

**CHHATTISGARH STATE POWER TRANSMISSION COMPANY LIMITED**  
छत्तीसगढ़ राज्य विद्युत पारेषण कम्पनी मर्यादित  
(C.G. Govt. Undertaking) (छत्तीसगढ़ शासन का एक उपक्रम)  
**STATE LOAD DESPATCH CENTRE: RAIPUR**  
छत्तीसगढ़ राज्य भार प्रेषण केन्द्र, रायपुर  
दूरभाष PHONE: 0771-2574172, फ़ैक्स FAX NO. 0771-2574174.  
Web Site: [sldccg.com](http://sldccg.com) [email-csebsldc@sldccg.com](mailto:email-csebsldc@sldccg.com)

TENDER SPECIFICATION NO. 03-02/SLDC/LT-

Last date for purchase- 22 .03.2017 Upto 15.00 HRS

**DATE OF OPENING – 23.03.2017 AT 15.30 HRS**

Tender for Outsourcing of Line Attendent Gr-II & Operators and Peons  
for back up SLDC, CSPTCL Khedamara

**Issued to**

M/s -----  
-----  
-----

On payment of -----  
-----

**TENDER COST:**

Rs. 500/- in shape of cash/D.D.  
D.D. will be in favour of  
Manager (RAO-HQ), CSPTCL, Raipur.

Note(1) This form must be returned at the time of  
Submitting the tender.  
(2) contains 24 pages

**Executive Engineer  
O/o Chief Engineer (LD)  
CSPTCL, RAIPUR**

**Signature of the Tenderer**



CHHATTISGARH STATE POWER TRANSMISSION COMPANY LIMITED  
छत्तीसगढ़ राज्य विद्युत पारेषण कम्पनी मर्यादित  
(C.G. Govt. Undertaking) (छत्तीसगढ़ शासन का एक उपक्रम)

CIN - U40108CT2003SGC015820

CHHATTISGARH STATE LOAD DESPATCH CENTRE: RAIPUR  
छत्तीसगढ़ राज्य भार प्रेषण केन्द्र, रायपुर

दूरभाष PHONE: 0771- 2574172,  
Web Site: www.sldccg.com  
Ref: 03-02/SLDC/

फैक्स FAX NO. 0771-2574174.  
email-csebsldc@sldccg.com

Raipur Dated:

**Notice Inviting Tender (NIT)**

**Tender for Outsourcing of Line Attendant Gr-II, Computer Operators and Peon for at  
Khedamara Backup SLDC.**

No. 03-02/SLDC/LT-103/

Raipur, dtd.

**NOTICE INVITING TENDER**

**Sealed tenders are invited for Outsourcing of Line Attendant Gr-II, Computer Operators and  
Peons for Backup SLDC at Khedamara as given hereunder: -**

<u>S. No.</u>	<u>Particulars</u>	<u>Quantity</u>	<u>Cost of Tender Document</u>	<u>Earnest Money</u>	<u>Last date/ time for submission of tender</u>	<u>Time for Supply</u>
1.	<b>Line Attendant Gr-II</b>	01 No.	Rs. 500/-	Rs. 5300/-	<u>23.03.2017 at 15.00 Hrs.</u>	<u>Immediately</u>
2.	<b>Computer Operator</b>	01 No.				
3	<b>Peon</b>	02 Nos.				

**Terms & Conditions: -**

Tender documents (Tender form, terms and conditions etc.) can be purchased on payment of Rs. 500/- (Rs. Five hundred only) by Demand Draft (Payable to **Manager (RAO-HQ), CSPTCL, Raipur** - Non-refundable) from the office of the undersigned on or before 22.03.2017 up to 17:00 Hrs. Postal charges worth Rs. 100/- (Rs. One hundred only) should also be sent in advance by D.D. by those tenderers who desire to obtain the tender documents by Registered Post. However CSPTCL is not responsible for any postal delay.

