

CHHATTISGARH STATE POWER TRANSMISSION CO. LTD.

**OFFICE OF CHIEF ENGINEER (STORE & PURCHASE)
CHHATTISGARH STATE POWER TRANSMISSION CO. LTD.
Third Floor, SLDC Building, Dangania, Raipur (C.G.)-492013**

Phone: 0771- 2574236/40 Fax: 0771- 2574246
Website- www.cspc.co.in, email- nk.bisen@cspc.co.in

TENDER SPECIFICATION**TR-20/S&P/13**

For

**SUPPLY OF
Unarmoured Copper control cable
(Through E-Bidding)
RFx No-8100017924**

**LAST DATE & TIME OF SUBMISSION OF TENDER
24.07.2020 (TIME 15:00 HRS.)**

**DUE DATE OF OPENING OF TENDER
24.07.2020 (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)**

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TENDER FORM**CHHATTISGARH STATE POWER TRANSMISSION CO. LTD.**

Tender document SL.No.....

ISSUED to M/s -----

Cost of Tender documents Rs.....

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

Name of Bank -----

Signature & Seal of Issuing Authority**CHHATTISGARH STATE POWER TRANSMISSION CO. LTD.
RAIPUR, C.G. (INDIA)****TENDER FORM**

The undersigned hereby tender and offer (subject to CSPTCL's conditions of tendering), the Chhattisgarh State Power Transmission Company 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 & Annexures to the specification **TR-20/S&P/13**, copies of which are annexed hereto and which under the terms thereof are to be supplied, executed and done by the contractor in a thoroughly good and workman like manner, and to perform and observe the provisions and agreements or the part of the contract contained in or reasonably to be inferred from the said tender documents for the sum and at the rates set out in schedules annexed hereto.

It is confirmed that:

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

Dated, this day of

**Bidder's Signature
Bidder's Address.**

Note:- This form duly signed & stamped should be enclosed with Commercial bid invariably in original i.e. in sheet bearing CSPTCL's officer's sign.



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, Daganiya, Raipur(C.G.)-492013

Website- www.cspc.co.in

Phone-0771-2574240/36/04

email- nk.bisen@cspc.co.in

Fax-0771-2574246

No.02-16/SE-I(S&P)/TR-20/S&P/13/445

Raipur, Dtd 29.06.2020

E-PROCUREMENT TENDER NOTICE

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

Sl. No.	Tender No.	Particulars	Qty	Cost of tender document including GST (Rs.)		EMD (Rs.)	Due date
				Printed Tender Form	E-Tender Form Online (downloaded from website)		
1.	TR-20/S&P/13 RFx No-8100017924	Procurement of PVC insulated unarmoured Copper control cable	98.45 Km	1120/-	1180/-	1,88,000/-	24.07.2020

- NOTE:- i) In case any of the above dates is declared as holiday then the particular date will automatically get shifted to next working day.
- ii) The quantities mentioned above are tentative & may vary according to final requirement.
- iii) Any notice for extension of due date of tender opening shall not be published in newspapers. It will be displayed only on official website of the company.
- v) The tender will be processed through e-bidding module of SAP-SRM. Bidders are advised to visit our website www.cspc.co.in/cspc for viewing detailed instructions regarding submission of offer through SAP-SRM.
- 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. **TR-20/S&P/13** 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:50724/irj/portal>. The bidder may download the same from the above site. In e-bidding portal, tender documents will be displayed in online tender display at Technical RFx section.

Last date & time of submission of bid in hard copy and also in softcopy is **24.07.2020 upto 3:00 pm** and due date & time of opening of part –I and part-II of the tender. is **24.07.2020 at 3:30 pm.**

Important Instructions:-

1. Please note that this tender shall be processed online as well as offline. The bidder has to submit all the documents in hard copy as per tender specifications in four envelopes. Besides above, scanned copy of following documents is to be uploaded in e-bidding portal:-
 - (a) The scanned copy of DD for tender fee.
 - (b) The scanned copy of DD for EMD/ EMD exemption.
 - (c) Schedule V commercial information.
 - (d) Schedule VI (A) Schedule for commercial deviation.
 - (e) Schedule VI (B) Schedule for Technical deviation.It may please be noted that only above mentioned documents are to be uploaded in e-bidding portal and no other document is required to be submitted in e-bidding portal. The bidder shall give reply to following questions regarding above documents in e-bidding portal:-
 - (i) Whether scanned copy of tender fee DD uploaded. Yes/No
 - (ii) Whether scanned copy of DD of EMD /EMD Exemption uploaded. Yes/No
 - (iii) Whether scanned copy of Schedules of Commercial information Yes/No
 - (iv) Whether scanned copy of Schedules of Commercial deviation Yes/No
 - (v) Whether scanned copy of Schedules of Technical deviation Yes/No
2. **It is not required to upload /attach scanned copy of price bid in Soft/ Hard copy. Only the rates are to be filled in the item tab in e-bid in SAP SRM System (online e-tender). Rates should be quoted online & in specified fields only.** Once the rates are filled, the bidders may change their rates up to the due date and time of submission of tender. After due date and time, no change on any ground whatsoever will be accepted.
3. After scrutiny of techno-commercial bid, the price bid will be opened in e-bidding system only of eligible bidders for which suitable intimation will be given to the bidders offline & through email.
4. Please note that e-mail is always system generated, hence bidders are advised to regularly check their inbox/junk mail box.
5. CSPTCL shall not assume any responsibility for non-supporting of system, internet, line & associated hardware & software for bidding their tender. No extension in time shall be granted on such grounds. The bidder should submit their bid well before submission dead line to avoid any system related problem. It is strongly recommended not to wait for submission of bid in last minutes as internet/technical problem may disrupt their works.

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

Chief Engineer (S&P)
CSPTCL: RAIPUR

SECTION –I
SPECIAL INSTRUCTIONS TO BIDDERS

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

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

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

Date of submission of tender is **24.07.2020 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 .

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 1,88,000** (Rs One Lakh Eighty Eight Thousand only.) payable in the form of demand draft in favor of Manager (RAO : HQ), CSPTCL, Raipur.

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

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

4. **The pre qualifying requirements proposed to be incorporated are as mentioned here under:**

(A) Technical & Supply Experience Requirement:-

- 1.1 **The Bidder should be manufacturer having manufacturing unit in India and should have valid certification of ISO 14001 along with ISO 9001.**
- 1.2 The bidder should have minimum experience of at least **Three (3) years** for manufacture and supply of **Copper Control (unarmoured) of any size ranging from 1.5 sqmm to 10 sqmm of Multicore Cable** to following Indian Entities directly or through turnkey contractors as on date of issue of NIT Order must be issued by following entities:-
 - i) Power utilities owned and controlled by Central or State Govt. **Or**
 - ii) **PSUs Or**
 - iii) Govt . organizationsdirectly or through turnkey contractors.

- 1.3 **The Copper Control (unarmoured) of any size ranging from 1.5 sqmm to 10 sqmm of Multicore Cable** should be in successful operation for minimum **2 years** as on date of issue of NIT in the **aforesaid entities mentioned in clause 1.2.**
- 1.4 The bidder should have all the type test reports conducted as per relevant standards i.e. ISS/ IEC carried out **at & issued** by NABL accredited laboratory / ILAC accredited Laboratories on item/items offered by them as per tender specification. The Type test report should not be older than **ten (10) years** as on the date of issue of NIT.

(B) Commercial /Financial Requirement:-

- 1.1 The bidder should have Minimum Average Annual Turn Over (MAAT) for best three years out of last five financial years (**i.e. 2014-15,2015-16 , 2016-17, 2017-18 & 2018-19**) of **Rs. 2.82 Cr. (Rs. Two Crore Eighty Two Lakh only)**.
In case bidder is a holding company, MAAT shall be that of holding company only (i.e. excluding its subsidiary / group companies). In case bidder is a subsidiary of a holding company, the MAAT shall be of subsidiary company only (excluding its holding company).
- 1.2 Net Worth of bidder for last three financial years i.e. (**2016-17, 2017-18 & 2018-19**) should be positive. Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.
- 1.3 **The Bidder shall submit Certificates (in Original) from C.A stating that,**
 - (a) All payment obligations (principal and/interest) on outstanding debentures have been discharged and no such payment which was due on **31.03.2020** is outstanding/overdue.
 - (b) The Bidder is presently not in default in payment of any bank loan or interest thereon for more than three months or any loan account of the bidder has not been classified as NPA (Non Performing Asset) by the creditor/lending bank as on date of issue of NIT.

