

CHHATTISGARH STATE POWER TRANSMISSION CO. LTD.

(A Successor Company of CSEB)

(A Government of Chhattisgarh Undertaking)

CIN- U40108CT2003SGC015820, **GST No.**22AADCC5773E1ZX

OFFICE OF THE CHIEF ENGINEER (STORE & PURCHASE) Third Floor, SLDC Building, Dangania, Raipur-492013 [C.G.]

Phone No. 0771-2574240/ 4239 FAX : 0771-2574246

TENDER SPECIFICATION No. TR-19/S&P/49 RFx No. -8100017489

FOR SUPPLY OF G.I. Nut Bolts of assorted sizes, Step Bolts & G.I. Spring Washers

LAST DATE & TIME OF DROPPING OF TENDER IN TENDER BOX 13.07.2020 (TIME 15:00 HRS.)

DUE DATE & TIME OF OPENING OF TENDER 13.07.2020 (TIME 15:30 HRS.)

> Cost of Tender:-i) Rs.1120 (Incl 12% GST) (if purchased from O/o CE(S&P) ii) Rs.1180 (Incl 18% GST)

(if downloaded from website)

TENDER NO TR-19/S&P/49

FOR SUPPLY OF G.I. Nut Bolts of assorted sizes, Step Bolts & Spring Washers.

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TENDER FORM

CHHATTISGARH STATE POWER TRANSMISSION CO. LTD.

FOR SUPPLY OF G.I. NUT BOLTS, STEP BOLTS & G.I. SPRING WASHER

| Tender document SL.No. | |
|-----------------------------|--|
| ISSUED to M/s | |
| Cost of Tender documents Rs | |
| Received vide D.D.NoDtd | |
| Name of Bank | |

Signature & Seal of Issuing Authority

*Not applicable in case of tender document downloaded from website.

The undersigned hereby tender and offer (subject to CSPTCL conditions of tendering), the CHHATTISGARH STATE POWER TRANSMISSION CO. LTD. to test and supply, plant, machinery, materials, deliver and execute and do the several works and things which are described or referred to in the enclosures & Annexure to the specification **TR-19/S&P/49**, copies of which are annexed hereto and which under the terms thereof are to be supplied, executed and done by the contractor in a thoroughly good and workman like manner, and to perform and observe the provisions and agreements or the part of the contract contained in or reasonably to the inferred from the said tender documents for the sum and at the rates set out in schedules annexed hereto.

It is confirmed that:

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

Dated, this day of

Bidder's Signature & Address.

GI Nut Bolts & Step Bolts

To be published in power company's website

CHHATTISGARH 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, Danganiya, Raipur(C.G.)-492013

Website- www.cspc.co.in

email- nk.bisen@cspc.co.in

Phone-0771-2574240/36/4002/4004 Fax-0771-2574246

AR.Bunkar@cspc.co.in

No.02-16/SE(S&P)/TR-19/49,20/03-04-05-11/321 Raipur, Dtd. 15.06.2020

E-PROCUREMENT TENDER NOTICE

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

| | | | Cost of tender doc. (Rs.) including GST (Rs.) | | EMD (Rs.) | Due date and time for submission of | |
|------------|--|--|---|---------------------------|--|---|----------------------------|
| Sl. No. | Tender No. | Particulars | Qty | Printed Tender Form | E-Tender Form Online (downloade d from website) | | Tender |
| 1. | TR-19/S&P/49 RFx No- 8100017489 | GI Nut Bolts of assorted sizes, Step Bolts & GI spring washers | 139.08 MT | 1120/ | 1180/- | 1,41,000 | 13.07.2020 (15.00 Hrs.) |
| 2. | TR-20/S&P/03 RFx No- 8100017791 | Procurement of Circuit Breaker Operation Analyzer with DCRM | 06 nos. | 1120/ | 1180/- | 1,20,000 | 14.07.2020 (15.00 Hrs.) |
| 3. | TR-20/S&P/04 RFx No- 8100017792 | Procurement of Dew Point Meter. | 03 nos. | 1120/ | 1180/- | 46,000/- | 15.07.2020 (15.00 Hrs.) |
| 4. | TR-20/S&P/11 RFx No- 8100017794 | Procurement of Thermo Vision Camera | 04 nos. | 1120/- | 1180/- | 42,000/- | 16.07.2020 (15.00 Hrs.) |
| 5. | TR- 20/S&&P/05 RFx No 8100017805 | Primary current injection kit Secondary current injection kit | 09 Nos 04 Nos | 1120/- | 1180/- | 30,000.00 | 17.07.2020 (15.00 Hrs.) |

- 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.
 - iii) The quantities mentioned above are tentative & may vary according to final requirement.
 - iv) 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.
 - v) The tender will be processed through e-bidding module of SAP-SRM. Bidders are advised to visit our website <u>www.cspc.co.in</u>/csptcl for viewing detailed instructions regarding submission of offer through SAP-SRM.
 - vi) 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) in person on payment of cost of tender documents in the form of DD only made out in the name of Manager (RAO: HQ), CSPTCL, Raipur accompanied with firm's application on its letter head. If tender document is required by post, Rs.250/- is to be paid by DD additionally along with the cost of documents. If more than one tender document is required, separate DDs should be furnished for each tender. CSPTCL shall not be responsible for any postal delay in receipt/ non-receipt of tender documents. No receipt of tender shall be issued in any case.
- (ii) The tender document can also be downloaded from official website of CSPTCL 'www.cspc co.in (go through Chhattisgarh State Power Transmission Co. Ltd.-Tender Notice/ Store & Purchase Offices) and required tender fee in form of DD in favour of Manager (RAO:HQ), CSPTCL, Raipur payable at Raipur should be submitted along with EMD in envelope containing DD of EMD. The envelope containing DDs of cost of tender document and EMD should be suitably super scribed "DDs containing cost of tender document and EMD". The details of DDs be mentioned on the outer side of the envelope also. Please note carefully in absence of aforesaid requisite tender fee, further bids shall not be considered for opening.
- (iii) Tender document and the details specification can be obtained on any working day one day prior to the due date. The tenders duly filled in shall be dropped/ get dropped in the specified tender box up to 15.00 Hrs on the due date. Any other means of delivery shall not be accepted. No receipt of tender shall be issued in any case. The tender box shall be locked/ sealed at 15.00 Hrs on the due date and shall be opened at 15.30 Hrs on the same date.
- (iv) After publication of NIT & before the date of opening of TC bid, corrigendum/ other information (if any) shall be displayed on our official web only. The bidders are requested to remain in contact with this office or visit our web-site for any development/ clarification/ amendment issued subsequently.
- (v) CSPTCL reserves the right to accept or reject any or all the offers, in part or full without assigning any reason whatsoever.

(Er. S.D.Telang) Chief Engineer (S&P) CSPTCL : Raipur

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

The tender specification no. 02-16/TR-19/S&P/49 is to be processed through e-bidding. The bid is to be submitted online as well as offline (hard copy). Details of NIT & Tender Documents are available on our website-http://www.cspc.co.in & http://ebidding.cspcl.co.in:50700/irj/portal. The bidder may download the same from the above site. In e-bidding portal, tender documents will be displayed in online tender display at Technical RFx section. Last date & time of submission of bid in hard copy and also in softcopy is 13.07.2020 upto 3.00 pm and due date & time of opening of part –I and part-II of the tender is 13.07.2020 at 3.30 pm.

Important Instructions :- 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) Schedule for Technical Information. (e) Schedule (VII) commercial deviation (f) Schedule (VIII) 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
- i) The duly filled and signed-price and quantity Schedule- I is to be submitted with hard copy as well as in e-bidding system. It is not required to be uploaded with e-bid (i.e. scanned copy of price bid is not to be attached in soft copy). Only the rates are to be filled in item tab in e-bid in SAP SRM System (online tender). In case of any discrepancy, the rate quoted online will prevail. However in case of failure of online system the rates quoted in hard copy will prevail. It is mandatory to indicate the Price in prescribed Schedule for price bid in hard copy as well as in soft copy in e-bidding portal. Rates should be quoted online & in specified fields only. Once the rates are filled & locked, no change on any ground whatsoever will be accepted.
- ii) 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. CE (S&P), CSPTCL TR-19/S&P/49 G.I. Nut Bolts of assorted sizes, Step Bolts & G.I. Spring Washer.
- iii) In case of failure of online system the rates quoted in hard copy will prevail, the bidder shall therefore carefully submit their bid both offline and online.
- iv) Please note that e-mail is always system generated, hence bidders are advised to regularly check their inbox/junk mail box.