*Tender documents can also be downloaded from Companies website i.e. [http://cspc.co.in/cspcl/tender/tendernotices/Tender\\_CSPTCL.htm](http://cspc.co.in/cspcl/tender/tendernotices/Tender_CSPTCL.htm) and SLDC website i.e. [sldccg.com](http://sldccg.com) in this case bidder has to deposit cost of Tender form (Non-refundable) i.e. Rs.500/- (Rs. Five hundred only) in the form of Demand Draft, Payable to **Manager (RAO-HQ), CSPTCL, Danganiya, Raipur** along with tender document through separate DD at the time of submission of tender document.*

The firms must be registered in the any office of CSPTransCL Raipur with proper validity period as per the Company's rules. Any Corrigendum in respect of the tender document shall be displayed on the website only.

The duly filled tenders document along with Earnest Money of **Rs. 5300/- (Rs. Five thousand Three Hundred only)** in the form of Demand Draft (Payable to **Manager (RAO-HQ), CSPTCL, Raipur**) should be dropped in the tender box of the respective tender up to **15.00 Hrs** on the due date. Earnest Money in any other form will not be acceptable. In case of tenders sent through post/courier, it will be responsibility of the bidder to drop/get dropped the tender in the respective tender box. No receipt of tender shall be issued in any case. Tender will be opened on the same day at **15:30 Hrs.** in the presence of those tenderers who may choose to be present.

In case a holiday is declared by the Government on the above scheduled date, the last date for submission and opening of tender will automatically be deemed to be transferred on the next working day. No offer will be accepted without Earnest Money and will be summarily rejected. Details of money receipt of deposit of earnest money are mentioned in corner of the tender envelope.

Contractor has to follow Minimum Wage Act 1948 and has to pay mandatory payments to the Line Attendant Gr-II ,Computer Operators and Peons i.e. EPF, ESIC, Bonus, weekly off. All payments to the Line Attendant Gr-II ,Computer Operators and Peons should be made through the cheque/Electronic Payment only.

The Chief Engineer (LD), CSPTransCL, Raipur reserves the right to reject any or all the tenders partly or fully without assigning any reasons what-so-ever.

**Chief Engineer (LD)  
CSPTransCL: Raipur**

Copy to:-

- 1/ Notice Board
- 2/ Website ([www.cspc.co.in](http://www.cspc.co.in)) / sldccg.com

**Signature of the Tenderer**

## Section-I

### GENERAL TERMS AND CONDITIONS OF TENDER

- 1 Sealed offers are invited from the interested parties for engagement of Line Attendant Gr-II ,computer Operators and Peons as per schedule-III of The Chief Engineer (LD), State Load Despatch Centre, Chhattisgarh State Power Transmission Co. Ltd., Dangania, Raipur.
- 2 Offer must be submitted in sealed envelope, addressed to the **Chief Engineer (LD), SLDC, CSPTCL Raipur**, with the name of work, due date of opening and the name of the tenderer superscribed on the cover/envelop.
- 3 Only one offer from one firm of contractors will be accepted. If more than one offer is found. CSPTCL will have right to reject any or all offer(S) without assigning any reason and EMD may be forfeited.
- 4 Tenderers are required to furnish an Earnest Money amounting to **Rs. 5300/- (Rs. Five thousand Three Hundred)** only in the form Demand Draft/Local Bankers cheque in favour of **The Manager (RAO-HQ), CSPTCL, Raipur** drawn on the Nationalized Scheduled Bank (Cheque will not be accepted). No interest shall be paid on the Earnest Money. The Tender will be open on the same day at 15.30 Hrs.