(C) Other Requirements :-

- 1.1 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. However, the bid may not be considered for further processing in following cases also:-
 - a. If, bidder is debarred/blacklisted by Bank /state Govt./Central Govt./State PSU/CPSU/SEB/Public utility upto date of opening of price bid of the instant tender.
 - b. If a case comes to notice regarding submission of Forged/fake documents in any other tender under process in CSPTCL upto date of opening of Price Bid of the instant tender.

- 1.2 “Any sums of money due to CSPTCL on the date of opening of tender should have been paid/settled in full prior to the date of opening of tender. Price bids of bidders not complying with the requirement shall not be opened.” A declaration in this regard shall be furnished by the bidder.
- 1.3 The **bidder** shall have to submit pre-contract integrity pact in the format enclosed as Annexure-I on non-judicial stamp paper worth Rs. 300/- duly signed by the bidder along with the Techno-Commercial bid. The validity of this integrity pact shall be from the date of its signing and extended up to 02 years or complete execution of the order to the satisfaction of both the buyer and the Bidder whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after Six months from the date of signing .
- 1.4 All the documents /statements/attachments /information submitted by the bidder in proof of the qualifying requirements must be authentic/genuine /correct and in case,any of the said documents/statement/attachments/information are found to be false/fake/misleading the bidder will be disqualified and action will be taken against the bidder as per relevant provisions of the tender .

All documents should be self attested by authorized signatory of the tender only.

(D) The following documents should be submitted in support of Pre-Qualifying requirement:-

(1) In support of qualifying the Technical & Supply Experience requirement:- The bidder should submit the Self attested copies of following documents:-

- 1.1 In support of bidder being manufacturer of tender item/items self attested valid NSIC/DIC (DIC is applicable for CG state SSI unit) certificate should be submitted. In case firm is not registered with NSIC/DIC, self attested copy of valid factory license issued by industries department of State/Central Government for tendered item/items should be submitted. The bidder should also submit self attested copy certification of ISO 14001 along with ISO 9001 valid as on date of issue of NIT .
- 1.2. A) **Direct supply to utility:-**
- i) In support of Bidder having minimum experience of at least **three years** of manufacturing and supply of **Copper Control (unarmoured) of any size ranging from 1.5 sqmm to 10 sqmm of Multicore Cable**, copies of purchase orders (in the name of manufacturer) and relevant MRCs (Material Receipt Certificate) issued by the entities mentioned above in **clause 4A(1.2) of PQR** will be submitted. The date of receipt mentioned in the MRC will be treated as actual date of supply.
 - ii) The supply experience as on date of issue of NIT will be counted from the aforesaid actual date of supply. In case of non-availability of MRC , commissioning certificate / Performance certificate may also be treated as

proof of actual supply provided it establishes the requirements as per PQR and is issued by an officer not below the rank of Executive Engineer/Manager of the entities in **clause 4A(1.2)** of PQR.

- iii) If performance certificate indicates both proof of supply experience of **3 years** or more and satisfactory performance for **two years** or more, separate MRC will not be required as a proof of supply. However, if only MRC is submitted as proof of supply, performance certificate will have to be submitted separately to establish minimum performance of **2 years** as per PQR. All these documents should be attested by the authorized signatory of the tender.

B) Through Turnkey contractors:-

- i) Copies of purchase order (in the name of Turnkey Contractors) must be issued by entities in clause 4A(1.2) of PQR.

AND

- ii) Copy of order issued by turnkey contractor to manufacturer and relevant copies of invoice.
- 1.3. In support of satisfactory performance, a self attested copy of performance certificate issued by the entities mentioned in **clause 4.A(1.2)** of the PQR will be submitted.
- 1.4. The Bidder should submit self attested copy of the type test reports conducted as per relevant standards i.e. ISS/ IEC carried out at & issued by NABL accredited laboratory / ILAC accredited Laboratories on item/items offered by them as per tender specification. The type test report should not be older than **Ten (10) years** as on the date of issue of NIT.

2. In support of qualifying the Commercial and Financial requirement:-

The bidder should submit the Self attested copies of following documents:

- 2.1. a. Statement of annual turnover (as per annexure of the tender), audited balance sheets and profit & loss statement duly certified by Chartered Accountant. The audited balance sheets furnished should be for last five financial years (**i.e. F.Y 2014-15, 2015-16 2016-17 & 2017-2018, 2018-2019**).
- b. A statement showing 'Net worth' including assets and liability of the bidder duly certified by chartered accountant for the last three financial years (i.e **F.Y2016-17 & 2017-2018, 2018-2019**) along with audited balance sheet for these 3 years shall also be furnished.
- 2.2 The bidder shall submit Certificated (in original) from CA stating that:-
- a. All payment obligations (principal/interest) on outstanding debentures have been discharged and no such payment as on **31.03.2020** is outstanding/overdue.
- b. The Bidder is presently not in default in payment of any bank loan or interest thereon for more than three months or any loan account of the bidder has not been classified as NPA (Non performing assets) by the creditor/leading bank as on date of issue of NIT.

3. In support of other requirement:

The bidder should submit the Self attested copies of following documents:

- 3.1 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. However, the bid may not be considered for further processing in following cases also:-
- a. If, bidder is debarred/black-listed by Bank / State Govt. / Central Govt./ State PSU/CPSU/SEB/Public utility up to date of opening of price bid of the instant tender.
 - b. 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.
- 3.2 “Any sums of money due to CSPTCL on the date of opening of tender should have been paid/settled in full prior to the date of opening of tender. Price bids of bidders not complying with the requirement shall not be opened.” A declaration in this regard shall be furnished by the bidder.
- 3.3 The bidder shall have to submit pre-contract integrity pact in the format enclosed as Annexure -I on non-judicial stamp paper worth **Rs.300/-** duly signed by the bidder along with the Techno-Commercial bid. The validity of this integrity pact shall be from the date of its signing and extended up to 02 years or the complete execution of the order to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of its signing.
- 3.4 All the documents/statements/attachments/information submitted by the bidder in proof of the qualifying requirements must be authentic / genuine’/ correct and in case, any of the said documents/statement/attachments/information are found to be false / fake / misleading the bidder will be disqualified and action will be taken against the bidder as per relevant provisions of the tender..
- All documents should be self attested by authorized signatory of the tender only.**
5. The offered prices for **Unarmoured copper control cable** should be variable as per **IEEMA** price variation formula as per circular enclosed in Annexure-I of this specifications with base indices as issued by IEEMA in its circular one month prior to the due date of opening. In case of any extension of due date the base date for working out the price variation shall be as per the original due date only. If delivery of material get delayed beyond contractual delivery period, price variation claimed shall be governed as detailed in clause 4.3.1 of section-I of this specifications.
 6. It will be presumed that the bidder has taken utmost care while quoting ex-works unit rates and tax rates in the price bid, which shall be considered as base for computation of total prices. However, in case of any arithmetical mistakes/errors in calculation for arriving at total FORD rate, arithmetic corrections shall be made as per the quoted basic rate/ tax rate for the purpose of computation to decide the relative position of bidder. However, for placement of order lower of the two values will be considered.
 7. The tender offers of those Bidders, who do not agree to CSPTCL’s payments terms, security deposit clause, penalty clause, performance guarantee clause shall be liable for rejection.

8. A certified copy of valid ISI license/ marking sight duly notarized may be submitted along with the offer. The license should be valid on the due date of opening of tender.
9. The tender document shall be available for sale in the Office of CE (S&P) on payment of the cost of tender document through demand draft / cash payment on all working days up to one day prior to the due date of opening. The tender document shall also be displayed in CSPTCL's website i.e. www.cseb.gov.in 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. 5 of Section-I (General Instruction to bidders).
10. The Company reserves the right to reject any or all tenders or accept any tender in full or part, considered advantageous to the C.S. Power Transmission Co. Ltd., whether, it is lowest or not without assigning any reason whatsoever.
11. **The bidder should ensure following points in order to avoid rejection of tender:-**
 - i) DD towards EMD **OR** proof of exemption valid on due date of opening duly notarized by a public notary is to be submitted in envelope –I. Please note that in case of exemption claimed from EMD by the SSI units registered under NSIC/ DIC, the copy of certificate issued by concerned authority along with enclosures, in which name of materials for which certificate has been issued should also be furnished. The name of material under tender should appear in this list. Further, the copy of certificate (each page) should be self attested. In case of non compliance of above instructions, tender shall be liable for rejection. **The bidder should furnish valid GST registration number and certificate along with EMD. In absence of GST registration the offer shall not be accepted.**
 - ii) DD toward tender document cost, in case tender has been downloaded from our website, is also to be placed inside envelope-I. In case of non compliance of above instructions tender shall be liable for rejection.
 - iii) Techno-Commercial Bid are to be submitted inside envelope II.
12. **INTEGRITY PACT:** - The bidder shall have to submit pre-contract integrity pact in the format enclosed as **Annexure-II** on non-judicial stamp paper worth Rs. 300/- duly signed by the bidder along with the Techno-Commercial bid.
13. **EXTREMELY IMPORTANT (Bidders to note this to avoid bid rejection):-**
 - i) **Attention of bidders is drawn to the fact that no additional/new documents will be allowed to be submitted after bid submission with only exception that clarifications/confirmations on the points which lack clarity after techno-commercial evaluation may be obtained. Bidders are, therefore ,requested to exercise utmost care to make sure that all the documents required as per eligibility criteria/PQR/Techno-commercial requirements of the tender are submitted with their bid on or before the date of bid submission. The bid submission date is a cut-off date for submission of all the documents required as per tender conditions/requirements and the bidder must adhere to this deadline.**
 - ii) **It may also be noted that if a bidder has quoted 'NIL' deviation in the bid, this will have an overriding effect on any other conditions noted as deviations elsewhere in the bid and no correspondence will be made to withdraw such specific contradictory conditions.**

