIFICATION OF SERIAL DATA TERMINAL SERVER**

<u>Data Requirement for Serial Data Communication Terminal Server</u>		
S.No.	Functionality / Facility	Requirement
1	Serial Communication Terminal Server	
	a	Minimum 16 RS-232 serial port interfaces
	b	Dual 10/100/1000 Ethernet support with Redundant Path Technology
	c	PCI Slot for integrated out-of-band access for external Modem communication
	d	Advanced AAA security and encryption to meet all data center compliance policies
2	Processor	High performance 400 MHz or above 32 bit processor with integrated hardware encryption processor for the best throughput
3	Memory	
	a	RAM MB - Preferably 64 MB or above
	b	Flash MB - Preferably 16 MB or above
4	Interface Ports	
	a	Number of Serial Ports
	b	Serial Port
	c	Server Downtime / Re-Boot Prevention
	d	Serial Port Speeds
	e	Data Bits
	f	Parity
	g	Flow Control
	h	Serial Port Protection
	i	Local Console Port
	j	Network
	k	Software selectable Ethernet speed 10/100/1000, Auto
	l	Software selectable Half/Full/Auto duplex
	m	Ethernet Isolation
	n	Integrated Modem
	o	Integrated Wireless
	p	Fibre Support
5	Power	
	a	Redundant Power
	b	Nominal Input Voltage
	c	Input Voltage Range
	d	Typical Power Consumption

	e	Power Line Protection	Fast transients: 1 KV (EN61000-4-4 Criteria B) Surge: 2KV (EN61000-4-5 common mode), 1KV (EN61000-4-5 differential and common modes)
6		Indicators	
	a	LEDs	Power
	b		System Ready
	c		Network Link activity
	d		Serial: Transmit and Receive data per port
7		Environmental Specifications	
	a	Operating Temperature	0C to 55C, 32F to 131F
	b	Storage Temperature	-40C to 85C, -40F to 185F
	c	Humidity	5 to 95% (non condensing) for both storage and operation.
	d	Case	SECC Zinc plated Sheet metal (1 mm)
	e	Ingress Protection Rating	IP30
	f	Mounting Product Weight and Dimensions	1U - 19" rack, front and rear mounting hardware included
8		Regulatory Approvals	
	a	Emissions	FCC Part 15, Subpart B, Class A CFR47:2003, Chapter 1, Part 15 Subpart B,(USA) Class A ICES-003, Issue 4, February 2004 (Canada) EN55022:1998 + A1:2000 + A2:2003 Class A EN61000-3-2 : 1995, Limits for Harmonic Current Emissions EN61000-3-3 : 1995, Limits of Voltage Fluctuations and Flicker
	b	Immunity	EN55024:1998 + A1:2001 + A2:2003 EN61000-4-2: Electrostatic Discharge EN61000-4-3: RF Electromagnetic Field Modulated EN61000-4-4: Fast Transients EN61000-4-5: Surge EN61000-4-6: RF Continuous Conducted EN61000-4-8: Power-Frequency Magnetic Field EN61000-4-11: Voltage Dips and Voltage Interruptions
	c	Safety	IEC 60950-1 : 2005 (2nd Edition) + A1 : 2009 and EN 60950-1 : 2006 + A11 : 2009
9		Serial Port Access	
	a		Connect directly using Telnet / SSH by port and IP address
	b		Connect with EasyPort menu by Telnet / SSH
	c		Use an internet browser to access with HTTP or secure HTTPS via EasyPort Web menu
	d		Java-free browser access to remote serial console ports via Telnet and SSH

	e		Ports can be assigned a specific IP address (aliasing)
	f		Multisession capability enables multiple users to access ports simultaneously
	g		Multihost access enables multiple hosts/servers to share serial ports
10		Accessibility	
	a		In-band (Ethernet) and out-of-band (dial-up modem) support
	b		Dynamic DNS enables users to find a console server from anywhere on the Internet
	c		Domain name control through DHCP option 81
	d		IPV6 and IPV4 addressing support
11		Availability	
	a		Primary/Backup host functionality enables automatic connections to alternate host(s)
12		Security	
	a		SSH v1 and v2
	b		SSL V3.0/TLS V1.0, SSL V2.0
	c		SSL Server and SSL client mode capability
	d		SSL Peer authentication
	e		IPSec VPN : NAT Traversal, ESP authentication protocol
	f		Encryption: AES (256/192/128), 3DES, DES, Blowfish, CAST128, ARCFour(RC4), ARCTwo(RC2)
	g		Hashing Algorithms: MD5, SHA-1, RIPEMD160, SHA1-96, and MD5-96
	h		Key exchange: RSA, EDH-RSA, EDH-DSS, ADH
	i		X.509 Certificate verification: RSA, DSA
	j		Certificate authority (CA) list
	k		Local database
	l		RADIUS Authentication, Authorization and Accounting
	m		TACACS+ Authentication, Authorization and Accounting
	n		LDAP, NIS, Kerberos Authentication
	o		RSA SecureID-agent or via RADIUS Authentication
	p		SNMP v3 Authentication and Encryption support
	q		IP Address filtering
	r		Disable unused daemons
	s		Active Directory via LDAP
13		Terminal Server	
	a		Telnet
	b		SSH v1 and v2
	c		Rlogin
	d		Auto session login
	e		LPD, RCP printer