#### 5 SUBMISSION OF OFFER:

The Bidders should submit their bids in four envelopes as under:-

- i) The tenders shall be submitted in the office of **Chief Engineer (LD), SLDC, CSPTCL Raipur** on or before /03/2017 **Up to 15.00 Hrs** only and will be opened on the same day at 15.30 Hrs. Tender offers received without proper Earnest Money will not be considered.
- ii) Demand Draft 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 along with Integrity Pact is to be placed inside **envelope-II**.
- iv) Price bid in Duplicate, complete in all respect as per the price schedule of the tender is to be placed inside **envelope-III**. Any discount offered should be inside price bid **envelope-III** only. **No discount offer shall be considered which is pasted or stapled / enclosed outside the price bid envelope for the purpose of evaluation and comparative statement.**
- v) Further, each of the envelope (envelope-I, II & III) shall be superscribed with the name of work, tender specification number, due date of opening, name and address of tenderer and shall be addressed to **“THE Chief Engineer (LD), SLDC, CSPTCL, RAIPUR”**.
- vi) All above three envelopes shall be kept in a big size **envelope-IV** and it should be addressed to **“Chief Engineer (LD), SLDC, CSPTCL, SLDC Building, Dangania, Raipur”**. This envelope should be sealed and superscribed properly, stating that it contains tender in three separate parts, along with tender specification number, due date of opening, details of EMD, name and complete address of the tenderer with phone &

**Signature of the Tenderer**

mobile numbers for contact.

vii) Further, the **Second Envelope** should be superscribed as “Technical & Commercial Bid” for Tender Specification No. 03-02/CE/LD/LT- Raipur, Dated .02.2017 ” along with due date of opening, and name of firm with address, telephone/mobile numbers for contact and addressed to “**Chief Engineer (LD), SLDC, CSPTCL, SLDC Building, Dangania, Raipur**”. This envelope must contain all the documents in original issued from this office **except the price bid**. It shall contain: -

- a). Undertaking by tenderer as per **Annexure-I**.
- b). Latest Income Tax clearance certificate.
- c). Past experience details, documents, certificates.
- d). Certificate regarding financial status of the tenderer from nationalised bank.
- e). Copies of Profit & Loss account/Balance sheet for last Three year.
- f). List of technically qualified personnel.

If the firm wishes to enclose any other supporting documents the same must be duly signed / attested on each page and should be kept in **envelope number - 2** only.

- 6 First of all, Envelop-I will be opened, tender cost (if tender downloaded) and Earnest Money will be verified. If this is found in order, then only second part of the tender i.e. technical & commercial bid of tender will be opened.
- 7 The Earnest Money will be refunded to unsuccessful renderers within the reasonable time. The Earnest Money deposited by the successful renderer may be adjusted in the security deposit for the due fulfillment of the contract after intimation or the acceptance of his tender.
- 8 This forfeiture shall be without prejudice to the right of the Company to recover further damages, if any, from the tender.
- 9 7 days of intimation given for the acceptance of the tender ,the successful tenderers shall be required deposit an amount equivalent to 10% (ten percent) of the contract value towards security deposit for the contract period i.e. ONE YEAR (as the case may be) in the form as specified in clause 4 above . If the contractor wishes to adjust E.M.D. deposited by him in the S.D, the same will be allowed. In such case the tenderer has to deposit difference of 10% of contract value and E.M.D deposited. The contractor may request to deduct security deposit in three installment from his first three running bills, if he desires. The work shall commence exactly as per guidelines within 7 days from the date of receipt of the letter of acceptance.
- 10 Tenderers must fill up complete tender from and should submit in original duly signed all pages by the competent person of the firm. the document should be free from over writing .Any tender not bearing the signature in all the documents accompanying the tender shall be liable for rejection.