* * * *

GENERAL INSTRUCTIONS TO BIDDERS

1. SCOPE :-

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

2.1 ACCEPTANCE OF OFFERS:-

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

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

2.2 CRITERIA FOR PLACEMENT OF ORDER: -

The order will be placed to respective L-1 bidders for 2.5 Sq mm x 2 Core, 4.0 Sq mm x 4 Core & 2.5 Sq mm x 4 Core sizes of PVC insulated unarmoured copper control cable and **The tendered quantity for 8 core & 2.5 sq mm, 12 core & 2.5 sq mm & 19 core & 2.5 sq mm will be offered to maximum two parties. The quantity shall be distributed in the ratio 60% to L-1 bidder & 40% to L-2 bidder on counter offered rates.** The following points will also be considered for placing the orders:-

- (i) The competitive rates quoted by each Bidder: - The original ranking based on FOR destination rates offered.
- (ii) The production capacity and past performance against the tendered material supplied against CSPTCL's orders.
- (iii) The orders on more than one party will be placed at the counter offered rate offered by the lowest bidder and other bidder will be asked to match their prices of L-1 rates. Order shall be placed only after receipt of confirmation about the acceptance of the counter offered rates. If other bidder denies counter offer the whole quantity will be offered to L-1 bidder. If L-1 rates is not considered to be reasonable negotiation will be held with the L-1 bidder only.

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

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

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

4. OFFERS:-

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

4.1 Part-I: EARNEST MONEY DEPOSIT:

Please note that techno-commercial bid of tender will not be opened if earnest money is not deposited in form of demand draft for the value mentioned in tender

clause No. 3 of “SPECIAL INSTRUCTIONS TO BIDDERS” in the tender, unless exempted by the CSPTCL.

The following are exempted from payment of EMD:-

- i) SSI units of Chhattisgarh state permanently registered with DIC. The registration should be permanent & should be specifically for the items quoted in the tender & valid on the date of opening of tender. Copy of certificate duly notarised should be submitted.
- ii) Small scale units registered with NSIC: - In case of small scale units registered with NSIC, their registration certificates should be valid for the item under tender on due date of opening of Techno-commercial bid. In case the certificate is not valid on due date of opening the tender shall be liable for rejection. *Incomplete certificate should not be submitted. The list of items for which certificate is valid should also be furnished and name of item under tender should appear in this list failing which tender shall be liable for rejection.*
- iii) Fully owned State Govt /Central Govt. units, if 100% shares are held by the state Govt. concerned for which documentary evidence duly notarised must be furnished with offer.
- iv) The photocopy of the NSIC/ SSI registration certificate for the tendered item duly notarised by a notary should be furnished with the offer. In case of unnotarised copy, the original certificate should be produced at the time of opening for verification failing which their offer will be liable for rejection.
It has been noticed that some bidders submit photocopy of certificate. This is not acceptable. The photocopy of valid NSIC certificate should be signed by authorized signatory failing which tender shall be liable for rejection.
- v) The Bidders who come under any of above category must produce documentary evidence failing which offer shall be rejected.
- vi) **The bidder should furnish valid GST registration number and certificate along with EMD. In absence of GST registration the offer shall not be accepted.**

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

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

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

4.2.2 COMPLETENESS OF EQUIPMENT AND BOUGHT OUT ITEMS: -

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

- i) The responsibility for obtaining timely supplies of bought out items will rest on the Bidder and only on this basis, delivery period will be offered in the tender.
- ii) Any other negligence, replacement shall be arranged within one month's time. If this is not done, date of delivery of such accessory will be treated as date of

delivery of main equipment and full penalty shall be recoverable from the Bidder on total cost of the material.

- iii) For bought out items, responsibility for guarantee and obtaining immediate replacement in case any defects are noticed and in case defective supply of any item is reported will rest on the Bidder.
- iv) In case for attending to defect in any equipment or inspection/replacement of the equipment, which may be bought out item for the Bidder; services of engineer of original manufacturer is required, the same will be organized on immediate basis by the Bidder at his cost.

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

4.3 **Part - II (B) COMMERCIAL BID:**

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

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

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

4.3.1 **PRICES & Taxes: -**

The prices offered should be valid for 180 days from due date of tender in Indian Rupees only. Quoted prices for **unarmored control cable** should be variable as per IEEMA formula indicated in Annexure-I with base indices as issued by IEEMA in its circular one month prior to the due date of opening. In case of any extension of due date the base date for working out the price variation shall be as per the original due date only and the validity of offer shall be counted from the extended due date on which TC bid has been opened. The payment shall be initially done on the basis of base rates offered by the bidder subject to price adjustment to reflect changes in cost.

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

However, in case the rate of statutory levies undergoes downwards revision than the delayed supplies beyond contractual delivery period will attract reduced rate of levies/ GST.

The following clause regarding price variation shall be applicable:-

The price adjustment shall be invoked by either party subject to the following conditions:

- i) For calculation of price adjustment date on which the equipment is notified to be ready for inspection at the works of the manufacturer shall be taken as date of delivery provided the material is passed in the inspection and material is received in CSPTCL's Area Stores within 21 days from date of issue of dispatch instructions failing which actual date of receipt of materials shall be treated as date of delivery.
- (ii) In case of delay in supply beyond contractual delivery, price variation up to scheduled delivery date or actual date of delivery, whichever is advantageous to CSPTCL, shall be considered.
- (iii) The bidder shall submit price adjustment invoices for supplies positively within three months from date of supply whether positive or negative. **However, Price adjustment invoices submitted after 6 months from date of supply of material will not be entertained for payment, however negative variations in the prices will be recoverable** The invoices should be supported with calculation of price variation along with documentary evidence of applicable indices. If price adjustment works out to be positive, the same is payable to contractor by CSPTCL and if it works out to be negative, the same shall be recovered from the contractor. The price variation bills should be submitted to Manager (Bills) O/o GM (Finance), CSPTCL, Raipur.
- (iv) In case subsequent to issue of this tender IEEMA notifies either modification in prevailing formula or new formula the same shall be applicable.

4.3.2 TERMS OF PAYMENT:

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

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

4.3.3 DELIVERY PERIOD: The delivery should **commence in two months** from the date of order with minimum 50% of ordered quantity for each size & type and should be completed within **two months thereafter** i.e. a **total period of four months** from date of order The time for and date of delivery of the stores stipulated in the order shall be deemed to be the essence of the contract. In case of delay in execution of the order, the CSPTCL shall either:-

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

4.3.4 **LIQUIDATED DAMAGES:-** 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/tenderer as agreed towards **liquidated damages** a sum of ½ % of the **total price excluding taxes** of any stores not delivered per week or part thereof up to a maximum of **10% of contract value excluding taxes**.

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

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

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

4.3.5 **GUARANTEE PERIOD:**

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

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

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

- (i) If the material develops defect within guarantee period after installation at site, for the purpose of replacement/repairs & if the same is dismantled and taken out by us. In such cases actual cost of dismantling and replacement of the equipment/material will also be recoverable from you.
- (ii) In case it is observed that replacement/repairs of equipments or its accessories is not being provided to us within one month time from date of report of defect to you and proper response is not received from you, then apart from operating clause of 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.
- (iv) In case of replacement of material due to failure within guarantee period, the guarantee shall automatically get extended. In such case, the material shall be guaranteed as per the terms of guarantee with the commencement date of guarantee from the date on which replaced material has been received.