- v) CSPTCL shall not assume any responsibility for non-supporting of system, internet, line & associated hardware & software for bidding their tender. No extension in time shall be granted on such grounds. The bidder should submit their bid well before submission dead line to avoid any system related problem. It is strongly recommended not to wait for submission of bid in last minutes as internet/technical problem may disrupt their works.
- vi) Reference time for submission dead line shall be the time displayed in the portal and shall be treated as final.
- vii) After end of submission dead line, no alteration in the tender will be allowed by the system. However, in case of extension of due date of opening of tender, the bidders will be allowed to submit revised bid in the system.
- viii) CSPTCL will not accept incomplete bid.
- ix) The bidder must have a valid Digital Signature & SAP SRM User ID. User ID & Password from CSPTCL and Digital Signing Certificate and Digital Encryption Certificate from any recognized digital signature issuing authority are required for participation in any Tender. The bidder shall intimate in advance regarding details of digital signature issuing authority for ensuring the reliability of the same. For User ID and Password for participating in the tender, the bidder shall register on line through e-bidding portal.
- x) The e-bidding vendor user manual displayed on websitehttp://ebidding.cspcl.co.in:50700/irj/portal for the help of the bidders. For any further queries the bidder may contact at Helpline no. 0771-2576672/73 (EITC, CSPDCL, Raipur)
- xi) The training for bidders will be on every Wednesday from 3.00 pm to 5.00 pm at office premises of Energy Info Tech Center (EITC) at Dangania, Raipur.
- xii) Tender shall be opened in the scheduled time as notified. If the due date of opening/submission of tender documents is declared a holiday by the Govt. or local administration, it will be automatically shifted to next working day for which no prior intimation shall be given. Tender opening shall be continued on subsequent days, in case the opening of all tenders is not completed on due date because of the technical constraints of system on the day of opening. It may be noted that the due date of opening/time may be altered/ extended if desired by CSPTCL without assigning any reason. However, intimation shall be available on company's tender portal/bidders email (if participation shown). The bidders are requested to keep track of the same. □ Amendment in tender specification will be published on our website as well as in SRM system and the intimation regarding amendment in date extension will be conveyed through system generated e-mail to registered bidders only.
- xiii) Before participating the bidder shall carefully read all the instructions and processes.
- xiv) Tender duly completed in all respects will be accepted online up to due date & time and will be opened on the due date at specified time in the presence of bidders or their authorized representatives. In case of authorized representative(s) they shall bring the original authorization letter with their signature attested by the bidder.

Annexure-I

SPECIAL INSTRUCTIONS TO BIDDERS / TENDERERS

- 1. **IMPORTANT:** Except as otherwise provided in subsequent any modification/LOI/Order, the provision of this Section shall have effect notwithstanding anything inconsistent therewith contained in any other Schedule/ Annexure/ Clause/ Terms/ Condition of this tender document). e-Bidding & Due date: Please note that the Tender shall be processed through e-Bidding. Instruction to Bidders for submission of Bids through SAP-SRM Module (e-Bidding) are detailed in Instructions to bidders for submission of bid through SAP- SRM module (e-bidding).
- a). The bidders are requested to go through these instructions carefully and submit the tender in e -Bidding portal and also in hard copy accordingly.
 Date of submission of tender is 13.07.2020 upto 3.00 PM and tender will be opened on same day at 3.30 PM in the Office of CE (S&P), CSPTCL, Danganiya, Raipur, through E-bidding as per the guidelines .
- b) The Chhattisgarh State Power Transmission Company Ltd., Raipur (or any authority designated) hereinafter called 'OWNER' or 'CSPTCL' or 'Company' will receive bids as per the accompanying specification. All bids shall be prepared and submitted in accordance with instructions, terms and conditions stipulated in the tender.
- 2. **Tender Fee:** The tender document can also be downloaded from official website of the CSPTCL (www.cspc.co.in/csptcl). In case bidder chooses to submit his offer on downloaded tender document, they will be required to deposit specified tender fee (cost of tender documents- non refundable) in form of DD in favour of Manager (RAO:HQ), CSPTCL, Raipur payable at Raipur. The bank draft shall be issued from the nationalized/ scheduled bank. **DD should be enclosed with the part I of the tender offer. In absence of tender** fee, offer will not be considered for opening of price bid.
- 3. **Earnest Money**:-The Earnest Money in the instant tender is Rs. 1,50,000/-(Rs. One lacs fifty thousand) payable in the form of demand draft in favour of Manager (RAO: HQ), CSPTCL, Raipur, payable at Raipur (Chhattisgarh). The other details regarding mode of submission of EMD/ exemption from EMD etc are given in clause No. 6.1 of Section-I "General Terms & Conditions of the Tender".
- 4. **Qualifying Requirements:** The bidder is required to furnish self attested documentary proof (i.e. copy attested by authorized signatory of the tender) for having acquired following Pre Qualifying Requirement (PQR) :-

| SN | Particulars of Self attested Copies | Documents to be submitted in support(self attested copy) | | | |
|-------|---|---|--|--|--|
| | echnical Requirements | Documents to be submitted in support(sen attested copy) | | | |
| 1 | The Bidder should be manufacturer having manufacturing unit in India with manufacturing experience of minimum 03 years. | Valid NSIC/DIC certificate for tender items duly self attested. In case firm is not registered with NSIC/DIC, bidder should furnish self attested copy of factory Registration certificate issued by industries Department of State/central Govt for tendered items. | | | |
| 2 | manufacturing of GI Nut Bolt suitable for transmission lines on due date of opening of the tender. | Self attested copy of valid ISI license of tendered items. | | | |
| 3 | The Bidder should be manufacturer having manufacturing unit in India. The bidder should have minimum experience of 05 years of manufacturing and supply of tendered item to following Indian entities directly / through turnkey contractors, to whom order must be issued by the following entities, as on date of issue of NIT :- i.) Power utilities owned and controlled by Central or State Govt., Or ii.)Public Sector Undertakings, Or iii.)Govt. Organizations. | Direct supply :- i) Copies of purchase order (in the name of manufacturer) issued by the entities mentioned. ii) Relevant MRCs (Material Receipt Certificate) issued by the entities mentioned against submitted purchase order. The date of receipt mentioned in MRC will be treated as actual date of supply. The supply experience as on the date of issue of NIT will be counted from the aforesaid actual date of supply. iii) In case of non-availability of MRC, commissioning certificate /Performance certificate (where date of actual supply/ date of commissioning should clearly mentioned) may also be treated as proof of actual supply provided it establishes the requirements as per PQR and is issued by an officer not below the rank of Executive Engineer/Manager of the entities mentioned in PQR. Through turnkey contracts:- i) Copies of purchase order (in the name of Turnkey contractors) must be issued by entities. ii) Subsequently, copy of order issued by turnkey contractor to manufacturer and relevant copies of invoice. | | | |
| 4 | The bidder should have all the type test certificates of tendered items as per relevant standards i.e. ISS/ IEC issued by Govt. standard test laboratory/ NABL accredited laboratory. The type test certificate of tendered materials shall not be more than 5 years old from the date of opening of the tender. | The type test certificate of tendered items. | | | |
| B) Fi | B) Financial Requirement | | | | |
| 5 | 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. 2.11 Crore | Self attested copies of statement of annual turnover (as per annexure of the tender), audited balance sheets and profit & Loss statement should be furnished in support, duly certified by Chartered Accountant. The balance sheets furnished should be for last five financial years (i.e. 2014-15, 2015-16, 2016-17, 2017-18 & 2018-19) | | | |