**Signature of the Tenderer**

- 11 The tenderers shall furnish latest income tax clearance certificate and return filed with the competent authority along with the tender, documents. Alternatively the tenderers shall give valid reasons for his inability to furnish such certificate with documentary proof. The company reserves the right to reject any tender if the income tax clearance certificate or the reasons for the tender's inability to furnish such certificate is not furnished.
- 12 Tenders which do not fulfill all or any of the above conditions or incomplete in any respect are liable to be rejected.
- 13 The submission of the tender by the tenderers implies that he has read and accepted the instructions, the conditions of the contract etc, and has made himself aware of the scope of the work to be done and local conditions and other factors bearing on the execution of the work.
- 14 After acceptance of rates the CSPTCL will not pay any extra charges for any reasons whatsoever even in case the contractor late reports to have misjudged the conditions of the contract.
- 15 Rates shall be quoted both in words & figure in the price schedule enclosed. In case of deviation of rates in figures and words, rates quoted in words shall prevail.
- 16 It shall not be obligatory for the CSPTCL or its officer to accept the lowest tender. The authority for the acceptance of the tender will rest with the CSPTCL, which does not bind itself to assign any reason for declining to consider any particular tender or tenders.
- 17 **VALIDITY:** The tender offer should be valid positively, for acceptance for a period of four months (120 days) from the date of opening; otherwise liable for rejection. Further information required (if any) can be had from the O/o **Chief Engineer (LD), SLDC, CSPTCL Raipur**
- 18 **INTEGRITY PACT:** - The bidder shall have to submit pre-contract integrity pact in the format enclosed as Schedule-VIII on non-judicial stamp paper worth Rs.250/- duly signed by the bidder along with the Techno-Commercial bid. The validity of this integrity pact shall be from the date of its signing and extended up to 2 years or the complete execution of the 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.
- 19 The tender received after the due date and time, shall not be accepted or opened. CSPTCL will not be responsible for postal or courier service delay.
- 20 The Company reserves the right to accept /reject any tender without assigning any reason thereof.
- 21 As per requirement, any time the quantity indicated in schedule –III may increase or decrease by giving one week notice but the quoted rate shall remain firm. The same will be binding on the contractor and will have any claim for the quantity altered.
- 22 These conditions of tender shall form part of the contract and any breach of the terms of this notice shall be deemed to be a breach of the contract.

**Signature of the Tenderer**

23 All matters arising out of or any way connected with this contract shall be deemed to have arisen in Raipur and only the Courts in Raipur shall have the jurisdiction to determine the same.

**Executive Engineer  
O/o Chief Engineer (LD),  
SLDC, CSPTCL, Raipur**

**Signature of the Tenderer**

## SECTION - II

### SPECIAL TERMS & CONDITIONS

**1. PLACE OF WORKS:-** Outsourcing of Line Attendant Gr-II, Computer Operators and Peon for at Khedamara Backup SLDC

**1.(A). QUALIFICATION FOR THE BIDDERS**

(i) The Bidder should have valid labour license for providing of issued by Govt. of C.G.

(ii) The bidder should be registered with E.P.F. Commissioner and have valid EPF registration number.

**(B) QUALIFICATION:-** Line attendant Gr-II – ITI Pass

**(C) COMPUTER OPERATOR:-** should have minimum educational qualification of Higher Secondary School Certificate (10+2) and one year diploma in Data Entry/Programming from recognized institution. Hindi & English typing on computer with a speed of 5000 key depression per hour.

**(D) PEON:-** should have minimum educational qualification of 5<sup>th</sup> class pass.

## **2. DUTIES**

**Line attendant Gr-II:-** Line attendant Gr-II has to assist AE, JE & other technical staff.

**Computer Operator:-** The computer operator's staff has to do data punching work and other computer related work (s) during office hours or as desired by the officer under whom he/she will work. The computer operator should have knowledge of Hindi/English typing and computer operation in MS-Word, Excel, etc, shall also work on computer for analytical work. The operator should maintain the office confidentiality and in case of leakage of any information, the concerned computer operator will be removed immediately and contract may be terminated. Normal office working Hours (I.e. 10.30 AM to 5.30 PM) but he/she will be required to work even in late hours also, if situation requires.

**Peon:-** the peon staff have to do 8 hour duty and other works or as desired by the officer under whom he/she will work.

**3. PERIOD OF CONTRACT:-** (a) One year

(b) Extension :- The contract period may be extended for further period of Six month subject to faithful execution of order on same terms and conditions of original order.

**4. TERMINATION OF CONTRACT:-** The work order /contract can be terminated at any time by either side on giving 30 days notice in advance without assigning any reason whatsoever. In such cases, either party will not be responsible for any loss or compensation to be paid to the other party.