4.3.6 SECURITY DEPOSIT:

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

- (i) All outside state units shall be required to pay security deposit @10% of total order value.
- (ii) All the SSI units of CG having annual business (**FY 2019-20**) with successor companies of CSEB above Rs.50 Lacs, shall be required to pay Security deposit @7.5% of the value of order.
- (iii) In case of SSI units of CG whose annual business (**FY 2019-20**) with successor companies of CSEB is up to 50 Lacs, they will be required to pay Security deposit @ 5% of the value of order subject to maximum of Rs. 20,000/- (Twenty Thousand Only)

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

4.3.7 TRANSIT INSURANCE & RISK:-

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

supplier/carrier with necessary documents of the same with carriers at supplier's end.

4.3.8 **DEVIATIONS:-**

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

4.3.9 **UNSATISFACTORY PERFORMANCE:** The 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).

4.4 **Part - III PRICE BID:-**

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

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

- (i) **Envelope - I :-** (To contain Part-I of the tender document) This envelope should contain a covering letter with earnest money or earnest money exemption certificate as detailed in clause (4.1). The cover of the envelope should be suitably super scribed with the details of earnest money and tender number. The envelope should be sealed properly. **The bidder should furnish valid GST registration number & certificate along with 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 5.0 is not found inside the envelope
 - ii) **The GST registration certificate is not furnished**
 - iii) In case DD towards tender cost is not found inside this envelope in case tender document is downloaded from website.
- (ii) **Envelope - II :-** (To contain Part-II of the tender document) This envelope should contain the Technical Bid and commercial bid complete in all respects along with **un-priced** bid, in duplicate & Integrity pact as per proforma in Annexure -II.
- (iii) **Envelope - III: -** This large envelope should contain all the above two envelopes. A certificate in the following format should be recorded on main envelope itself.

**TENDER SPECIFICATION No. TR-20/S&P/13 DUE FOR OPENING ON
DTD 24.07.2020 FOR SUPPLY OF
PVC INSULATED COPPER CONTROL CABLE**

THIS ENVELOPE CONTAINS TWO ENVELOPES FOR:-

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

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

Sign & Seal of Bidder

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

6. OPENING OF TENDERS:-

Part - I i.e. Earnest Money shall be first opened on the due date & time. Part-II i.e. "Technical & Commercial Bid" will be opened thereafter on the same day in respect of bidders **whose GST registration certificate is attached and EMD are found to be as per tender specification**. These bids will be scrutinized and then we will take decision regarding opening of price bid in respect of successful Bidders. For the purpose of opening of price bid, a notice of not less than 7 days shall be given to the Bidders so that they may depute their representative for attending price bid opening. It may be mentioned that period of 7 days will be counted from the date of issue of fax intimation by us. Such intimation shall be given within a reasonable period from the

date of opening of commercial and technical bids, and after its scrutiny. Only authorized representatives possessing necessary authority letter from the Bidder shall be allowed to participate in the tender.

7. COMPLIANCE WITH OTHER CONDITIONS :-

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

8. CHANGE OF QUANTITY:-

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

9. INSPECTION:-

- a) The CSPTCL shall have access at all times to the works and all other places of manufacture where the equipments/ material 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/ material shall in no way relieve the successful supplier of his responsibility for meeting all the requirements of this specification and shall not prevent subsequent rejection if such equipments are later found to be defective.
- e) The readiness of material for inspection should be intimated to O/o the ED (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/IEC standards shall be conducted at their works on the randomly selected samples. In case, the samples fail to withstand the required tests, the entire lot will be liable for rejection.

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

10. FALSE INSPECTION CALL:

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

11. QUALITY ASSURANCE PLAN:

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

- (a) Statements giving list of important raw materials, name of sub-suppliers for the raw material, list of standards according to which the raw material are tested, list of tests normally carried out on raw material in presence of suppliers representative, copies of test certificates.
- (b) Information and copies of test certificates as in (a) above in respect of bought out items.
- (c) List of manufacturing facilities available.
- (d) Level of automation achieved and list of areas where manual processing exists.
- (e) List of areas in manufacturing process where stage inspections are normally carried out for quality control and details of such tests and inspections.

- (f) Special features provided in the equipment to make it maintenance free.
- (g) List of testing equipment available with the supplier for final testing of equipment specified and test plan limitation, if any, vis-à-vis the type/ special acceptance and routine test specified in the relevant standards. These limitations shall be very clearly brought out in schedule of deviations from specified test requirements.

12. TEST CERTIFICATE:-

The bidder should have all the type test certificates of tendered item/ materials as per relevant standards i.e. ISS/ IEC carried out at & issued by NABL accredited laboratory. Notarized copy of test reports shall be submitted along with the tender. The type test certificate of tendered item/ materials shall not be more than **Ten** years old as on the date of issue of NIT. Without required type test certificate the offer shall be liable for rejection.

13. POOL RATE/CARTEL:

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

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

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

- 14. **Amendment in specifications:** CSPTCL may revise or amend the specification and drawing, prior to the date notified for opening of tender. Such revision/ amendment, if any, will be communicated to all the bidders as amendment/ addendum to the invitation of tender and the same will be displayed in CSPTCL's website also.
- 15. **Telex/ telegraphic/ fax bids:** Telex/ telegraphic/ fax offers will not be considered under any circumstances.
- 16. **Mistakes in bids:** Rates should be quoted in both figures and words. In case of ambiguity between rates in figures and words, lower of the two shall be considered. Such offers can also be rejected.
- 17. **Lump sum based bids:** In case prices for some items or all items are given as lump sum, instead of unit prices as required in the tender specifications, CSPTCL can summarily reject such incomplete tender.
- 18. **Printed terms & conditions in bids:** Supplier's printed terms and conditions will not be considered as forming part tender under any circumstance whatsoever.

19. **Alterations/ correction in bids:** No alternations in the tender document will be permitted.
20. **Incomplete bids:** Tender which is incomplete or obscure is liable for rejection.
21. **Ambiguities in conditions of bids:** In case of ambiguous or self contradictory terms/ conditions mentioned in the bid, interpretations as may be advantageous to the CSPTCL may be taken without any reference to the tender.
22. **Disqualification of bids:** A bid which gets opened before the due date as a result of improper or no indication has been given on the cover to indicate that it is a tender, will be disqualified. Bidders will not be permitted to change the substance of his tender on post interpretation/ improper understanding grounds. This includes post tender price changes/ modifications etc. after opening of price bid. In such events, otherwise, that is, when a bidder does not comply, tender will be rejected.
23. **Language of bids:** All tenders should be made either in English or in Hindi only.
24. **Canvassing of bids:** Tenders shall be deemed to be under consideration, after opening of tender/ bid till placement of order. During this period, the bidders or their authorised representatives or other interested parties are advised strongly in their own interest, to refrain from contacting by any means any of the CSPTCL's personnel or representative.
25. **Cancellation of order:**
 - 25.1 The company may upon written notice of default, terminate contract in the circumstances detailed here under:
 - a) If in the opinion of the Company, the supplier fails to deliver the material within the time specified or during the period for which extension has been granted by the Company.
 - b) If in the opinion of the Company, the supplier fails to comply with any of the other provisions of this contract or material is found not in accordance with prescribed specifications and or the approved samples.
 - c) If as a result of stage inspection, it is revealed that material and / or workmanship is substandard, which is likely to affect the performance of the finished product, a notice would be served by the Company to the supplier to suspend further activities and to take urgent steps towards corrective measures, failing which the entire order would be cancelled.
 - 25.2 In the event of such termination, the CSPTCL shall exercise its discretionary power as:
 - (a) To recover from the supplier the agreed liquidated damages as given in the clause No. 4.3.4 above.