	f		MOTD - Message of the day
14		Serial machine to Ethernet	
	a		Tunnel raw serial data across Ethernet - clear or encrypted
	b		Raw serial data over TCP/IP
	c		Raw serial data over UDP
	d		Serial data control of packetized data
	e		Share serial ports with multiple hosts / servers
	f		Virtual modem simulation for modem connection to assign IP address by AT phone number
	g		Virtual modem data communication over the Ethernet link with or without SSL encryption
	h		com/tty redirection for serial based applications on Windows, Vista, Linux, Solaris, SCO and HP UX.
	i		Serial packet technology to provide authentic serial connections across Ethernet ensuring serial protocol integrity
	j		RFC 2217 standard for transport of serial data and RS232 control signals
	k		Customizable or fixed serial baud rates
	l		Serial encapsulation of industrial protocols such as ModBus, DNP3 and IEC-870-5-101
	m		Data logging should store serial data received when no active TCP session and forward to network peer once session re-established
15		Console Management	
	a		Sun / Oracle Solaris Break Safe
	b		Local port buffer viewing - 256K bytes per port
	c		External port buffering via NFS, encrypted NFS and Syslog
	d		Event notification
	e		Manage AC power of external equipment using RPS power management products
	f		Clustering - central console server enables access ports across multiple console servers
	g		Windows Server 2003/2008 EMS - SAC support GUI access to text-based Special Administrative Console
	h		
	i		Ping watchdog probes enable customers to power cycle equipment with attached Perle RPS power switches in the event of an unresponsive networking gear
16		Remote Access	
	a	Dial, direct serial	PPP, PAP/CHAP, SLIP

	b	Automatic DNS Update	DHCP to set domain name for easy name management and with Dynamic DNS support, users on the Internet can access the device server by name know its IP address. See Automatic DNS update support for details without having to Microsoft L2TP/IPSEC VPN client (native to Windows XP)
	c	IPSEC VPN client/servers	Microsoft IPSEC VPN Client (native to Windows Vista)
17		OA&M (Operations, Administration and Management)	
	a		SNMP V3 - read and write
	b		Syslog
	c		Windows based utility for large scale deployments
	d		Configurable default configuration
	e		Installation Wizard
18		Protocols	
			IPv6, IPv4, TCP/IP, Reverse SSH, SSH, SSL, IPsec/IPv4, IPsec/IPv6, L2TP/IPsec, CIDR, RIPV2/MD5, ARP, RARP, UDP, UDP Multicast, ICMP, BOOTP, DHCP, TFTP, SFTP, SNTP, Telnet, raw, reverse Telnet, LPD, RCP, DNS, Dynamic DNS, WINS, HTTP, HTTPS, SMTP, SNMPV3, PPP, PAP/CHAP, SLIP, CSLIP, RFC2217, MSCHAP