## **5. PAYMENT: -**

5.1 It shall be incumbent upon the contractor to submit the bills with all necessary relevant documents in triplicate at O/o SE (Backup) SLDC, CSPTCL, Khedamara with a copy of

**Signature of the Tenderer**

information to O/o C.E.(SLDC) CSPTCL ,Daganiya, Raipur. The Date of receipt of Bills shall be reckoned from the time when all formalities/documents / supply requirement in respect to the Bills are complete.

5.2 The payment shall be made within the reasonable time for the work actually executed by the contractor through monthly R.A. Bills. The contractor should submit the bills the quadruplicate along with the proof of depositing EPF, ESI and copy of Cheque/Electronic payment slip, attendance duly certified by the officer in- charge or his authorized person to the office of order placing authority for further necessary action and release of payment. No interest on overdue payment shall be made to the contractor under any circumstances. The payment to the deputed staff shall be made through bank only (cheque/electronic payment) proof of which shall also be submitted to O.I.C. along with RA Bills.

[

The payment against the order where in contract period is 1 year or more, monthly R.A, bill shall be released after retaining 13.08% (Thirteen point Zero eight per cent) of amount towards E.S. Insurance and Bonus . However, payment towards head ES Insurance @4.75% and bonus 28.33% totaling to 13.08% (Thirteen point Zero eight per cent) will be made in two installments i.e. September 2015 & March 2016 only on production of documentary evidence towards payment of E.S. Insurance to concerned agency and bonus to computer operator/peon duly authenticated by officer in charge of the work for the contract period of 6 month or less, retention amount will be limited to 4.75% only(i.e. ESI).

5.3 The contractor shall be provided a considerable period of 15 days to complete all the formalities from the time he first produce the bill failing to it the Authority may be free to revoke the contractor security deposit for making payments to the contract staff.

6. **DEFECTS IN WORK:-** In case the Computer Operator/peon engaged for the work is not up to the working level as desired by the concerned officer under whom he/she will be working the same will be informed to the contractor Operator in place of him/her.
7. **OFFICER IN CHARGE:-** EE, O/o SE (Backup) SLDC,CSPTCL, Khedamara or any other office as intimated by this office will be the Officer in charge for the above work.
8. **INCOME TAX :-** Income tax at source as per /Govt. rule will be deducted from the gross amount of each bill for which TDS may be issued once in a financial year from account department on request as per rule.
9. **Service Tax:-** Tenderer shall submit documentary evidence for registration

**Signature of the Tenderer**



regarding service tax with appropriate authority. Reimbursement towards payment of service tax shall be made only after production for authentic documentary evidence by the contractor.

**10. OTHER TAXES / DUTIES:**

Any other taxes or duties imposed by the Central/State Govt. or local body from time to time during currency of the contract shall be borne by the contractor.

**11. Rules and Regulations:-** all relevant Labour Law and Regulations i.e. payment of minimum wages, valid labour licence, EPF , ESI, Service Tax & all the rules applicable as per norms shall be strictly followed by the contractor. In case of violation of law, the contract may be terminated and disciplinary & legal action will be initiated which may include forfeiture of security deposit.

**12. JURISDICTION:**

Any dispute of difference, arising under out of or in connection with this order shall be subject to exclusive jurisdiction of competent court of Raipur (CG) only.

**13. PENALTY:-** Penalty will be imposed for the days of absence of the Computer Operator /Peon. Average rate equal to 1 wages per day per person shall be deducted for each day of absence of the Computer Operator /Peon.

**14. Salary :-**

Salary to deputed staff shall be as per the state govt. norms or as per applicable. The bidder/employer should ensure that the salary must be deposited up to 5th day of the month. Failing which may result in penalty as per CSPTCL/CSPCL rules.

**15. MISCELLANEOUS:**

Any changes due to change in policy announced by the State/Central Govt. will be applicable and shall be binding on the contractor for which no separate charges will be payable.