| 6 | the capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets. | i)Self attested copies of audited balance sheets and profit and loss statement the last five years (i.e. 2014-15, 2015-16, 2016-17, 2017-18 & 2018-19) ii)A certificate (in original) issued by a C.A. certifying positive net worth for the last 03 financial years i.e. 2016-17, 2017-18 & 2018-19. |
|----|---|--|
| | ther Requirement | |
| 7 | 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. |
| | However, the bid may not be considered for further processing in following cases also: i) If bidder is debarred/blacklisted by Bank/state Govt./Central Govt./State PSU/CPSU/SEB/public utility up to date of opening of price bid of the instant tender. ii) If a case comes to notice regarding submission of forged/fake document in any other tender under process in CSPTCL up to date of opening of price bid of the instant tender. | (Name of the bidder) M/sis not debarred/black listed by Bank/State Govt./Central Govt./ State PSU/ CPSU/SEB/ Public utility as on the date of issue of NIT. |
| 8 | Any sum of money due to CSPTCL on the date of opening of tender should have been paid/settled in full prior to the date of opening of tender. Price bids of bidders not complying with this requirement shall not be opened. | Declaration in this regard shall be furnished by the bidder. |
| 9 | (a) Bidder should have discharged all its payment obligations (Principal/Interest) on outstanding debentures (i.e. debentures which have not yet been redeemed), if any, and no such payment as on 31.12.19 should be outstanding/overdue (b)Bidder should not be presently in default in payment of any bank loan or interest thereon for more than three months or any loan account of the bidder should not have been classified as NPA (Non performing Assets) by the creditor/lending bank, as on date of issue of NIT. | The bidder shall submit certificates (in original) issued by C.A. confirming fulfillment of criteria mentioned in the adjoining column. |
| 10 | authentic/genuine/correct and in case, any of the said documents/statements/attachments/information is found to be false /fake/misleading the bidder will | attachments/information is found to be false /fake/misleading the bid will be disqualified and action will be taken as per relevant |

| 11 | The bidder shall have to submit pre-contract | The bidder shall have to submit duly signed pre-contract integrity |
|----|--|--|
| | integrity pact in the format enclosed as Schedule | pact in the format enclosed as Schedule XIII on non-judicial |
| | XIII on non-judicial stamp paper worth Rs.250/- | stamp paper worth Rs.250/ |
| | duly signed by the bidder along with the Techno- | |
| | Commercial bid. The validity of this integrity | |
| | pact shall be from the date of its signing and | |
| | extended up to 2 years or the complete execution | |
| | of the order to the satisfaction of both the Buyer | |
| | and the Bidder/Seller, whichever is later. In case | |
| | Bidder is unsuccessful, this Integrity Pact shall | |
| | expire after six months from the date of its | |
| | signing. | |
| | | |

- 5. PRICE BID has to be submitted in prescribed format only as per **SCHEDULE-I.** Ex-works price including packing charges should be quoted. GST, any other charges & freight and forwarding charges should be quoted separately The total F.O.R. destination price should be quoted in the relevant column.
- 6. The rates quoted in the price bid shall be taken as final for computing the competitive rates and for all purpose.
- 7. 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 / banker's cheque 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. <u>www.cspc.co.in</u> and bidders may download the tender from the website directly. In such case, the payment of cost of tender document shall be made through demand draft along with the tender. The details are given in **clause No. 7 of Section-I.**
- 8. The bidder should have adequate plant and machinery necessary for the manufacture of the tendered item.
- 9. The CSPTCL reserves the right to reject any or all tenders or accept any tender in full or part, considered advantageous to the CSPTCL, whether, it is lowest or not without assigning any reason whatsoever.
- 10. **Offered quantity:** It is obligatory to offer at least 60% of the tendered quantity of material for manufacturers other than C.G state SSI units. Bids with an offer of less than 60% of tendered quantity shall not be considered. However, for SSI units of CG the minimum quantity of offer shall be 25% of the total quantity on tender, below which the offer will not be considered. They may offer for 100% of tendered quantity.
- **11 Criteria for placement of order :-** The entire quantity shall preferably be procured from the respective lowest bidder for each item. However, in case entire quantity cannot be allocated to L-1 bidder due to not quoting full quantity, balance quantity shall be procured from next lowest bidder (s) (L-2) on L-1 rate on counter offer basis.
- 12. Bidders are requested to go through Technical requirement carefully and it may be noted that furnishing of all information as required in various schedules enclosed is a must. In case any of the schedule, duly filled in, is not found furnished as required in the Schedules / Annexure, the tender will be treated as incomplete, and may be liable for rejection without any correspondence by the CSPTCL.

13. INTEGRITY PACT: - The bidder shall have to submit pre-contract integrity pact in the format enclosed as Schedule XIII on non-judicial stamp paper worth **Rs. 300/-** duly signed by the bidder along with the Techno-Commercial bid. The validity of this integrity pact shall be from the date of its signing and extended up to 2 years or the complete execution of the order to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of its signing.

14. "EXTREMELY IMPORTANT'- Bidders to note this to avoid bid rejection-

- a) Attention of bidders is drawn to the fact that no additional/new documents will be allowed to be submitted after bid submission with only exception that clarifications/ confirmations on the points which lack clarity after technocommercial 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 the documents required of all as per tender conditions/requirements and the bidder must adhere to the deadline.
- b) It may also be noted that if a bidder has quoted 'NIL' deviation in the bid, this will have an overriding effect on any other conditions noted as deviations elsewhere in the bid and no correspondence will be made to withdraw such specific contradictory conditions.

SECTION-I

GENERAL TERMS & CONDITIONS OF THE TENDER

1. Scope :-

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

2. Acceptance of offers:-

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

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

- **3** Criteria for placement of order :- The entire quantity shall preferably be procured from the respective lowest bidder for each item. However, in case entire quantity cannot be allocated to L-1 bidder due to not quoting full quantity, balance quantity shall be procured from next lowest bidder (s) (L-2) on L-1 rate on counter offer basis
- 3.1 Extension Order: The CSPTCL reserves the right to place extension order for supply of 50% additional quantity of material within six months from date of order on the same rates and terms & conditions. Accordingly offered prices should be taken into account for these requirements.

- **3.2 Price reduction clause:-** In case of fresh tender is issued for same item before completion of supply against extension order and lower rate are received in fresh tender, the lower rate received in fresh tender shall be applicable to the quantity of extension order balance to be supplied also.
- **4.0** Tenderers are requested to go through our Technical requirement carefully and it may be noted that furnishing of all information as required in various schedules enclosed is a must. In case any of the schedule, duly filled in is not found furnished as required in the Schedules /Annexure the tender will be treated as incomplete and will be liable for rejection without any correspondence by the CSPTCL.

5.0 Earnest money deposit:

Please note that techno commercial bid of the tender will not be opened at the time of tender opening if Earnest Money is not deposited in the form of demand draft as described in clause 3 of annexure-I unless the bidder is exempted from submission of EMD. The bidder should furnish valid GST registration certificate alongwith EMD. In absence of GST registration the offer shall not be accepted.

The exemption from submission of EMD shall be given in the following cases:

- (i) **SSI** units of Chhattisgarh state permanently registered with DIC. The registration should be permanent & should be specifically for the items quoted in the tender & valid on the date of opening of tender. The photocopy of the Permanent Registration certificate of the firm with District Industries Center as SSI Unit of C.G. and valid competency certificate (Both the certificates) for the items quoted duly attested by the General Manager of DIC of the area.
- (ii) Small scale units registered with NSIC: In case of small scale units permanently registered with NSIC, their registration certificates should be valid for the item under tender on due date of opening of Techno-commercial bid. Notarized Photo copy of valid registration certificate for the item quoted, issued by NSIC for small or medium scale unit, as the case may be, should be submitted in Part-I. The certificate should be valid on the date of opening of tender and duly attested by the General Manager of NSIC of area / notary attested.
- (iii) Fully owned State Govt. /Central Govt. units, if 100% shares are held by the state Govt. concerned for which documentary evidence must be furnished with offer.

The tenderers who come under any of above category must produce documentary evidence failing which offer shall be rejected.

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

6. <u>Techno commercial Bid</u>:

6.1 **Technical bid:**

- 6.1.1 In this part of bid, tenderer will have to furnish confirmation in regard to all our technical requirements. The bid should clearly describe various technical particulars, as per details given in this specification. Also along with above information all details required in various schedules should be furnished so that the purchaser may be able to examine whether the offer submitted is technically acceptable or not. All relevant technical schedules viz. Guaranteed Technical Particulars, technical deviation etc shall be submitted with the bid.
- 6.1.2 Completeness of equipment and bought out items : -The tenderers must furnish the following informations along with technical bid.
 - i) The responsibility for obtaining timely supplies of bought out items will rest on the tenderer and only on this basis, delivery period will be offered in the tender.
 - ii) It may be noted in the case of damages / shortages due to improper packing or any other negligence, replacement shall be arranged within one month's time. If this is not done, date of delivery of such accessory will be treated as date of delivery of main equipment and full penalty should be recoverable from the tenderer on total cost of the material.
 - iii) For bought out items, responsibility for guarantee and obtaining immediate replacement in case any defects are noticed and in case defective supply of any item is reported will rest on the tenderer.
 - iv) In case for attending to defect in any equipment/material or inspection / replacement of the equipment/material, which may be bought out item for the tenderer; services of engineer of original manufacturer is required, the same will be organized on immediate basis by the tenderer at his cost.
- 6.1.3 It would be obligatory on the part of tenderer to enclose a schedule of Technical deviation in **Schedule-VII** in case there are any deviations from our technical requirement. Tender Even if no deviations are involved a separate schedule of deviation for technical particulars should be enclosed wherein a certificate may be recorded that there are no deviations from all our technical requirements. In the event of non-compliance of this instruction, it may be noted that the CSPTCL reserves the right to reject all such offers without assigning any reason or without making any correspondence for obtaining any clarification.