SCHEDULE- I**GUARANTEED TECHNICAL PARTICULARS OF SERIAL DATA TERMINAL SERVER**

<u>Data Requirement for Serial Data Communication Terminal Server</u>			
S.No.	Functionality / Facility	Requirement	
1	Serial Communication Terminal Server		
	a	Minimum 16 RS-232 serial port interfaces	
	b	Dual 10/100/1000 Ethernet support with Redundant Path Technology	
	c	PCI Slot for integrated out-of-band access for external Modem communication	
	d	Advanced AAA security and encryption to meet all data center compliance policies	
2	Processor	High performance 400 MHz or above 32 bit processor with integrated hardware encryption processor for the best throughput	
3	Memory		
	a	RAM MB - Preferably 64 MB or above	
	b	Flash MB - Preferably 16 MB or above	
4	Interface Ports		
	a	Number of Serial Ports	Minimum 16 Serial Ports
	b	Serial Port	RS232 DTE on RJ45
	c	Server Downtime / Re-Boot Prevention	System should be equipped with facility to avoid Interruption during power cycle, causing costly server re-boots or downtime
	d	Serial Port Speeds	50bps to 230Kbps with customizable baud rate support
	e	Data Bits	5,6,7,8, 9-bit protocol support
	f	Parity	Odd, Even, Mark, Space, None
	g	Flow Control	Hardware, Software, Both, None
	h	Serial Port Protection	15Kv Electrostatic Discharge Protection (ESD)
	i	Local Console Port	RS232 on RJ45 with DB9 adapter
	j	Network	Dual 10/100/1000-base TX Ethernet RJ45
	k		Software selectable Ethernet speed 10/100/1000, Auto
	l		Software selectable Half/Full/Auto duplex
	m	Ethernet Isolation	1.5Kv Magnetic Isolation
	n	Integrated Modem	V.92 modem card (Optional)
	o	Integrated Wireless	Integration of 3rd party wireless Modem
	p	Fibre Support	Gigabit Fiber Port with Ethernet media converter (optional)
5	Power		
	a	Redundant Power	Dual Feed (-)48 Volt DC Input
	b	Nominal Input Voltage	48 VDC
	c	Input Voltage Range	36-72 VDC
	d	Typical Power Consumption	
	e	Power Line Protection	Fast transients: 1 KV (EN61000-4-4 Criteria B) Surge: 2KV (EN61000-4-5 common

			mode), 1KV (EN61000-4-5 differential and common modes)
6		Indicators	
	a	LEDs	Power
	b		System Ready
	c		Network Link activity
	d		Serial: Transmit and Receive data per port
7		Environmental Specifications	
	a	Operating Temperature	0C to 55C, 32F to 131F
	b	Storage Temperature	-40C to 85C, -40F to 185F
	c	Humidity	5 to 95% (non condensing) for both storage and operation.
	d	Case	SECC Zinc plated Sheet metal (1 mm)
	e	Ingress Protection Rating	IP30
	f	Mounting Product Weight and Dimensions	1U - 19" rack, front and rear mounting hardware included
8		Regulatory Approvals	
	a	Emissions	FCC Part 15, Subpart B, Class A
			CFR47:2003, Chapter 1, Part 15 Subpart B,(USA) Class A
			ICES-003, Issue 4, February 2004 (Canada)
			EN55022:1998 + A1:2000 + A2:2003 Class A
			EN61000-3-2 : 1995, Limits for Harmonic Current Emissions
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	e		Ports can be assigned a specific IP address (aliasing)

	f		Multisession capability enables multiple users to access ports simultaneously
	g		Multihost access enables multiple hosts/servers to share serial ports
10		Accessibility	
	a		In-band (Ethernet) and out-of-band (dial-up modem) support
	b		Dynamic DNS enables users to find a console server from anywhere on the Internet
	c		Domain name control through DHCP option 81
	d		IPV6 and IPV4 addressing support
11		Availability	
	a		Primary/Backup host functionality enables automatic connections to alternate host(s)
12		Security	
	a		SSH v1 and v2
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	g		Hashing Algorithms: MD5, SHA-1, RIPEMD160, SHA1-96, and MD5-96
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	j		Certificate authority (CA) list
	k		Local database
	l		RADIUS Authentication, Authorization and Accounting
	m		TACACS+ Authentication, Authorization and Accounting
	n		LDAP, NIS, Kerberos Authentication
	o		RSA SecureID-agent or via RADIUS Authentication
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	c	IPSEC VPN client/servers	Microsoft IPSEC VPN Client (native to Windows Vista)
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	e		Installation Wizard
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			IPv6, IPv4, TCP/IP, Reverse SSH, SSH, SSL, IPsec/IPv4, IPsec/IPv6, L2TP/IPsec, CIDR, RIPv2/MD5, ARP, RARP, UDP, UDP Multicast, ICMP, BOOTP, DHCP, TFTP, SFTP, SNMP, Telnet, raw, reverse Telnet, LPD, RCP, DNS, Dynamic DNS, WINS, HTTP, HTTPS, SMTP, SNMPV3, PPP, PAP/CHAP, SLIP, CSLIP, RFC2217, MSCHAP

Signature and seal of the Bidder

SCHEDULE-II**SCHEDULE OF PRICE AND QUANTITY**

S.No	Particulars	Qty. (in Nos)	Unit Ex-works price including packing & forwarding in Rs./Nos	Unit Freight charges in Rs/Nos	GST on (Ex-works Price + Freight charges) @ -----%	Unit F.O.R. destn. price including GST, freight and other taxes (4+5+6) in Rs/Nos	Total Amount (in Rs)
1	2	3	4	5	6	7	8
1.	Serial Data Terminal Server.	08 Nos.					
2.	Port Splitter	08 Nos.					
TOTAL							