**16. RATES:-** The contractor must quote his profit (**some profit shall be quoted essentially**)

on the base rate indicated below:-

For Computer Operator (Contract period One year or less):-

sl.no.	Payment head	Rate per month(Rs.)
1	Dialy wages including Variable D.A.	6648.00
2	EPF@ 13.61%	904.79

**Signature of the Tenderer**

3	ES Insurance @ 4.75%	315.78
4	Administrative & Supervision charges @5%	332.4
5	Bonus	292.00
6	The Computer Operators shall be paid @Rs10/-Per day extra, on working days, being "A" Grade Region	240.00
7	Total(Base rate per month)	8733.00

**For Peon (Contract period One year or less)**

sl.no.	Payment head	Rate per month(Rs.)
1	Dialy wages including Variable D.A.	6206.00
2	EPF@13.61%	844.64
3	ES Insurance @ 4.75%	294.79
4	Administrative & Supervision charges @5%	310.3
5	Bonus	292.00
6	The Computer Operators shall be paid @Rs10/-Per day extra, on working days, being "A" Grade Region	240.00
7	Total(Base rate per month)	8188.00

The rates quoted above are based on the prevailing minimum wages declared by the District Collector Raipur at the time of opening of tender including all the Mandatory payment e.g.EPF, Insurance, Leave wages, Bonus, Retrenchment benefit, Administrative and supervision charges etc. However the quoted rate shall be escalated at the time of revision of minimum wages declared by the District Collector, Raipur in the following manner:-

Escalated Price per month per computer Operator =  $R + 1.1836 \times (L2 - L1)$   
(Applicable from the date of revision of minimum labour wages)\

- R = Monthly base rate plus profit quoted by the Bidder for computer operator  
 L1 = Monthly Minimum labour wages for skilled workers declared by Collectors ,Raipur prevailing at the time of opening of tender.  
 L2 = Monthly Minimum labour wages revised for skilled workers declared by Collector ,Raipur.

Escalated Price per month per Peon =  $R + 1.1836 \times (L2 - L1)$

(Applicable from the date of revision of minimum labour wages)

- R = Monthly Base rate plus profit quoted by the Bidder for Peon  
 L1 = Monthly Minimum labour wages for unskilled workers declared by Collectors, Raipur prevailing at the time of opening of tender.  
 L2 = Monthly Minimum labour wages revised for skilled workers declared by Collector, Raipur

**Signature of the Tenderer**

In case, the lowest rate is quoted by more than one firm is equal, then successful bidder among the lowest bidders shall be decided on the basis of lottery. Lottery will be drawn in presence of representatives of the firm. After draw of lottery, any claim shall not be entertained from any of the bidder. A form of undertaking annexed with the tender is to be signed by the tenderer necessarily in this respect.

16. **AGREEMENT:-** On award of contract, the contractor has to enter into an agreement with Company for a period of 1 year on a non judicial stamp paper worth Rs. 300.00(Three Hundred) only. The duty of the stamp paper is to be borne by the contractor. The period of contract may be increased or decreased for which there will no additional compensation payable to the contractor as per Annexure-III.

**17. SECURITY DEPOSIT :-** The successful contractor shall have to provide a revocable bank quarantine of 10% of the contract value (Rounded up to next Rs.10/-) in the form of Bank Draft /FDR/TDR/DCR in favor of Manager RAO(HQ), CSPTCL, Raipur, the contract period with a lodgment period of 6 months. As per annexure-II

**Executive Engineer  
O/o Chief Engineer (LD),  
SLDC, CSPTCL, Raipur**

**Signature of the Tenderer**

**SCHEDULE - III**

**PRICE BID**

Tender Specificatin No.....

Date of Opening.....

Name of work - Providing Computer Operator & Peon for CSPTCL, Raipur

S.No.	Perticulars	Qty. (nos)	Base Rte per month(Rs.)	Contratractor`s profit in Rupees (Figure & word both)	Period
1	Line Attendenrt Gr-II	01 No	8733.00		
2	Computer Operator	01 No	8733.00		
3	Peon	02 Nos	8188.00		

Signature.....

Name of person.....

Signing Document.....

Name of Firm

**Address:-**

A) Office Address.....

with Phone /Fax

B) Head office.....

with Phone /Fax

Name of contractor.....

Person Mobile No.....