6.2 Commercial Bid:

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

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

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

6.2.1 Prices /Good & Service Tax :

The prices offered should be in Indian Rupees only. The offered rates should be valid for 180 days from due date of tender. In case of extension in due date of opening, the validity shall be counted from the extended due date on which TC bid has been opened. The prices offered should be **FIRM** price only.

The prices should be quoted in the Performa given in schedule-I .Unit ex-works price inclusive of packing charges, Goods & Service Tax (GST)and freights should be quoted separately in the relevant columns. The freight shall be on FIRM basis. It may please be noted that only statutory variations due to Govt. Regulation in the rate of GST & other taxes/levies shall be permitted by CSPTCL only within contractual delivery schedule. In case supplies against the contract are 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 then the delayed supplies beyond contractual delivery period will attract reduced rate of levies.

6.2.2 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 from date of receipt of material by consignee.

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

6.2.3 Delivery period:-

The delivery should commence within 45 days from the date of order with a minimum of 50% of ordered quantity of each item. The supplies of balance quantity of order shall be then completed in 02 months thereafter. i.e. the total delivery period shall be 03 and ½ months of date of order. However if required the delivery may be advanced/ deferred by CSPTCL.

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

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

6.2.4 Penalty:

The time for and the date of delivery of the material stipulated in the order shall be deemed the essence of the contract. In case of delay in execution or non-execution of the order the CSPTCL at its option shall recover from the supplier/ contractor as agreed **towards liquidated damages** a sum of $\frac{1}{2}$ % of the total price of any stores not delivered per week or part thereof up to a maximum of 10%.

For this purpose date of receipt of offer for inspection of material in the O/o Chief Engineer (S&P) shall be considered as the date of delivery subject to condition that offer has been made 15 days in advance of terminal date of scheduled delivery & material is delivered at stores within 21 days of clearance. Please note that in case material is not received within 21 days from date of issue of Dispatch instructions even though the delivery period exists penalty shall be imposed on delay of dispatch.

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

6.2.5 Guarantee period:

Material 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.

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

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

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

(i) If the material develops defect within guarantee period after installation at site, for the purpose of replacement, the same will have to be dismantled and taken out by us. In such cases actual cost of dismantling and replacement of the material will also be recoverable from you.

- (ii) In case it is observed that replacement of materials or its accessories is not being provided to us within reasonable period and proper response is not received from you, then apart from operating clause of penalty (which provides for imposition of penalty / liquidated damages, risk purchase at your cost and cancellation of contract the CSPTCL may also take suitable penal action against you which may include debarring you from all future business with the CSPTCL for a period which will be at the discretion of the CSPTCL.
- (iii) In case of replacement 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 guaranteed from the date on which replaced material has been received.

6.2.6 Security deposit:

The supplier has to submit the security deposit in form of Demand Draft / Bank Guarantee (in schedule -XI, valid for guarantee period plus six month's claim period) for value of order as indicated below to cover performance guarantee period for supply of materials covered in this specification.

- (i) All the outside state units shall be required to pay security deposit @10% of ordered value.
- (ii) The SSI units of CG having annual business (FY 2018-19) with the Successor companies of CSEB above Rs. 50.00 Lacs shall be required to pay Security deposit @7.5% of the value of order subject to maximum of Rs. 10.00 lacs.
- (iii) In case of SSI units of CG whose annual business (FY 2018-19) with Successor companies of CSEB is up to Rs. 50.00 Lacs, they will be required to pay Security deposit @ 5% of the value of order subject to maximum of Rs. 20,000/- (Twenty thousand only).

In support of annual business of SSI units of CG with successor companies of CSEB, the certificate of chartered Accountant duly notarized should be furnished. This bank guarantee shall be submitted within 30 days from the date of dispatch of order and shall be kept valid for the complete conclusion of the contractual obligations to the complete satisfaction of both the Bidder & Buyer, including guarantee period plus 6 months claim period. whichever is later.

The bank guarantee shall be submitted on stamp paper worth Rs.300/- or as per the prevailing legal requirements/ any other amount as per the C.G. State Stamp Duty Act and shall be from a Nationalized/ Scheduled Bank in the prescribed form of CSPTCL. No interest shall be paid by CSPTCL on the security deposit. In case of non-fulfillment of contractual obligations by the supplier the security deposit shall be forfeited.

6.2.7 Transit risk:

- a) Responsibility regarding covering of risk, during transit of material shall entirely be on the supplier. The CSPTCL, shall in any case, not bear the transit risk/transit insurance charges.
- b) Transit damages/ shortages/ losses shall be reported by the consignees within 30 days from the receipt of the consignments. Such damages/shortages/losses shall be repaired/replaced by the suppliers, free of cost within one month from the date of intimation by the consignee without awaiting for the settlement from carrier or insurance company etc. If the supplier fails to do so the consignee(s) shall be free to get the repair work done fro other sources and they shall be free to recover the cost of such material/ expenses of repairs either from the supplier/balance bills or from the security deposit as deemed fit.
- c) While the necessary assistance shall be rendered by the consignee in lodging and processing the claims with carriers and the supplier's insurance underwriters, the responsibility shall rest with the supplier to immediately make good the shortages/ losses/ damages, without extra cost and without waiting for the settlement of the claim.
- d) Replacement of goods lost/broken or damaged including loss to fire:-Notwithstanding anything herein contained, the supplier shall undertake responsibility for the safe arrival of the material in good condition and without any loss or damage at the final destination and until the same is actually delivered to / received by the CSPTCL at its stores or other places of final destination. For this purpose, material carried by Railway or Road transport or other carriers shall be deemed to be so carried at the risk of the suppliers. In the case of transport damages/shortages, the payment shall be made only for the quantity received in good and working condition and consignee shall lodge claim with the supplier/carrier with necessary documents of the same with carriers at supplier's end.
- **6.2.8 Deviations:** It would be obligatory on the part of the tenderer to enclose a separate schedule of deviation, if there are any deviations from our commercial terms / conditions. Even if no deviations are involved, a separate schedule of deviation for commercial conditions should be enclosed wherein a certificate may be recorded that there are no deviations from all our commercial conditions. All tenders, wherein these conditions are not complied with, may run the risk of rejection without any correspondence from our side.
- **6.2.9 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).

6.2.10 PRICE BID:-

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

7. SUBMISSION OF OFFERS:- The Bidders should submit their bids in 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-19/S&P/49 DUE FOR OPENING ON 13.07.2020 FOR SUPPLY OF G.I. Nut Bolts ,Step Bolts & Spring washer .

To,

The Chief Engineer (Store & Purchase), C.S.Power Transmission Co. Ltd., Danganiya, RAIPUR (C.G.) 492 013 IT IS CERTIFIED THAT WE AGREE TO THE FOLLOWING CLAUSES OF TENDER SPECIFICATION:-

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

Sign & Seal of tenderer

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

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

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 submitted along with the tender inside the Envelop for EMD. (i.e. Envelop No. 1)

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

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

8. OPENING OF TENDERS:-

Part - I i.e. The envelop for Tender Cost (if downloaded), Earnest Money & GST registration certificate shall be first opened on the due date & time. Part-II i.e. "Technical & Commercial Bid" will be opened thereafter on the same day in respect of the bidders whose GST registration certificate is attached, EMD are found to be as per tender specification and tender cost is found to be as per

tender .These bids will be scrutinized and then we will take decision regarding opening of 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.

9. COMPLIANCE WITH OTHER CONDITIONS :-

Although all other conditions have clearly been spelt out in the tender document, it is once again brought to the notice of Bidder that they should go through our tender document carefully and comply all other conditions also, like furnishing of type test report, furnishing of list of past supplies, performance certificate, profit and loss account, balance sheet for last five 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.

10. 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.