Note:

1. The prices offered should be on the basis of **Firm**.
2. Only statutory variation due to Govt regulations in GST during Contractual delivery period shall be paid by CSPTCL
3. **The rates will be quoted through online e bidding portal (SAP SRM system) only. Price schedule duly filled in hard copy is not required.**

Signature & Seal of Bidder

SCHEDULE – III**SCHEDULE OF BIDDER'S EXPERIENCE**

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

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

Signature of Bidder

Name :

Company :

SCHEDULE- IV

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

S.N.	Description	Manufacturer	Place of manufacture	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/ Cash with Manager (RAO: HQ), CSPTCL, Raipur. GST Number & Registration certificate Enclosed
v)	If exempted, state whether bidder is	SSI Unit of CG/ Small scale unit registered with NSIC/ Fully owned State Central Govt. Unit.
vi)	Reference of documentary evidence regarding exemption enclosed.	Yes/ No
2.	Whether the offer is valid for 180 days from the date of opening of commercial/technical bid.	Yes/ No (If no, state validity period)
3.	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.	LIQUIDATED DAMAGE CLAUSE Whether agreeable to CSPTCL's liquidated clause	Yes/ No
7.	GUARANTEE PERIOD :- Whether agreed to CSPTCL's guarantee period of 30 months from supply or 24 months from date of commissioning whichever is earlier.	Yes/ No
8.	SECURITY DEPOSIT:- Whether agreeable to furnish CSPTCL's Standard security deposit @ 10% of value of order for satisfactory execution of the order and to cover guarantee period. (If not, indicate deviation specifically)	Yes/ No
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 Turnover 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.	Please Confirm whether you have a valid ISI certificate for the offered material. Also quote reference No. & date up to which the certificate is valid.	
15.	Whether submitted self 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
16.	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-V-B
TECHNICAL INFORMATION

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

1	Whether material offered is exactly as per the technical specification	Yes/No
2	Whether the copies of orders received during last 3 years from other State Electricity Boards/NTPC & other organization for similar materials enclosed	Yes/No, give details
3	Whether performance certificate from such organization regarding supplies enclosed	Yes/No, give details
4	Whether pamphlets/technical details literatures along with drawing etc. furnished with the offer	Yes/no, give details
5	Whether the Bidder has furnished details of manufacturing equipments and short history of plant	Yes/No, give details
6	Whether you are agreed for inspection by CSPTCL's representative prior to dispatch and bear the testing charges for all tests as per relevant standards	Yes/no

Place: -

Date: -

SIGNATURE OF BIDDER

NAME IN FULL

DESIGNATION/STATUS IN THE FIRM

COMPANY SEAL

SCHEDULE-VI-A**SCHEDULE OF COMMERCIAL DEVIATIONS**

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

SI. No.	Description & Clause No. of the specification & page No.	Stipulation in specification	Deviation offered	Remarks regarding justification of the deviation

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

Dated

Name and seal of the tendering Company.

Place

SCHEDULE-VI-B**SCHEDULE OF TECHNICAL DEVIATIONS**

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

SI.No.	Description & Clause No. of the specification & page No.	Stipulation in specification	Deviation offered	Remarks regarding justification of the deviation

Dated

**Name and seal of the tendering
Company**

SCHEDULE-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

ANNEXURE – I**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

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

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

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

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

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

4. COMMITMENTS OF BIDDERS

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

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

or having done any act in relation to the obtaining or execution of the contract or any other contract with the CSPTCL for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the CSPTCL.

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

5. PREVIOUS TRANSGRESSION

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

6. EARNEST MONEY (SECURITY DEPOSIT)

- 6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
 - (i) Bank Draft or Pay Order in favor of.....
 - (ii) A confirmed guarantee by an Indian Nationalized 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 dependent upon Government servant.
 - (xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 7.2. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purpose of this Pact.

8. 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 are criminal proceeding.

12. VALIDITY

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

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

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

BUYER

BIDDER

Name of Officer
Destination Department/PSU

CHIEF EXECUTIVE OFFICER

Witness

Witness

1).....

1).....

2).....

2).....

ANNEXURE – II**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 Power 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 Power 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 Power Transmission Company Ltd. and contractor in the existing and / or further tenders and / or contracts.

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

The liability under this guarantee is restricted to Rs..... (in words)only. This guarantee shall remain in force until 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

1.
2.

Authorized Signatories of Bank
Signed. _____
for _____ Bank