**Signature of the Tenderer**

**SCHEDULE - IV**

**DOCUMENTS TO BE SUBMITTED BY TENDERERS**

S.No.	Documents	Photocopies submitted	
		Yes	No
1	Labour License		
2	Employees Provident Fund Registration		
3	E.S.I. Registration		
4	Service Tax Registration Number		
5	Experience certificate		
6	TAN/PAN No		
7	Aadhar No. of Contractor		

Signature of Tenderer

Signature of the Tenderer

**SCHEDULE -V**  
**Schedule of Deviation**

I/we have carefully gone through the requirement of the tender specifications and the general conditions of the contract and I/we have satisfied myself /ourselves and hereby conforms to the requirement of the specification & general conditions of the tender except for the deviations which are given below:-

S.No.	Description & clause no. of the specification & page no.	Stipulated in specification	Deviation offered	Remarks regarding justification of deviation (with document proof)
1	2	3	4	5

Place -

Signature of tenderer.....

Date -

Name (in full) .....

Designation in the firm .....

Seal of the firm.....

**Signature of the Tenderer**

**Annexure-I**  
**UNDERTAKING**

I/We ..... Proprietor/Partner / owner of (name of firm)  
..... hereby undertake that in case lowest rate is quoted by more than  
one firm then I/We shall have no objection in deciding successful bidder among the lowest bidders on the  
basis of lottery. Once the successful bidder is determined through lottery, I/We will honour the same and  
not lodge any claim on any matter in respect of this tender.

<b>Place :</b>	<b>Signature of tenderer .....</b>
<b>Date :</b>	<b>Name (in full) .....</b>
	<b>Status in the firm .....</b>
	<b>Seal of the firm .....</b>

**Signature of the Tenderer**

**Annexure-II**

**PROFORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT**

**(To be executed on non judicial stamp paper worth Rs.250/- and Rs.1/- revenue stamps be affixed on the bank guarantee)**

Bank Guarantee No. \_\_\_\_\_ Dtd. \_\_\_\_\_

In consideration of State Load Despatch Centre, Chhattisgarh State Power Transmission Co. Ltd., Raipur 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 writings from the CSPTCL or any officer authorized by it in this behalf, of any amount up to and not exceeding Rs. \_\_\_\_\_ (In words) Rs. \_\_\_\_\_ to the said Chhattisgarh State Power Transmission Co. Ltd. on behalf of the aforesaid M/s. \_\_\_\_\_ who have tendered and contracted for the supply of materials, equipments or services to the said CSPTCL against order No. \_\_\_\_\_ Dtd. \_\_\_\_\_ for the order value of Rs. \_\_\_\_\_.

This agreement shall be valid and binding on this bank up to and including \_\_\_\_\_ or for such further period as may hereunder be mutually fixed from time to time in writing by the CSPTCL, and the contractor, and shall not be terminable by notice or any change in the constitution of the aforesaid bank or the firm of contractors or by any other reasons whatsoever, and the banker's liability hereunder shall not be impaired or discharged by any extension of time or variation or alteration made, given, conceded or agreed to with or without the bank's knowledge or consent by or between the CSPTCL and the contractors in the existing and/ or further tenders and /or contracts.

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

The liability under this guarantee is restricted to Rs. \_\_\_\_\_ (In words) \_\_\_\_\_ only. This Guarantee shall remain in force until \_\_\_\_\_ Unless a demand to enforce a claim is made under this Bank Guarantee by the CSPTCL to the Bank within six month from the date i.e. up to \_\_\_\_\_ the rights of CSPTCL under this guarantee shall be forfeited and the bank shall be relived and discharged from all liability there under.

Signature

For \_\_\_\_\_

Bank

Witnesses: -

1. \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Address)

2. \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Address)

**Signature of the Tenderer**



ANNEXURE-IV

**PROFORMA OF AGREEMENT- BETWEEN THE CONTRACTOR & THE CSPTransCL TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER WORTH Rs.300=00 REVENUE STAMP OF RS. 1=00 SHOULD BE AFFIXED ON IT)**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2014 between M/s \_\_\_\_\_ being a firm partnership/ proprietor registered under Indian Companies Act. 1956 having its office at \_\_\_\_\_ (herein after called the contractor which expression shall where the context to admit, be deemed to include all and each of partners as included in the deed of partnership jointly & separated and their heirs, executors, administrators and representatives) of the one part and SLDC, CSPTCL, Raipur being the Company constituted under section 133 of the electricity ACT, 2003 (CA36of2003). (Herein after called the CSPTCL, which expression shall where the context so admits, be deemed to include its permitted assigns) of the other part.