11. Inspection:-

- a) The CSPTCL shall have access at all times to the works and all other places of manufacture where the equipments are being manufactured and the supplier shall provide all facilities for unrestricted inspection of the suppliers works, raw material, manufacture of all the accessories and for conducting necessary tests as detailed herein.
- b) The successful supplier shall keep the purchaser informed in advance of the time of starting and of the progress of manufacture of equipment in various stages so that arrangements could be made for inspection.
- c) No material shall be dispatched from its point of manufacture unless the material has been satisfactorily inspected and tested by the CSPTCL's representative.
- d) The acceptance of any quantity of equipment shall in no way relieve the successful supplier from his responsibility for meeting all the requirements of this specification and shall not prevent subsequent rejection if such equipment are later found to be defective.
- e) The readiness of material for inspection should be intimated to O/o the CE (S.&P.), CSPTCL at least 15 days in advance so that Inspector can be deputed on scheduled date. In case material is not found ready on the intimated date of

readiness, the CSPTCL reserves the right to recover from the supplier the charges.

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 their works on the randomly selected samples. In case, the samples fail to withstand the required tests, the entire lot will be liable for rejection.
- b) However, inspection of material before dispatch or waiver of inspection will not relieve the supplier from his responsibility to supply the material strictly in accordance with the tender specification.
- c) If required, the Company may at its option test the samples selected at random from the supplies affected and/or may get the selected samples tested for acceptance / type test as per relevant ISS and Technical specifications at any standard laboratories as deemed fit e.g. CPRI, ERDA etc.
- i) If the sample passes the test, charges towards testing & transportation shall be borne by CSPTCL & the lot shall be accepted.
- ii) In case, the samples fail the required tests, supplier will be required to bear all the charges including transportation and taxes etc paid to standard laboratories e.g. CPRI, ERDA etc. towards conducting the tests and the entire lot will be liable for rejection. The supplier will have to replace/repair the whole rejected lot at his own cost.
- iii) The replaced material, at CSPTCL's option shall be tested for acceptance tests in the Govt. standard laboratory as deemed fit on terms & conditions similar to first testing. If the sample passes the required test, the lot shall be accepted. The charges required for getting the tests conducted shall be borne by CSPTCL. If the sample again fails, the lot shall be rejected & the charges required for getting the tests conducted shall be borne by the supplier and action as per provision of contract shall be taken.
- 12. 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.
- **13. 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.
- (c) Level of automation achieved and list of areas where manual processing exits.
- (d) List of areas in manufacturing process where stage inspections are normally carried out for quality control and details of such tests and inspections.
- (e) 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.
- 14. Test Certificate:- Self attested copies of type test certificate conducted at & issued from Govt. Standard Laboratory/NABL accredited Laboratory shall be submitted along with the tender failing which the tender will be liable for rejection. The type test certificate of tendered item / material shall not be more than 5 years old from date of NIT. Without required type test certificate the offer shall be liable for rejection.
- 15. **Pool rate / Cartel:** Formation of tenderer's cartel is strictly prohibited. "Cartel" includes an association of sellers, distributors, traders or service providers who by agreement among themselves, limit, control or attempt to control the production, distribution, sale or price of or trade in goods or provision of services, Here, "agreement" includes any arrangement or understanding or action, whether or not is formal or in writing.

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

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

16. Amendment in specifications:

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

17. Bids through fax:-

Fax offers will not be considered under any circumstances.

- 18. **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.
- 19. **Lump sum based bids:** In case prices for some items or all items are given as lump sum, instead of unit prices as required in the tender specifications, CSPTCL can summarily reject such incomplete tender.
- 20. **Printed terms & conditions in bids:** Supplier's printed terms and conditions will not be considered as forming part tender under any circumstance whatsoever.
- 21. **Alterations/ correction in bids:** No alternations in the tender document will be permitted.
- 22. **Incomplete bids:** Tender who is incomplete or obscure is liable for rejection.

23. Ambiguities in conditions of bids:

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

- 24. **Disqualification of bids:** A bid which gets opened before the due date as a result of improper or no indication has been given on the cover to indicate that it is a tender, will be disqualified. Tenderers will not be permitted to change the substance of his tender on post interpretation/ improper understanding grounds. This includes post tender price changes/ modifications etc. after opening of price bid. In such events, otherwise, that is, when a bidder does not comply, tender will be rejected.
- 25. Language of bids: All tenders should be made either in English, or in Hindi only.
- 26. **Canvassing of bids:** Tenders shall be deemed to be under consideration, after opening of tender/ bid till placement of order. During this period, the tenderers or their authorized representatives or other interested parties are advised strongly in their own interest, to refrain from contacting by any means any of the CSPTCL personnel or representative, on matters relating to under study.

27. **Offered quantity:**

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

minimum quantity shall be 25% of the total quantity on tender, below which the offer will not be considered. They may offer for 100% of tendered quantity.

- 28. The bidders will have to supply the materials strictly as per specification of this tender and accordingly rates should be quoted.
- 27. All schedules are to be submitted by the bidder along with the tender document duly filed in and signed.
- **29.** Weightment : The bidder is exclusively responsible for any loss in the transit. The weightment shall be witnessed by the consignee at the time of taking delivery of materials at various destinations. The weight recorded in the materials receipt certificate issued by the consignee shall be final.

30. Cancellation of order:

- 30.1 The company may upon written notice of default, terminate contract in the circumstances detailed here under:
 - (a) If in the opinion of the Company, the supplier fails to deliver the material within the time specified or during the period for which extension, has been granted by the Company.
 - (b) If in the opinion of the Company, the supplier fails to comply with any of the other provisions of this contract or material is found not in accordance with prescribed specifications and or the approved samples.
 - (c) If as a result of stage inspection, it is revealed that material and / or workmanship is substandard, which is likely to affect the performance of the finished product, a notice would be served by the Company to the supplier to suspend further activities and to take urgent steps towards corrective measures, failing which the entire order would be cancelled.
- 30.2 In the event of such termination, the CSPTCL shall exercise its discretionary power as:
 - (a) To recover from the supplier the agreed liquidated damages as given in the clause No. 6.2.4 above.

or

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

or

- (c) To cancel the contract reserving Company's right to recover damages.
- 30.3 Notwithstanding that the power under clause (31.2 a, b & c) referred to above, are in addition to the rights and remedy available to the Company under the general law of India relating to contract.
- 30.4 In the event of risk purchase of stores of similar description, the opinion of the Company shall be final. In the event of action taken under clause 31.2 (a) or (b)

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above, the supplier shall be liable to pay for any loss, which the Company may sustain on that account but the supplier shall not be entitled to any saving on such purchases made against the default.

- 30.5 The decision of the Company shall be final regarding the acceptability of the stores supplied by the supplier and the Company shall not be required to give any reasons in writing or otherwise at any time for the rejection of the stores/ material.
- 30.6 In the event Company does not terminate the order as provided in clause 31.1 & 31.2 above, the supplier shall continue execution of this order, in which case he shall be liable to the CSPTCL for liquidated damages for the delay as per clause 6.2.4 until supplies are accepted.
- 31. **Arbitration:** If at any time, any question, dispute or difference, whatsoever shall arise between the Purchase and the supplier, upon or in relation to or in connection with the Contract, either party may forth with give to the other, notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of two arbitrators, one to be nominated by the Purchase and the other to be nominated by the supplier or in the case of said arbitrators not agreeing, then to the adjudication of the Umpire to be appointed by the arbitrators, whose decision shall be final and binding on the parties and the provisions of the Indian Arbitration Reconciliation Act 1996, and of the rules there under and any statutory modification thereof shall be deemed to apply. The arbitrators or the Umpire, as the case may be, are bound to give a detailed speaking award assigning reasons for the findings.

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

32. **Jurisdiction:** Any dispute or difference, arising under, out of or about this tender/ contract order shall be subject to exclusive jurisdiction of competent court at Raipur only from where the order has been placed and not in any other court or tribunal.

33. Variation in quantity:

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

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

- **34.** 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.
- **35.** Force Majeure :- The supplier shall not liable for any liquidated damages for delay in performing in the contract for reasons of force majeure conditions such as acts of

God, acts of public enmity, act of Govt. fires, floods, epidemics, quarantine restriction, strikes, freight embargo and provided that the supplier shall within ten(10) days from the beginning of such delay notifying the Company in writing the cause of delay. Power cut and non-availability of raw materials will not be considered as force majeure reason. The extension of delivery may be granted on due justification of the facts.