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

Or
 - (c) To cancel the contract reserving Company right to recover damages.
 - 25.3 Notwithstanding that the power under clause (25.2 a, b & c) referred to above, are in addition to the rights and remedy available to the Company under the general law of India relating to contract.
 - 25.4 In the event of risk purchase of stores of similar description, the opinion of the Company shall be final. In the event of action taken under clause 25.2 (a) or (b) above, the supplier shall be liable to pay for any loss, which the Company may sustain on that

- account but the supplier shall not be entitled to any saving on such purchases made against the default.
- 25.5 The decision of the CSPTCL shall be final regarding the acceptability of the stores supplied by the supplier and the Company shall not be required to give any reasons in writing or otherwise at any time for the rejection of the stores/ material.
- 25.6 **In the event Company does not terminate the order as provided in clause 25.1 & 25.2 above, the supplier shall continue execution of this order, in which case he shall be liable to the CSPTCL for liquidated damages for the delay as per clause 4.3.4 until supplies are accepted.**
26. **Arbitration:**
If at any time, any question, dispute or difference, whatsoever shall arise between the Purchase and the supplier, upon or in relation to or in connection with the Contract, either party may forth with give to the other, notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of two arbitrators, one to be nominated by the Purchase and the other to be nominated by the supplier or in the case of said arbitrators not agreeing, then to the adjudication of the Umpire to be appointed by the arbitrators, whose decision shall be final and binding on the parties and the provisions of the Indian Arbitration Reconciliation Act 1996, and of the rules there under and any statutory modification thereof shall be deemed to apply. The arbitrators or the Umpire, as the case may be, are bound to give a detailed speaking award assigning reasons for the findings.
Supplies under the contract shall be continued by the Contractor during the arbitration proceedings, unless otherwise, directed in writing by the Purchase or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrators or of the Umpire, as the case may be is issued.
27. **Jurisdiction:** Any dispute or difference, arising under, out of or about this tender/ contract order shall be subject to exclusive jurisdiction of competent court at Raipur only.
28. **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.
29. **Variation in quantity:** A tolerance in the ordered quantity will be allowed to the extent 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.
30. **Limitation of Liability:** - Except in cases of gross negligence or wilful misconduct,
a) The contractor and CSPTCL shall not be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the contractor to pay liquidated damages to the CSPTCL
AND
b) The aggregate liability of the contractor to CSPTCL, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipments, or to any obligation of the contractor to indemnify CSPTCL with respect to patent infringement

**Chief Engineer (S&P)
CSPTCL: Raipur**

SECTION-II

TECHNICAL SPECIFICATION FOR ISI MARKED UNARMoured COPPER CONTROL CABLES

- 1. SCOPE:** This specification covers the technical and other relevant requirements for supply of ISI marked copper control cables for switchyards. The cables shall be 1.1 KV Grade. The cores of copper control cable shall have a size of 2.5 sq. mm/ 4 sq mm) as called for using multi strand copper conductor with different number of cores as specified.

The cables shall be of high standard of engineering design and workmanship and be capable of continuous operation.

The details of quantity required for control cables have been given in the schedule-I.

The CSPTCL reserves the right to increase or decrease the required quantity of various sizes of cables and split the order among the successful bidders.

- 2.1. SERVICE CONDITIONS:** The cables to be supplied under this specification shall be suitable for satisfactory operation under following conditions:

1	Location	In the state of Chhattisgarh
2	Maximum Ambient Air Temperature	50 ⁰ C
3	Minimum Ambient Air Temperature	4 ⁰ C
4	Average daily Ambient Air Temp.	30 ⁰ C
5	Maximum relative humidity	95%(sometime approaches to saturation)
6	Average no. of thunderstorm days per annum	50
7	Average no. of rainy days per annum	90
8	Average annual rainfall	125 cm.
9	Months of tropical monsoon condition in the year.	June to October
10	Maximum wind pressure.	150 Kg/sq.m.
11	Altitude not exceeding	1000 meters
12	Seismic level (horizontal acceleration)	0.3 g

- 2.2. SYSTEM DETAILS:**
- | | <u>System Voltage</u> |
|--|----------------------------|
| (a) Nominal system voltage : | 400 KV 220 KV 132 KV 33 KV |
| (b) Highest system voltage : | 420 KV 245 KV 145 KV 36 KV |
| (c) Frequency : | 50 Hz. |
| (d) Number of phases : | Three |
| (e) Earthing : | Effectively earthed |
| (f) Basic insulation level (KV Peak) : | 1425 950 550 170 |

- 2.3. CODES AND STANDARDS:**

All standard specification and codes of practice referred to herein shall be the latest editions including all applicable official amendments and revisions as on date of opening of bid. In case of conflict between this specification and those (IS codes, standard etc.) referred to herein, the former shall prevail. All the cables shall conform to the requirement of the following standards and codes.

IS 1554 Part-I	PVC insulated (Heavy Duty) electric cables for working
----------------	--

	Voltage & including 1100 volts.
IS 3961 Part-II	Recommended current ratings for PVC insulated and PVC Sheathed heavy duty cables.
IS 3075	Mild steel wires, strings & tapes for armouring of cables
IS 4905	Methods of random sampling
IS 5831	PVC insulation and sheath of electric cables
IS 8130	Conductors for insulated electric cables and flexible cards
IS 10418	Wooden drums of electric cables
IS 10810	Methods of tests for cables
ASTMD 2863	Standard method for measuring the min. oxygen concentration to support cable like combustion of plastic
ASTMD 2843	Standard test method for density of smoke from the burning of decomposition of plastics.
IEC 754-1	Test of gases evolved during combustion of electric cables

3. GENERAL TECHNICAL REQUIREMENTS:

The cables shall be suitable for laying on racks, in ducts, trenches, conduits and underground buried installation with chances of flooding by water. Cables shall be designed to withstand mechanical, electrical and thermal stresses developed under steady state and transient operating conditions as specified elsewhere in this specification.

3.1 COPPER CONTROL CABLES:

Copper control cables shall be of 1.1 KV grade, multi-core, PVC insulated, PVC inner sheathed, unarmoured, PVC outer sheathed of multi strand copper conductor conforming to IS 1554 Part-I.

3.2 CONDUCTOR:

The conductor shall be made from high conductivity copper rods complying with IS 613-1964. The conductor shall consist of multi strand, circular, class-II annealed copper wires complying with IS 8130-1984. **No joints shall be made in the finished solid conductor.**

3.3 INSULATION:

The conductor shall be provided with general purpose type A PVC insulation applied by extrusion in accordance with IS 5831-1984. The average thickness of insulation shall be in accordance with the IS 1554 (Part-I) 1988.

The insulation shall be so applied that it fits closely on the conductor and shall be possible to remove it without damages to the conductor.

3.4 CORE IDENTIFICATION:

Cores of the cables of up to 5 cores shall be identified by colouring of insulation. Following colour schemes shall be adopted.

- | | | | |
|-----|------------------|---|---|
| (a) | 1 Core | - | Red, Black, Yellow or Blue |
| (b) | 2 Core | - | Red and Black |
| (c) | 3 Core | - | Red, Yellow and Blue |
| (d) | 4 Cores | - | Red, Yellow, Black and Blue |
| (e) | 5 Cores | - | Red, Yellow, Blue, Black and Grey |
| (f) | 6 Cores & above- | | The core shall be numbered. The insulation of all cores shall be grey coloured and numbered sequentially starting with 1 for the inner layer. The numbers shall be printed on the outer surface of the core in numeral. All the |

number shall be printed in same colour which shall be in contrast with the colour of insulation.

3.5. LAYING UP OF CORES:

In multi-core cables, the cores shall be laid up together with a suitable lay, the outer most layers shall have right-hand lay and successive layer shall be laid with opposite lay, where necessary, the interstices shall be filled with non hygroscopic materials.

3.6 INNER SHEATH:

The laid up cores shall be provided with inner sheath applied by extrusion. It shall be ensured that the shape shall be as circular as possible.

3.7 FILLER AND INNER SHEATH:

The filler and inner sheath shall be of the following:

- a. Unvulcanised rubber, or
- b. Thermoplastic materials, or
- c. Proofed tape (for inner sheath only).

Unvulcanised rubber or thermoplastic material used shall not be harder than PVC used for insulation and for outer sheath, the material shall be chosen to be compatible with the temperature ratings of the cable and shall have no deleterious effect on any other component of the cable. The laid up cores shall be provided with inner sheath applied either by extrusion or by wrapping. It shall be ensured that the shape is as circular as possible. The inner sheath shall be so applied that it fits closely on the laid up cores and it shall be possible to remove it without damage to the insulation.

The thickness of the inner sheath shall as per table 4 of IS-1554 (Part-1) 1988 with latest amendments. The thickness of binder tapes over laid up cores shall not be construed as part of inner sheath.

3.9 OUTER SHEATH:

The outer sheath shall be of type ST-I PVC compound conforming to the requirements of IS: 5831-1984 with latest amendment. The outer sheath shall be applied by extrusion. It shall be applied over the inner sheath of unarmoured multi-core cables.

The outer sheath shall be so applied that it fits closely over insulation inner sheath. It shall be possible to remove it without damage to the insulation/inner sheath. The colour of the outer sheath shall be black. It shall be ensured that the shape shall be as circular as possible.

The average thickness of outer sheath insulation for unarmoured cable shall be not less than the nominal value specified under col. 3 of table (7) of IS:1554 part-I and smallest of measured values shall not be less than the minimum value specified in column 4 of this table. The minimum thickness of PVC outer sheath of armoured cables shall not fall below the nominal value (ts) specified in table 7 of IS:1554 (part I) by $0.2 \text{ mm} \pm 0.2 \text{ ts}$.

In addition to manufacturer's identification of cable as per IS, following marking shall also be embossed over outer sheath.

- a. ISI marked with Registration No.
- b. Cable size and voltage grade
- c. Word "CSPTCL" and name of the manufacturer at every meter length.