Where as in accordance with the tender Notice No. \_\_\_\_\_ issued by the \_\_\_\_\_ CSPTCL, Raipur of the CSPTCL and the contractor has submitted his tender No. \_\_\_\_\_ Dtd. \_\_\_\_\_ and opened on \_\_\_\_\_ for

\_\_\_\_\_ more particularly described, mentioned enumerated or referred to in the general conditions, specifications, schedule, drawings form of tender, covering letters, schedules, of price and further correspondence a copy of each of which is hereto annexed and it for purpose of identification signed by Shri \_\_\_\_\_ on behalf of the contractor and Chief Engineer (LD), SLDC, CSPTCL, Raipur, on behalf of the Transmission Company and all of which shall be deemed to form part of this Agreement or through separately get put herein and are included in the expression "Contractor" herein used (herein after referred to be the paid work).

**And where as the Transmission Company has accepted the tender of the contractor vide order No. \_\_\_\_\_ Dtd. \_\_\_\_\_ for the sum of Rs. \_\_\_\_\_ (Rupees) \_\_\_\_\_) only, on the terms and subject to the conditions herein after mentioned.**

Now therefore, this agreement witness and it is hereby agreed as follows: -  
The contractor shall execute the said work and do perform and carry out all matter incidental and/or ancillary thereto within the time and terms and conditions specified in the contract.

- i) For the fulfillment of the contract, the Transmission Company shall pay to the contractor Rs. \_\_\_\_\_ (Rs.) \_\_\_\_\_) only or such other sum as may become payable in accordance with the contract.

**Signature of the Tenderer**

- ii) In all matters existing under out of or in relations to this agreement, the terms and conditions of the contractor order No. \_\_\_\_\_ Dtd. \_\_\_\_\_ shall apply and such matters shall be determined accordingly.
- iii) The agreement shall be deemed to be entered into at Raipur and all disputes and claims, if any, out of or in respect of this agreement are to be settled at Raipur or to the tribunal only in any competent Court situated at Raipur.

In witness where of the parties hereto have signed this agreement on the date and year mentioned against their respective signature.

**NAME & SIGNATURE OF WITNESS**

i) Signature

Address

**SIGNATURE OF THE CONTRACTOR**

**ADDRESS: -**

ii) Signature

Address

**NAME & SIGNATURE OF WITNESS**

i) Signature

Address

ii) Signature

Address

**CHIEF ENGINEER (LD),  
SLDC, RAIPUR**

**Signature of the Tenderer**

ANNEXURE-V

**PRE-CONTRACT INTEGRITY PACT**

**1. GENERAL**

- 1.1 This pre-bid contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month .....20..., between the CSPTCL acting through Shri.....CE (LD) (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.

**Signature of the Tenderer**

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

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manner without supporting it with full and verifiable facts.

- 4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. **PREVIOUS TRANSGRESSION**

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

6. **EARNEST MONEY (SECURITY DEPOSIT)**

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

7. **SANCTIONS FOR VIOLATIONS**

- 7.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

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- (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

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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.

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

## **8. INDEPENDENT MONITORS**

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

## **9. FACILITATION OF INVESTIGATION**

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

## **10. LAW AND PLACE OF JURISDICTION**

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

## **11. OTHER LEGAL ACTIONS**

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

## **12. VALIDITY**

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

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

13. The parties hereby sign this integrity Pact at .....on.....

**BUYERBIDDER**

Name of Officer  
Destination Department/PSU

**CHIEF EXECUTIVE OFFICER**

Witness

1).....

2).....

Witness

1) .....

2) .....

**Signature of the Tenderer**