36. COMPLIANCE OF REGULATIONS:-

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

<u>SECTION – II</u> TENDER SPECIFICATION NO. TR-19/S&P/49

TECHNICAL SPECIFICATION FOR G.I. NUT BOLT OF ASSORTED SIZE , STEP BOLTS & SPRING WASHER SCOPE:-

This specification of G.I. Nut & Bolts covers the Manufacture, testing at manufacturer's works, supply and delivery of G.I. Nuts & Bolts as referred above. The Technical specification contained in this section are for the guidance of the bidder. Any deviation from purchaser specification will be considered on their related merits or performance, efficiency, durability and overall economy consistent with the purchaser's requirements hereinafter stipulated. Such deviations shall be clearly entered by the bidder in Schedule-VI.

1. TECHNICAL PARTICULAR FOR G.I. NUTS & BOLTS:-

| S.No. | Particulars | Relevant IS No. |
|-------|-------------|-----------------|
|-------|-------------|-----------------|

| 1 | IS Specification of BIS for all GI Nut | IS:12427-1988 |
|---|--|-----------------------------|
| | Bolts | |
| 2 | Minimum sharing strength of bolts | IS:12427-1988 |
| | (kg per mm sq.) | |
| 3 | Minimum ultimate tensile strength of | IS:1367 |
| | Bolts | |
| 4 | Value of Hardness test: | IS:1367 |
| | (i) Rock well hardness test | |
| | (ii) Brinell hardness test | |
| 5 | Indian standard for bolts & nuts | IS:12427-1988 and any |
| | dimensions | latest revision thereof for |
| | | property class 5.6/5 |
| 6 | Indian standard for threading | IS:1367-1967 including |
| | dimension of bolts & nuts | IS-1367 (Part-XIII) 1983 |
| | | & any latest revision |
| | | thereof and IS:4218 (Part- |
| | | V) 1978. |
| 7 | Indian Standard for hot dip | IS:1367 Part-XIII, 1983 |
| | galvanising | |
| 8 | Indian Standard for test of bolts & | IS:1367-1967 and any |
| | nuts | latest amendment thereof. |
| 9 | Designation of standard for raw | IS:2062 Gr.A with latest |
| | material for bolts & nuts. | amendment |

(i) GUARANTEED TECHNICAL PARTICULARS FOR GI NUTS AND BOLTS

| S. No | Description | Dimensions (in mm) 16 mm bolts |
|----------|---|-----------------------------------|
| 1. | Nominal diameter | 16.00 |
| 2. | 1) Maximum diameter of Unthreaded shank | 16.7 |
| | ii) Minimum diameter of unthreaded shank. | 15.3 |
| 3. | Width Across flats Nom/Max./Min. | |
| | | 24.00/24.00/23.16 |
| 4. | Width Across corner | 26.17 |
| 5. | Thickness of bolt head (Max. / Min.) | 10.75/9.25 |
| 6. | Pitch | 2.00 |
| 7. | Length of thread | 23.00 |

| 8. | Zinc coating thickness | Minimum 54 microns. |
|-----|---|-----------------------------|
| 9. | Mass of coating | Minimum 375g/m ² |
| 10. | Minor diameter.A) Before plating Max/ Min.B) After plating Max. | 13.508 /13.204 |
| 11. | Nut Thickness Max. / Min. | 15.9 / 14.1 |
| 12. | Across flat width of nut Max./ Min. | 24.00 / 23.16 |
| 13. | Across corner width of nut Min. | 26.17 |

NOTE:- The bolts of above specification with different lengths of 35, 40, 45, 50, 55, 60, 80 mm with as per IS:12427-1988 with latest amendment, if any.

(ii) GUARANTEED TECHNICAL PARTICULARS OF G.I. STEP BOLTS

| S.No | Particulars | Relevant IS No. |
|------|--|------------------------------|
| 1 | IS Specification of BIS for GI Step | IS:10238(2001) and Nuts |
| | Bolts | IS:1363, Pt.III(1992) |
| 2 | Minimum ultimate tensile strength of | IS:1367 |
| | Bolts | |
| 3 | Value of Hardness test: | IS:1367 |
| | (i) Rock well hardness test | |
| | (ii) Brinell hardness test | |
| 4 | Proof load test | IS:1367-2001 |
| 5 | Indian standard for bolts & nuts | IS:10238-1982 and any latest |
| | dimensions | revision thereof |
| 6 | Indian standard for threading dimension | IS:4218 (Part-V) - 1978 & |
| | of step bolts & nuts | any latest revision thereof |
| 7 | Indian Standard for hot dip galvanising | IS:1367 Part-XIII, 1983 & |
| | step bolts & nuts | IS:2629 |
| 8 | Indian Standard for test of step bolts & | IS:1367-1967 and any latest |
| | nuts | amendment thereof. |
| 9 | Designation of standard for raw material | IS:2062 Gr.A with latest |
| | for step bolts & nuts. | amendment |

NOTE:-

- (i) The Step Bolts size 16x175mm shall be confirming to IS-10238 (2001) and all technical requirement as stated in the relevant IS.
- (ii) The material offered shall be of the best quality and workmanship. The relevant parameters must satisfy the technical particulars laid down by Bureau of Indian Standard for Hot Dip Galvanized Nuts & Bolts.

| (iii) | GUARANTEED | TECHNICAL | PARTICULARS | FOR | ELECTRO |
|-------|-------------------|-------------|-------------|-----|---------|
| | GALVANIZED S | PRING WASHE | R | | |

| 2. ISS to which | Particulars r to which spring washer will conform. ch electro galvanised washer will confrom s regarding dimensions and strength etc. | IS:3063 IS:1573 |
|-----------------|--|--------------------------|
| 2. ISS to which | ch electro galvanised washer will confrom | |
| | - | IS:1573 |
| 3 ISS for test | s regarding dimensions and strength etc. | |
| 5. 155 101 168 | | IS:3063 |
| 4. ISS for test | for electro galvanising of washer. | IS:1573 |
| 5. ISS for raw | material of washers. | IS:4072 |
| 6. Ultimate te | nsile strength. | 700 N/m ² |
| 7. Hardness o | f finished washers in HRC after heat | 43 – 50 HRC |
| treatment a | s per Rock well hardness test. | |
| 8. The free he | hight of washers:- | |
| i) Af | ter having compressed flat for | 5.95 mm |
| COL | npression of 52,200N for 16mm size. | |
| ii) Af | ter compression and removal of pressure | 5.95 mm |
| and | l repeated 20 times in quick succession. | |
| 9. Method of | testing for electro galvanising. | As per IS:1573 |
| 10 Thickness | of zinc coating in microns. | 38 average, 25 |
| | | min |
| 11 Result of ty | vist test. | Passes |
| 12 Dimension | , indicating tolerance of single coil | |
| Rectangula | r section spring washers with flat ends: | 16.2 ± 0.8 mm |
| i) Ins | ide diameter basic tolerance. | |
| | | 27.4 mm |
| ii) Ma | aximum outside diameter. | |
| iii) Br | eadth of washers basic tolerance. | $5 \pm 0.2 \text{ mm}$ |
| | | $3.5 \pm 0.2 \text{ mm}$ |
| iv) Th | ickness of washers basic tolerance. | 8.91 kg. approx. |
| | eight of spring washers (kg/1000 Nos. | as per IS:3063 |

NOTE: Spring washer should be suitable for use with 16 mm bolts and nuts conforming to IS:1363 and electro galvanizing should be as per IS:1573 service condition "3" i.e. minimum thickness of 25 microns and average thickness of 38 microns.

3) PACKING :The G.I. Nuts & Bolts shall be packed in non returnable Gunny Bags. The Gunny Bags shall be marked with name of material, manufacturer names & trade mark, weight of material, month & year of manufacture with batch No. IS certification mark. Each bag shall contain 50 kg. net GI Nut Bolts.

IMPORTANT CONDITIONS FOR QUALIFICATION AGAINST THE PRESENT TENDER.

The bidders may please note that compliance of the conditions as per above clause at the time of submission of technical bid is a must and in case it is not fulfilled tender may be rejected.