The embossing shall be impressive automatic in line and marking shall be legible and indelible.

Allowable tolerance on the overall diameter of the cable shall be + 2 mm maximum over the declared value in the technical data sheets (Schedule-B of G.T.P.)

In plant repairs to the cable shall not be acceptable.

4. **PRINCIPAL PARAMETERS:** - The cable should confirm to the following principal parameters.

1	Standard applicable	IS:1554 (Part-I)-1998 with latest amendments	
2	Rated Voltage	1100 Volts	
3	Suitable for earthed or unearthed system	Both	
4	Permissible voltage & frequency variation for satisfactory operation. a. Voltage b. Frequency	10% higher than the rated voltage at power frequency 50 Hz	
5	Continuous current rating (P/C) when laid in air in an ambient temp. 50 Deg. C and for maximum conductor temp. 70 Deg. C.	As per IS:3961 (part-II) 1967 table 1 to 5	
6	Rating factor for the following shall be indicated. a. Variation in ambient temp.(for cables laid direct in Air) b. Variation in ground temp. (for cables laid direct in ground)	Air/ground temp. °C 25 30 35 40 45 1.25 1.16 1.09 1.00 0.90 15 20 25 30 35 40 45 1.17 1.12 1.06 1.00 0.94 0.87 0.79 (As per IS:3961 part-II)	
7	Depth of laying for cables laid directly in the ground.	750 mm rating factor 1.00	
8	Rating factor for variation in thermal resistivity of the soil	Soil thermal resistivity in °C (cm/w) 100 120 150 200 250 300 1.10 1.05 1.00 0.92 0.86 0.81	
9	Current carrying capacity		
	(a) Short circuit Amp. (RMS)	For 2.5 sqmm. -287 Amp. For 4.0 sqmm. –As per IS.	
	(b) Duration of short circuit	For one second	
	(c) Conductor temperature allowed for short circuit duty (0 Deg, Centigrade)	160 °C	
10.	Conductor		
	a. Material	Annealed Copper Class-II	
	b. Normal cross sectional area	2.5 Sq mm .The cross section shall be uniform & in any case shall not be less than 2.5 Sqmm	4 Sq mm .The cross section shall be uniform & in any case shall not be less than 4 Sqmm

	c. Number of strands	Please furnish
	d. Diameter of strands	Please furnish
11	Insulation:	
	a. Composition of insulation	Type-A: PVC (general purpose) IS 5831-1984
	b. Thickness of insulation	0.9mm for 2.5 sqmm , 1.00 mm for 4 sq mm
	c. Tolerance on thickness of insulation	0.1mm + 0.1 t1 (nominal thickness)
	d. Approximate diameter of sheath	As per IS
	e. Specific insulation resistance at 60 deg. Centigrade	
	f. Received from (Supplier's name)	
12.	Colour scheme for identification	As per IS & clause 3.4
13.	Inner sheath	
	a. Material	Unvulcanised Rubber/Thermoplastic material/proofed tape
	b. Thickness of inner sheath	As per table 4 of IS:1554 part-I
	c. Tolerance of thickness of inner sheath	
14.	Outer sheath:	
	a. Material	Type ST 1 PVC compound as per IS5831-1984.
	b. Calculated diameter over the inner sheath	
	c. Thickness of the outer sheath	As per table 7 column 3 of IS:1554 Part-I for unarmoured
	d. Tolerance of thickness of outer sheath	As per column 4 of table 7 for unarmoured
15.	Conductor resistance at 20deg. Centigrade per Km.	7.41 Ohm/Km. max. For 2.5 sq.mm. 4.61 for Ohm/Km. max. For 4 sqmm.
16.	Capacitance at 50 Hz per Km.	1.19 Mfds/Km
17.	Insulation resistance at 20 deg. Centigrade per Km. or volume resistivity at 27 deg. Centigrade and 90 deg. Centigrade.	As per IS:5831 table 1
18.	Conductor temperature corresponding to maximum continuous current	70 ⁰ C
19.	Test Voltage	
	a. High voltage test	AC 3 KV (rms) or DC 7.2 KV for five minutes at room temp.
	b. After immersion test voltage	3 KV (rms) raised to 6 KV (rms) within 10 sec. For 5 minutes at temp. 60±3oC & 1.2 KV D.C. for 240 hours.
20.	Recommended minimum installation radius	
21.	Safe pulling force when pulled by pulling	50 N/mm ²

	eye	
22.	Armour resistance	As per table 6 of IS: 1554 part-I.

5. TESTS:

All types and sizes of cable being supplied shall be subjected to type tests, routine tests and acceptance tests as specified below and according to relevant standard.

5.1 TYPE TESTS:

It is essential to furnish all the type test reports for each type and size of cable as stipulated in latest version of IS-1554 (part-I) along with the offer. The type test shall be conducted in Govt. /Govt. approved testing Laboratories. Type test reports which are older than 5 years shall not be acceptable. Following shall constitute type tests:

A. For conductor:

1. Annealing test For copper conductor
2. Conductor Resistance

B. For PVC insulation:

3. Test for thickness of insulation and sheath.
4. Tensile strength and elongation test at break of insulation and sheath.
5. Ageing in air oven.
6. Loss of mass in air oven For PVC insulation & PVC sheath only
7. Hot deformation test -do-
8. Heat shock test -do-
9. Shrinkage test -do-
10. Cold bend/cold impact test For PVC insulation & PVC outer sheath.
11. Colour fastness of water & day light exposures -do-
12. Thermal stability test -do-

C. For Complete Control Cable:

13. Insulation resistance test
14. High voltage test (Water immersion test)
15. High voltage test at room temp
16. Flammability test

5.2 ACCEPTANCE TEST:

Acceptance test shall be carried out on each type and size of cables on cable drums selected at random as per following:

Sl.No.	Number of drums in the tests	No. of drums to be taken as samples
a	Up to 50	2
b	From 51 to 100	5
b	From 101 to 300	13
d	From 301 to 500	20
e	Above 501	32

The following shall constitute acceptance tests:

1. Annealing test for copper conductor
2. Conductor Resistance
3. Test for thickness of insulation and sheath
4. Tensile strength and elongation at break of insulation and sheath
5. Insulation resistance test
6. High voltage test at room temp

5.3 ROUTINE TESTS:

Routing test shall be carried out for each drum of cables of all types and sizes. Following shall constitute routine tests:

- i) Conductor resistance test
- ii) High voltage test

5.4 CABLE DRUM:

Cables shall be supplied in non returnable wooden drums or steel drums of heavy construction. The surface of the drum and outer most cable layer shall be covered with water proof layer. Both the ends of the cables shall be properly sealed with heat shrinkable PVC or rubber capes, secured by 'U' nails so as to eliminate ingress of water during transportation, storage and erection. Wooden preservative antitermite shall be applied to the entire drums. Wooden drums shall comply with IS – 10418.

Each drum shall carry manufacturer's name, purchaser's name, address and contract number, item number and type, size, length of cable and net and gross weight stenciled on both sides of the drum. A tag containing same information shall be attached to the loading end of the cable. An arrow and suitable accompanying wording shall be marked on one end of the reel indicating the direction in which it should be rotated.

The standard drum length for control cable shall be 500 meters. The length per drum shall be subjected to maximum tolerance of $\pm 5\%$ of the standards drum length. Before packing the cables on the drum, the contractor shall obtain owner's approval for the drum length. The CSPTCL shall have option to reject cable drums with shorter length. For each size, tolerance on total quantity, on adding all the supplied drums length shall not vary $\pm 2\%$.