TENDER NO. TR-19/S&P/49 <u>SCHEDULE-I</u> SCHEDULE OF PRICE & OUANTITY

| | | | | JULE OF I K | | | 1 | |
|----|---------------------|---------|---------|-----------------|---------|----------|-------------|-------------|
| S. | Particular | Qty. | Qty. | Unit | Unit | GST @ | Unit F.O.R. | Total Amoun |
| N. | | on | offered | ex-works price | Freight | % on | destination | (Rs.) |
| | | tender | (In | including | Charges | column (| Price | (4x8) |
| | | (In MT) | MT) | packing | (In Rs. | 5+6) (In | (5+6+7) | |
| | | | | charges. | per MT | Rs.) | (In Rs. per | |
| | | | | (In Rs. per MT) | | | MT) | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 1 | GI Nut Bolt 16x35mm | 30.78 | | | | | | |
| 2 | GI Nut Bolt 16x40mm | 29.7 | | | | | | |
| 3 | GI Nut Bolt 16x45mm | 21.53 | | | | | | |
| 4 | GI Nut Bolt 16x50mm | 14.16 | | | | | | |
| 5 | GI Nut Bolt 16x55mm | 8.85 | | | | | | |
| 6 | GI Nut Bolt 16x60mm | 6.30 | | | | | | |
| 7 | GI Nut Bolt 16x65mm | 2.97 | | | | | | |
| 8 | GI Nut Bolt 20x55mm | 0.55 | | | | | | |

| 9 | GI Nut Bolt 20x60mm | 0.55 | | | | |
|----|----------------------|----------|---|--|--|--|
| 10 | GI Nut Bolt 24x75mm | 1.65 | | | | |
| 11 | Step Bolt 16x175mm | 12.32 | | | | |
| 12 | GI Spring Washer16mm | 9.72 | | | | |
| | Total:- | 139.08 M | T | | | |
| | | | | | | |

Note :

- 1) The price quoted in column 5 shall be FIRM price only.
- 2) The offer with the rates given in any form/ proforma, other than that mentioned above shall be summarily rejected.
- 3) In case any of the material import is involved, no import assistance shall be provided by CSPTCL.
- 4) Rate in various tapering step shall not be considered & hence rate shall be indicated by singular figure only.
- 5) Any variation on taxes/statutory payment on account of change in policy of Govt. either upward or downward within contractual delivery schedule will be on CSPTCL account. However, any upward change on account of increase in turnover shall be on Bidder's account.
- 6) Only statutory variation due to Govt regulations in GST during Contractual delivery period shall be paid by CSPTCL
- 7) 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-II

GUARANTEED TECHNICAL PARTICULARS FOR G.I.NUTS & BOLTS

| S.No. | Description | Relevant IS No. | Results |
|-------|--|-----------------|---------|
| 1 | Minimum shearing strength of bolts (Kg/ mm sq.) | IS-12427-1988 | |
| 2 | Minimum ultimate tensile strength of bolts (Kg/mm sq.) | IS-1367 | |
| 3 | Value of hardness test:- a) Rock well hardness test b) Brinell hardness test | IS-1367 | |
| 4 | Proof load test | | |
| 5 | Test for strength under wedge loading | | |

| 6 | Head soundness test | | |
|----|--|--|--|
| 7 | Indian standard for bolts and nuts dimensions | IS-12427-1988 IS-6639-1972 and any listed revision thereof for property class-5.6/5. | |
| 8 | Indian standards for threading dimension of bolts & nuts | IS-1367-1967 including IS-1367 (part-XIII) 1983 and latest revision thereof and IS-4218 (part-V) 1983 | |
| 9 | Indian standard for hot dip galvanising | IS-1367(part-XIII) 1983 | |
| 10 | Indian standard for test on Bolts & Nuts | IS-1367-1967 and any listed amendment thereof | |
| 11 | Designation of standard for raw material for bolts & nuts | IS-2062 Gr.A with latest amendment | |
| 12 | Manufacturing process details:-(i)For 16mm dia bolts will be hot forged(ii)For threads of 16mm dia bolts rolled(iii)Process of making nutsProcess details for preparation of metal surface and galvanising:- | By Heading process | |
| | a) Degreasing Alkaline/ Chemical/Blueing/Vapour Degreasing b) Cleaning by acid c) Precautions to be taken to avoid over pickling d) Details of preparing flux solution and how specific gravity should be maintained e) Process adopted for drying of bolts & nuts f) The temperature of bolts & nuts before Galvanising g) Size of the galvanising tank h) System of temperature control of zinc bath i) Process of dipping the material in | | |

| | | 1 |
|-----------------------------------|-------------------|---|
| zinc bath | | |
| j) Process adopted to remove the | | |
| excess deposit of zinc from bolt | | |
| threads immediately after | | |
| galvanising | | |
| k) Constructional details about | | |
| centrifuging/spinning equipment | | |
| (i) RPM for spinning | | |
| (ii) Time of spinning | | |
| l) Oversize tapping of nuts after | | |
| galvanising | | |
| m) Coating requirement (Testing | | |
| procedure as per IS-2633-1972):- | | |
| (i) Coating weight of zinc | | |
| coating in Gm/Meter | | |
| (ii) Coating thickness | | |
| measurement system adopted | | |
| (iii)Make & type of instrument. | Manufasturan | |
| n) Embossing/Engraving | Manufacturer | |
| ii) Lindossing/Lingraving | name, trade mark, | |
| | class & CSPTCL | |
| | must be embossed. | |

Signature & Seal of Bidder

Note:-The bidder should specify all the values. The bidder should also submit photocopy of test certificates (latest) from Govt. Laboratory/recognized institute for the results indicated by them.

<u>SCHEDULE – III</u> <u>SCHEDULE OF BIDDER'S EXPERIENCE</u>

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) | Period & date of supply | Client or order placing authority | Person to whom reference to be made |
|-------|--|-------------------------------|--|---|
| | | | | |

Signature of Bidder Name : Company :

SCHEDULE- IV

(A) Details of tests

| S.No | Item | Name of the lab. | Date of testing |
|------|------|------------------|-----------------|
| | | | |
| | | | |
| | | | |
| | | | |

(Test Report should be self attested by autorizad signatory of the tender)

(B) Valid ISI license for manufacturing of tendered items

(self attested copies by autorizad signatory of the tender)

| S.No | Item | ISI License Issued By | Valid till |
|------|------|-----------------------|------------|
| | | | |

SCHEDULE-V (Tender TR-19/S&P/49) COMMERCIAL INFORMATION

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

| 1 | Name of Manufacturer | |
|------|--|--|
| 2 | Address of Manufacturer | a)Office : |
| 2 | Address of Manufacturer | a)Office . |
| | | |
| | | |
| | | b) Works: |
| | | |
| 3 | Telephone Nos./ | Office : |
| | | |
| | | Works: |
| | | 0/D |
| | FAX No. | O/R |
| 4 | Date of Start of manufacture of Offered material | |
| 5 | Date of Type test of tendered products whether documents | |
| _ | attached . | |
| 6. | | Bank draft/Banker's cheque/ |
| i) | Earnest Money details | Cash with Manager (RAO:HQ), |
| | | CSPTCL, Raipur No. |
| ii) | Amount of EMD and full details | Rs. |
| iii) | If exempted, state whether bidder is | SSI Unit of CG/Small scale unit |
| | | registered with NSIC/Fully owned State Central Govt. |
| | | Unit. |
| iv) | Reference of documentary evidence regarding exemption | Yes/No |
| , | enclosed | |
| 7. | Whether the offer is valid for 180 days from the date of | Yes/No |
| | opening of commercial/technical bid | (If no, state validity period) |
| 8. | State whether the quoted prices are FIRM | Yes |
| 9. | Option of Modvat Benefit. Whether benefit of Modvat has | Yes/No |
| | been taken into consideration in quoting the rate in price | |
| 10 | bid Rate of GST(Goods and service tax) | Yes/No |
| 10 | FREIGHT CHARGES | Inclusive @ |
| 11. | | Exclusive @ |
| 12 | Discount :- | Yes/No |
| | a) Whether any rebate/discount is offered | |
| | b) If yes, whether the rebate is unconditional/conditional | |
| | c) If conditional state condition | |
| 13. | PAYMENT TERMS:- | Yes/No |
| | Whether Companies terms of payment is acceptable to the | |
| 1.1 | Bidder (if no state conditions) | |
| 14. | DELIVERY PERIOD:- | |

| | a) Wheather agreeable to CSPTCL delivery Clause | Yes/No |
|-----|---|----------|
| | | Yes/No |
| 15. | PENALTY CLAUSE | Yes/No |
| | Whether agreeable to Company Penalty clause | |
| 16. | GUARANTEE PERIOD: - | Yes/No |
| | Wheather agreeable to CSPTCL Guarantee Clause | |
| 17. | SECURITY DEPOSIT | Yes/No |
| a. | Whether agreeable to furnish Company Standard security | |
| | deposit @ 10% of value of order for satisfactory execution | |
| | of the order and to cover guarantee period | |
| | | |
| b. | If not, indicate deviation specifically | |
| 18 | EXTENSION ORDER:- | Yes/No |
| | Whether you are agreeable to accept extension order on | |
| | the same rates, terms & condition if any extension order is | |
| | placed within 6 months from the date of placement of | |
| | detailed order. | |
| 19 | Please mention whether rates offered are applicable for | Yes/No |
| | part quantities. | |
| 20 | Mention turn over of the firm for 3 financial years | |
| | (Enclose balance sheets in support) | |
| | 2016-17 | |
| | 2017-18 | |
| | 2018-19 | |
| 21 | C.A. audited self attested copy of net worth for the last | YES / NO |
| | three financial years submitted | |
| 22 | Whether all testing charges included in quoted rates | YES / NO |
| 23 | Whether Packing condition is as per our specification. | YES / NO |
| 24 | Whether the testing facility for acceptance test is available | YES / NO |
| | at the bidder's factory premises | |
| 25 | whether you agree to arrange acceptance test at your | |
| | works | |
| 26 | Whether integrity pact in the prescribed format executed | YES / NO |
| | in non judicial stamp paper worth Rs.250/- has been | |
| | enclosed | |

Place:-

Date:

SIGNATURE OF BIDDER

NAME IN FULL DESIGNATION/STATUS IN THE COMPANY SEAL

SCHEDULE-VI 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 | Yes/No |
|---|--|----------------------|
| 1 | technical specification | 100/110 |
| 2 | Whether the copies of orders received during | Yes/No, give details |
| 2 | last 3 years for similar materials enclosed | |
| 3 | Whether Material Receipt Certificate (MRC) / | Yes/No, give details |
| 5 | performance certificate / Order execution | |
| | certificate etc. for above orders enclosed | |
| 4 | Whether pamphlets/technical details literatures | Vas/no give details |
| 4 | alongwith drawing etc. furnished with the offer | Yes/no, give details |
| 5 | Whether the bidder agrees to furnish materials | Yes/No |
| 5 | e | 1 CS/1NO |
| | test certificates in respect of chemical | |
| | composition and physical properties from | |
| | Govt./Govt. Approved Lab. with each batch of | |
| | supplies | X7 /X7 1 1 1 |
| 6 | Whether the bidder has furnished details of | Yes/No, give details |
| _ | manufacturing equipments. | |
| 7 | Whether all testing facilities are available, if so, | Yes/No, give details |
| | give details and in case of non-availability of | |
| | facilities indicate approved lab. available in | |
| | surrounding areas where tests are proposed to | |
| | be conducted | |
| 8 | Whether you agree for inspection by | Yes/no |
| | Company's representative prior to dispatch and | |
| | bear the testing charges for all tests as per | |
| | relevant standards | |

Place:-

SIGNATURE OF BIDDER NAME IN FULL

Date:-

DESIGNATION/STATUS IN THE FIRM COMPANY SEAL

SCHEDULE-VII

SCHEDULE OF COMMERCIAL DEVIATIONS.

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

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

Dated

Signature & Seal of Bidder

Place

SCHEDULE-VIII

SCHEDULE OF TECHNICAL DEVIATIONS.

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

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

Signature & Seal of Bidder

SCHEDULE - IX

GENERAL INFORMATION

| 1 | Name & Address of the firm/Company etc. | |
|----|--|-------------|
| | | |
| | a) Registered office | |
| | b) Works | |
| | c) Telex/fax Nos. | |
| | d) Telephone Nos. | |
| 2 | Bidders to furnish following information :- | |
| | a) TIN Number | |
| | b) PAN | |
| | c) Bank details | |
| | d) Name of Bank | |
| | e) A/c No. | |
| | f) IFS Code of the bank | |
| | g) Copy of cancelled cheque. | |
| 3 | (attach certified copies of above documents) Confirm whether Bidder is Manufacturer | Yes/No |
| | | Yes / No |
| 4 | Goods & Service Tax Registration Number | I es / INO |
| 5 | Bidders to furnish following particulars :- | |
| | a) Address of factory | |
| | b) Year of starting | |
| | c) Yearly/monthly production capacity | |
| 6. | Whether the firm is an CG SSI Unit | Yes/No |
| | a) If yes write registration No. | |
| | b) Whether documentary evidence regarding registration enclosed | |
| | c) Items of registration | |
| | d) Period of registration | |
| 7 | Whether the firm is prepared to make good any loss or damage in | Yes/No |
| | transit immediately and free of all charges and prefer the claim for | |
| | such loss from Insurance company preferably. | |
| 8 | Whether a list of orders received by you for last 3 years is enclosed | Yes/No |
| | | |
| 9 | Whether the firm have valid ISI license to produce tendered material | Yes/No |
| 10 | Whether power of attorney is furnished as per tender | Yes/No |
| | | 1 - 0, 1 10 |
| 11 | Any other information to be furnished related to tender. | |

PLACE : DATE : SIGNATURE OF BIDDER NAME IN FULL DESIGNATION STATUS

SCHEDULE-X

Details of G.I. Nut Bolts supplied during last 3 years

Sl. No. Name of Utility Qty. Year 2016-17 2017-18 2018-19

(Certified by CA & self attested by autorizad signatory of the tender)

Dated

Name and seal of the tendering

Place

Company.

SCHEDULE - XI

PROFORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT

(To be executed on non-judicial stamp paper of Rs. 300/- and Revenue stamp may be affixed on Bank Guarantee)

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

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

This agreement should be valid and binding on this bank upto and including ______2001 of for such further period as may hereunder be mutually fixed from time to time in writing by the Chhattisgarh State Power Transmission Company Ltd. and the contractor and shall not be terminable by notice or any change in the constitution of the aforesaid bank or the firm of Contractors or by any others reasons whatsoever and the Banker's liability hereunder shall not be impaired or discharged by any extension of time or variations or alteration made, given conceded or agreed to with or without the Bank knowledge or consent by or between the Chhattisgarh State Power Transmission Company Ltd. and contractor in the existing and / or further tenders and / or contracts.

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

WITNESSES:-

SIGNATURES Authorized Signatories of Bank

Bank

| 1 | . Signed |
|---|----------|
| 2 | C |

SCHEDULE-XII

DETAILS OF DRAWINGS SUBMITTED WITH THE TENDER

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

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

SCHEDULE-XIII

PRE-CONTRACT INTEGRITY PACT

1. GENERAL

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

2. **OBJECTIVES**

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this 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 of for any person,

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organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting of implementation process related to contract.

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

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

4. COMMITMENTS OF BIDDERS

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

- 4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material of immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the biding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the CSPTCL for showing or forbearing to show favour or disfavour to any person in relation to the contract with the CSPTCL.
- 4.3. The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede,

facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8. The BIDDER commits to refrain from giving any compliant directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. **PREVIOUS TRANSGRESSION**

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

6. EARNEST MONEY (SECURITY DEPOSIT)

6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of.....

(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guarantee sum to the(BUYER).....on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

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

7. SANCTIONS FOR VIOLATIONS

- 7.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

- (iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with Interest thereon 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the CSPTCL for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee of the BIDDER or any person action on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

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

(xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other

contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

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

8. INDEPENDENT MONITORS

- 8.1. The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6. The Monitor will be submit a written report to the designated authority of BUYER/Secretary in the department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposal for correcting problematic situation.
- **09. FACILITATION OF INVESTIGATION -** In case of any allegation of violation of any provision of this fact or payment of commission, the BUYER or its agency shall be entitled to examine all the documents including the books of Account of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.
- **10. LAW AND PLACE OF JURISDICTION -**This pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.
- **11. OTHER LEGAL ACTIONS** -The actions stipulated in this integrity Pact are without prejudice to any other legal action that may following in accordance with the provisions of the any other law in force relating to any civil are criminal proceeding.

12. VALIDITY

12.1 The validity of this integrity Pact shall be from the date of its signing and extend up to 2 years or the complete execution of the contract to the satisfaction of both the BUYER and

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the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

- 12.2. If one or several provision of this pact turn out to be invalid; the reminder of this pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intention.
- 13. The parties hereby sign this integrity Pact aton.....

| BUYER | BIDDER |
|----------------|-------------------------|
| ED/CE(S&P) | CHIEF EXECUTIVE OFFICER |
| CSPTCL, Raipur | Department/PSU |

| Witness | | Witness | |
|---------|--|---------|--|
| (i) | | (i) | |
| | | | |
| (ii) | | (ii) | |
| | | | |