SCHEDULE-I
SCHEDULE OF PRICE AND QUANTITY

S. No	Particular	Qty in Km	Unit Ex-works price including packing & forwarding in Rs.	Unit Freight charges in Rs	GST % on Exworks + freight	Unit F.O.R. destn. price including GST, freight (4+5+6) in Rs.
1	2	3	4	5	6	7
(1)	ISI Marked Annealed high conductivity stranded Copper conductor PVC insulated, individual core, laid up, colour coded, inner sheathed and over all PVC outer sheathed voltage grade 1100 Volts as per IS:1554 Part-I with latest amendments.					
	UNARMOURED					
i	2 Core x 2.5 sqmm	10.95				
iii	4 Core x 4 sqmm	2.00				
iv	4 Core x 2.5 sqmm	21.3				
v	8 Core x 2.5 sqmm	20.4				
vi	12 Core x 2.5 sqmm	18.9				
vii	19 Core x 2.5 sqmm	24.9				

- Note: (1). The quoted prices in case of copper control cable should be variable as per price variation formula of IEEMA with base indices as issued by IEEMA one month prior to the due date of opening of tender. The PV formula is indicated in annexure-I enclosed with the tender.
- (2). Only statutory variation shall be paid within contractual delivery period.
- (3). The unpriced copy of above schedule is to be submitted alongwith TC bid.
- (4). **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 OF
PVC INSULATED UNARMOURED COPPER CONTROL CABLES

1	Name of manufacturer	
2	Country of manufacturer	
3	Standard applicable	
4	Rated Voltage	
5	Suitable for earthed or unearthed system	
6	Permissible voltage & frequency variation for satisfactory operation.	
	a. Voltage	
	b. Frequency	
7	Continuous current rating when laid in air in an ambient temp. 50 Deg. C and for maximum conductor temp. 70 Deg. C.	
8	Rating factor for the following shall be indicated.	
	a. Variation in ambient temp.(for cables laid direct in Air from deg. C in steps of deg. C)	
	b. Variation in ground temp. (for cables laid direct in ground from deg. C in steps of deg. C)	
09	Depth of laying for cables laid directly in this round.	
10	Rating factor for variation in thermal resistivity of the soil	
11.	Current carrying capacity:	
	(a) Short circuit Amp. (RMS)	
	(b) Duration of short circuit	
	(c) Conductor temperature allowed for short circuit duty (70 Deg, Centigrade)	
12	Loss tangent at normal frequency	
13.	Dielectric constant at normal frequency	
14	Conductor:	
	a. Material	
	b. Normal cross sectional area	
	c. Number and diameter of wires	
	d. Received from (Supplier's name)	

15	Insulation:	
	a. Composition of insulation	
	b. Thickness of insulation	
	c. Tolerance on thickness of insulation	
	d. Approximate diameter of sheath	
	e. Specific insulation resistance at 60 deg. Centigrade	
	f. Received from (Supplier's name)	
16.	Colour scheme for identification	
17.	Inner sheath	
	a. Material	
	b. Extruded or wrapped	
	c. Calculated diameter over the standard cores	
	d. Thickness of inner sheath	
	e. Tolerance of thickness of inner sheath	
	f. Received from (Supplier's name)	
18	Armouring (in case of armoured):	NA
	a. Material	
	b. type (GI round wire/strip)	
	c. Dimension of wire/strip)	
19.	Outer sheath:	
	a. Material	
	b. Calculated diameter over the inner sheath	
	c. Thickness of the outer sheath	
	d. Tolerance of thickness of outer sheath	
	e. Received from (Supplier's name)	
20.	Overall diameter of cable over the outer sheath	
21.	Net weight of cable (Kg./Km.)	
22	Conductor resistance at 20° Cen. per Km.	
23.	Reactance at 50 Hz per Km.	
24.	Capacitance at 50 Hz per Km.	
25.	Insulation resistance at in M ohm Km. i) at 27 deg ii) at maximum operating temperature	

26	volume resistivity in ohm-Cm i) at 27 deg ii) at maximum operating temperature	
27.	Conductor temperature corresponding to maximum continuous current	
28.	De-rating factor for using with a. Class Q cartridge using b .Class Q semi enclosed fuse	
29.	Test Voltage a. High voltage test b. After immersion test voltage	
30.	Recommended minimum installation radius	
31.	Safe pulling force when pulled by pulling eye	
32	Cable drum	
	a. The dimension of the cable drum	
	b. The approximate weight of the drum	
	c. Maximum length per drum for each size of cable	

NOTE: While furnishing the technical particulars in the above desired form, the bidders shall have to furnish the specific details/figures instead of saying “As per ISS”. This is very important.

Signature of Bidder

Name :

Designation :

Seal :

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

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

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

Signature of Bidder**Name** :**Company** :

SCHEDULE- IV**Name of the manufacturer, place of manufacturer, testing and inspection.**

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

Signature of Bidder**Name :****Company :**

SCHEDULE-V
COMMERCIAL INFORMATION

Strike-off, whichever is not applicable

1.i)	Whether the tender document purchased from this office or downloaded?	Yes/No
ii)	If down loaded, whether tender cost furnished? Details of MICR DD for tender cost	Yes/No
iii)	Earnest Money details	
iv)	Earnest Money details & GST Number & registration certificate	Bank draft/ Banker's cheque/ Cash with Manager (RAO: HQ), CSPTCL, Raipur. GST Number & Registration certificate Enclosed
v)	If exempted, state whether bidder is	SSI Unit of CG / Small scale unit registered with NSIC/ Fully owned State Central Govt. Unit.
vi)	Reference of documentary evidence regarding exemption enclosed	Yes /No
2.	Whether the offer is valid for 180 days from the date of opening of commercial /technical bid	Yes /No (If no, state validity period)
3.(A)	State whether the quoted prices are variable as per IEEMA PV formula as per Annexure-I with base indices issued by IEEMA one month prior to due date of opening	Yes /No
(B)	Whether agreeable to clause 4.3.1 (iii) . The bidder shall submit price adjustment invoices for supplies positively within three months from date of supply whether positive or negative. However, price variation bills submitted after 6 months from the date of supply will not be entertained, but negative variation will be recoverable. The invoices should be supported with calculation of price variation along with documentary evidence of applicable indices. If price adjustment works out to be positive, the same is payable to bidder by CSPTCL and if it works out to be negative, the same shall be recovered from the bidder.	Yes /No
4. a	Rate of GST(goods and service tax)	
4.b	Whether you agree to clause regarding variation in the rates of GST	Yes /No
5.	PAYMENT TERMS:- Whether CSPTCL's terms of payment is acceptable to the bidder.	Yes /No
6.	DELIVERY PERIOD:- Whether CSPTCL's terms of delivery clause is acceptable to the bidder.	Yes /No
7.	PENALTY CLAUSE Whether agreeable to CSPTCL's Penalty clause	Yes /No

8.	GUARANTEE PERIOD :- Whether agreed to CSPTCL's guarantee period of 30 months from supply	Yes /No
9.a	SECURITY DEPOSIT Whether agreeable to furnish CSPTCL's Standard security deposit @ 10% of value of order for satisfactory execution of the order and to cover guarantee period	Yes /No
9.b	If not, indicate deviation specifically	
10.	EXTENSION ORDER:- Whether you are agreeable to accept extension order for 50% of qty. of each size/type of material on the same rates, terms & condition if any extension order is placed within 6 months from the date of placement of detailed order.	Yes /No
11.	Please mention whether rates offered are applicable for part quantities.	Yes /No
12.	Mention Turn over of the firm for last three years (Enclose balance sheets in support)	
(a)	2014-15	
(b)	2015-16	
(c)	2016-17	
(d)	2017-18	
(e)	2018-19	
13.	Year of start of manufacture of offered equipment/ material.	
14.	Please confirm whether you have a valid ISI certificate for the offered material. Also quote reference No. & date up to which the certificate is valid.	
15.	Whether C.A. audited <i>self attested copy</i> of net worth for the last three financial years is submitted.	
16	Whether submitted <i>self attested copy</i> attested copy of undertaking duly certified by CA stating that a) All interest payment obligations on outstanding debentures have been discharged and no such payment as on 31.03.2020 is/was outstanding / overdue. b) Company is presently not in default in repayment of bank loan and has not been taken up for CDR/SD.	Yes/ No
17	Whether submitted Pre – contract Integrity pact	Yes/ No

Place:-
Date

SIGNATURE OF BIDDER
NAME IN FULL & COMPANY'S SEAL

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

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

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

Sl. No.	Description & clause no. of the specification and page no.	Stipulation in specification	Deviation offered	Remarks regarding justification on the deviation

Dated

Name and seal of the tendering
Company.

Place

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

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

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

Sl. No.	Description & clause no. of the specification and page No.	Stipulation in specification	Deviation offered	Remarks regarding justification on the deviations

Dated

Name and seal of the tendering
Company.**NOTE: - Scanned copy of this schedule is to be uploaded in e-bidding portal:-**

SCHEDULE-VII**GENERAL INFORMATION**

The bidder shall furnish general information in the following format:

1. Name of the firm
2. Head office address
3. Works address
4. Contact person
5. Mobile No of Contact person
6. Telephone no. office
7. Telephone No. residence
8. Fax No.
9. Email ID
10. PF/ESIC Registration number

Date

Name & seal of the tendering company

* * * * *

ANNEXURE -I

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 132 dr. a. b. road, worli, f 91 22 2493 2705
 mumbai 400 018 e mumbai@ieema.org
 india w www.ieema.org

IEEMA (PVC)/CABLE/2007**Effective from: 1st January 2007****Material Price Variation Clause For PVC And XLPE Insulated Cables**

The Price quoted/confirmed is based on the input cost of raw materials/components as on the date of quotation, and the same is deemed to be related to the prices of raw materials as specified in the price variation clause given below. In case of any variation in these prices, the price payable shall be subject to adjustment up or down in accordance with the formulae provided in this document.

Terms used in price variation formulae:

P Price payable as adjusted in accordance with above appropriate formula (in Rs/Km)

Po Price quoted/confirmed (in Rs/Km)

ALUMINIUM

AIF Variation factor for aluminium

AI Price of EC grade aluminium rods (Properzi rods). This price is as applicable of first working day of the month, one month prior to the date of delivery.

Alo Price of EC grade aluminium rods (properzi rods). This price is as applicable on first working day of the month, one month prior to the date of tendering.

COPPER

CuF Variation factor for copper

Cu Price of CC copper rods. This price is as applicable on first working day of the month, one month prior to the date of delivery.

Cuo Price of CC copper rods. This price is as applicable on first working day of the month, one month prior to the date of tendering.

PVC COMPOUND/POLYMER

Cc price of PVC compound. This price is as applicable on first working day of the month, one month prior to the date of delivery.

Cco Price of PVC compound. This price is as applicable on first working day of the month, one month prior to the date of tendering.

CCFAI Variation factor for PVC compound/Polymer for aluminum conductor cable.

CCFCu Variation factor for PVC compound/Polymer for copper conductor cable.

IEEMA(PVC)/CABLE/2007/ 1 of 24

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IEEMA (PVC)/CABLE/2007

Effective from: 1st January 2007**STEEL**

FeF	Variation factor for steel
FeW	Variation factor for round wire steel armouring
Fe	Price of Steel Strips/steel wire. This price is as applicable on the first working day of the month, one month prior to the date of delivery.
Feo	Price of steel strips/steel wire. This price is as applicable on first working day of the month, one month prior to the date of tendering.

The above prices and indices are as published by IEEMA vide Circular reference IEEMA(PVC)/CABLE/--/-- prevailing as on 1st working day of the month i.e. one month prior to the date of tendering.

The date of delivery is the date on which the cable is notified as being ready for inspection/dispatch (in the absence of such notification, the date of manufacturer's dispatch note is to be considered as the date of delivery) or the contracted delivery date (including any agreed extension thereto), whichever is earlier.

Notes

- (a) All prices of raw materials are exclusive of modvatable excise/CV duty amount and exclusive of any other central, state or local taxes, octroi, etc.
- (b) All Prices are as on first working day of the month.
- (c) The details of prices are as under:
 - 1 The price of aluminum (in Rs/MT) is the average ex-works price of EC grade aluminium rods quoted by the primary producers confirming to specification IS: 5484
 2. Price of PVC Compound (in Rs/MT) is the ex-works price, as quoted by the manufacturer.
 3. Price of CC copper rods (in Rs/MT) is ex-works price as quoted by the primary producer.
 4. Price of galvanized steel strip / steel wire (in Rs/MT) is ex-works price as quoted by the manufacturer for Round steel Wire and Flat steel strip (the relevant price of steel strip or steel wire is to be selected depending upon the type of armouring of the cable).

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IEEMA (PVC)/CABLE/2007

Effective from: 1st January 2007

Price variation formulae for 'Power Cables'

A. Aluminum conductor PVC insulated 1.1 kV power cables

$$P = P_o + AIF (AL - ALo) + CCFAl (CC - Cco) + FeF (Fe - Feo)$$

For unarmoured multicore cables (without steel armour); FeF = 0

Table References:

ALP	Aluminium conductor in single core unarmoured & multicore cables
P1	Aluminium conductor aluminium armour in single core armoured cables
P2	PVC compound
P3	Steel armour

B. Copper conductor PVC insulated 1.1 kV power cables

$$P = P_o + CuF (Cu - Cuo) + CCFCu (CC - Cco) + Fef (Fe - Feo) + AIF (Al - Alo)$$

For steel armoured cables; AIF = 0 For aluminium armoured cables; FeF = 0
For unarmoured cables; FeF, AIF = 0

Tables References:

CUP	Copper conductor
P2	PVC compound
P3	Steel armour
P4	Aluminium armour

C. Copper conductor PVC insulated 1.1 kV control cables

$$P = P_o + CuF (Cu - Cuo) + CCFCu (CC-Cco) + FeF (Fe-Feo)$$

For unarmoured cables; FeF = 0

Tables References:

CUC	Copper conductor
P5	PVC compound
P6	Steel armour

D. Aluminium Conductor XLPE insulated 1.1 kV power cables

$$P = P_o + AIF (AL - ALo) + CCFAl (CC - Cco) + FeF (Fe - Feo)$$

For unarmoured multicore cables (without steel armour); FeF = 0

Table References:

ALP	Aluminium conductor in single core unarmoured & multicore cables
L1	Aluminium conductor + aluminium armour in single core armoured cables
L2	Polymer
L3	Steel armour

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IEEMA (PVC)/CABLE/2007

Effective from: 1st January 2007**E. Copper conductor XLPE insulated 1.1 kV power cables**

$$P = P_o + CuF (Cu - Cuo) + CCFCu (CC - Cco) + FeF (Fe - Feo) + AIF (AI - Alo)$$

For steel armoured cables; AIF = 0 For aluminium armoured cables; FeF = 0
 For unarmoured cables; FeF, AIF = 0

Table References:

CUP	Copper conductor
L2	Polymer
L3	Steel armour
L4	Aluminium armour

F. Copper Conductor XLPE insulated 1.1 kV control cables

$$P = P_o + CuF (Cu - Cuo) + CCFCu (CC - CCo) + FeF (Fe - Feo)$$

For unarmoured cables; FeF = 0

Table References:

CUC	Copper conductor
L5	Polymer
L6	Steel armour

G. For Aluminium conductor XLPE insulated 3.3 to 33 kV power cables

$$P = P_o + AIF (AI - Alo) + CCFAI (Cc - Cco) + FeF (Fe - Feo)$$

For unarmoured multicore cables (without steel armour); FeF = 0

Table References:

ALP	Aluminium conductor in single core unarmoured & multicore cables
H1	Aluminium conductor + aluminium armour in single core armoured cables
H2	Polymer
H3/H5	Steel armour (Flat/Round)

.I. Copper conductor XLPE Insulated 3.3 to 33 kV power cables

$$P = P_o + CuF (Cu - Cuo) + CCFCu (CC - Cco) + FeF (Fe - Feo) + AIF (AI - Alo)$$

For steel armoured cables; AIF = 0 For aluminium armoured cables; FeF = 0
 For unarmoured cables; FeF, AIF = 0

Table References:

CUP	Copper conductor
H2	Polymer
H3/H5	Steel armour (Flat/Round)
H4	Aluminium armour

Authorized Signatory

IEEMA(PVC)/CABLE/2007/ 4 of 24

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

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

2. OBJECTIVES

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

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

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

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

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same prima facie found to be correct by

the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. **COMMITMENTS OF BIDDERS**

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

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

5. PREVIOUS TRANSGRESSION

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

6. EARNEST MONEY (SECURITY DEPOSIT)

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

7. SANCTIONS FOR VIOLATIONS

- 7.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sum already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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

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

- (xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 7.2. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purpose of this Pact.

8. **INDEPENDENT MONITORS**

- 8.1. The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6. The Monitor will submit a written report to the designated authority of BUYER/Secretary in the department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposal for correcting problematic situations.

9. FACILITATION OF INVESTIGATION

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

10. LAW AND PLACE OF JURISDICTION

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

11. OTHER LEGAL ACTIONS

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

12. VALIDITY

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

BUYER

BIDDER

Name of Officer
Destination Department/PSU

CHIEF EXECUTIVE OFFICER

Witness

Witness

1).....

1).....

2).....

2).....

ANNEXURE – III

PROFORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT

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

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

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

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

This agreement should be validand binding on this bank up to and including claim period upto_____ 20____or for such further period as may here under be mutually fixed from time to time in writing by the Chhattisgarh State Transmission Company Ltd. and the contractor shall not be terminable by notice or any change in the constitution of the aforesaid bank or the firm of Contractors or by any others reasons whatsoever and the Banker’s liability hereunder shall not be impaired or discharged by any extension of time or variations or alteration made, given conceded or agreed to with or without the Bank knowledge or consent by or between the Chhattisgarh State Transmission Company Ltd. and contractor in the existing and / or further tenders and / or contracts.

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

The liability under this guarantee is restricted to Rs..... (in words)only. This guarantee shall remain in force until dtd....., unless a demand to enforce a claim under the guarantee is made by CSPTCL to the Bank upto dtd..... the rights of the CSPTCL under this guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities there under.

WITNESSES:-

SIGNATURE

- 1.
- 2.

Authorized Signatories of Bank
Signed. _____
for _____ Bank