



**CHHATTISGARH STATE POWER TRANSMISSION COMPANY LIMITED**

**छत्तीसगढ़ स्टेट पावर ट्रांसमिशन कंपनी लिमिटेड**

**(C.G. Govt. Undertaking) (छत्तीसगढ़ शासन का एक उपक्रम)**

**STATE LOAD DESPATCH CENTRE: RAIPUR (छत्तीसगढ़ राज्य भार प्रेषण केंद्र, रायपुर)**

PHONE (दूरभाष): - 0771-2574172

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CIN - U40108CT2003SGC015820

Web Site: [www.sldceg.com](http://www.sldceg.com)

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**TENDER SPECIFICATION**

**TR - 121**

**For**

**On Site Operation &  
Maintenance of SLDC  
CG Website**

**LAST DATE & TIME OF SUBMISSION OF TENDER:-**

**09/10/2018 (TIME 15:00 HRS.)**

**DUE DATE OF OPENING OF TENDER:-**

**09/10/2018 (TIME 15:30 HRS.)**

**Price: Rs. 1120/-**

**(Basic price=1000/- + GST@12%= 120/-)**

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### **BEFORE SUBMITTING YOUR QUOTATION PLEASE ENSURE**

- 1. That required earnest Money is enclosed. In case of exemption, necessary certificate will be required. In either case, reference of earnest money deposit is to be superscribed on the outermost envelope in details along with due Date.**
- 2. That tender specification Number and Name of work are superscribed on the outermost envelope.**
- 3. That technical specifications are very clear and exact as per our requirement.**
- 4. That "Tender form" duly signed by you, is enclosed.**
- 5. That the "Questionnaire" form duly answered and signed is enclosed. No question should remain unanswered or left blank.**
- 6. That the performance certificate / copies of order executed for similar items/ works to reputed consumers are enclosed.**

# **OFFICE OF THE CHIEF ENGINEER (LD)**

**STATE LOAD DESPATCH CENTRE, C.G. STATE POWER TRANSMISSION COMPANY LTD.**

**(Successor Company of CSEB)**

**NEW SLDC BUILDING, DANGANIA, RAIPUR, PIN – 492013, Ph. - 0771-2574172, FAX – 0771-2574174**

**NO. 03-02/CE/LD/E&M/TR- 121 /1131**

**Raipur, Dated -19-SEP-2018**

## **NOTICE INVITING TENDER**

Sealed tenders are invited from Experienced Website Developer & Service Provider for **One Year On Site Operation & Maintenance of Website and Web UI Based Intranet Services of SLDC CG for the Year 2018-19** at SLDC, CSPTCL, Dangania, Raipur as per the details given below: -

<b>Sl. No.</b>	<b>Tender No.</b>	<b>Particulars</b>	<b>Qty.</b>	<b>Cost of tender doc.</b>	<b>EMD</b>	<b>Due date</b>
1.	<b>TR -121</b>	One year on-site Operation & Maintenance of SLDC Chhattisgarh website including Third Party Services used or required for the smooth function of SLDC CG website, Gmail professional for Works Services for the Corporate, Web UI Based SMS Service, Antivirus Service, Web UI Based Intranet Services etc. along with deployment of 01 no. skilled IT staff during office hours on CSPTCL working days, i.e. 6 days a week as described or referred to in the scope of work.	Lump sum	Rs. 1120/- including GST @12%	Rs. 9000/-	09/10/2018 15:00 hrs

NOTE: -

- In case due date is declared as holiday then the same will be automatically get shifted to next working day.
- The no. of staff mentioned above is, minimum & if required extra staff shall also to be engaged to execute the work.
- All staff members shall have adequate knowledge of website design & development along with configuration / maintenance of associated hardware & software.
- All persons shall carry valid ID card.

## **TERMS AND CONDITIONS**

(i) The tender documents can be obtained from the office of the CE (LD) in person on payment of cost of tender documents in the form of MICR DD only made out in the name of Manager (RAO: HQ), CSPTCL, Raipur accompanied with firm's application on its letter head on any working day one day before the due date. If tender document is required by post, Rs. 100/- is to be paid along with the cost of documents. CSPTCL shall not be responsible for any postal delay regarding receipt / non-receipt of tender documents. Alternatively the tender document can also be downloaded from official website of SLDC CG ([www.sldccg.com](http://www.sldccg.com)) and required tender fee in form of DD in favour of Manager (RAO: HQ), CSPTCL, Raipur payable at Raipur in separate envelope super scribed "DD containing cost of tender document" should also be submitted. The details of DD 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.

(ii) **The documents / certificates copies of past experience for similar type of works shall be submitted with applications for purchase of Tender Form.**

(iii) The tender in the prescribed tender form with Earnest Money of **Rs. 9000/- (Rs. Nine Thousand)** only in the form of Demand Draft payable to **The Manager (RAO-H.Q.), CSPTCL, Raipur** will be acceptable upto 15:00 Hrs. on or before **09/10/2018** and will be opened on the same day at 15:30 Hrs. in the presence of those bidders who may choose to be present. Earnest Money in any other form will not be acceptable. No offer will be accepted without Earnest Money and will be summarily rejected. Details of earnest money shall be mentioned in the corner of the tender envelope.

The duly filled tenders should be dropped in the tender box of the respective tender up to 15.00 Hrs on the due date. 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. The techno-commercial bids shall be opened at 15:30 Hrs on the due date. CSPTCL reserves the right to accept or reject any or all the offers, in part or full without assigning any reason whatsoever.

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

**OFFICE OF THE CHIEF ENGINEER (LD)**  
**STATE LOAD DESPATCH CENTRE, C.G. STATE POWER TRANSMISSION COMPANY LTD.**  
**(Successor Company of CSEB)**  
**NEW SLDC BUILDING, DANGANIA, RAIPUR, PIN – 492013, Ph. - 0771-2574172, FAX – 0771-2574174**

**TENDER FORM**

Tender No. 03-02/CE/LD/E&M/ TR -121/1131,

Dated 19/09/2018

Tender for: -

**One Year On Site Operation & Maintenance of Website and Web UI Based Intranet Services  
of SLDC CG for the Year 2018-19**

**PRICE: - Rs. 1120/- (Rs. One Thousand One Hundred Twenty) only {Non-Refundable}**

Issued to: -

M/s \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sold vide DD No. \_\_\_\_\_ dt. \_\_\_\_\_ drawn on (the bank) \_\_\_\_\_

Branch \_\_\_\_\_ for Rs. 1120/- (Rs. One Thousand One hundred Twenty) only. **(Including GST@12%)**

**NOTE: -**

1. **THIS FORM MUST BE RETURNED AT THE TIME OF SUBMITTING THE TENDER.**
2. **TENDER BOOK CONTAINS 36 PAGES.**

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

The undersigned hereby tender and offer (subject to CSPTCL's conditions of tendering), the Chhattisgarh State Power Transmission Co. Ltd. for **One year on-site Operation & Maintenance of SLDC Chhattisgarh website including Third Party Services used or required for the smooth function of SLDC CG website, Gmail professional for Works Services for the Corporate, Web UI Based SMS Service, Antivirus Service, Web UI Based Intranet Services etc. along with deployment of 01 no. skilled IT staff during office hours on CSPTCL working days, i.e. 6 days a week as described or referred to in the scope of work.** The staff members shall do the several works and things which are described or referred to in the Scope Of Works, Enclosures & Annexure to the specification TR - 121, copies of which are annexed hereto and which under the terms thereof are to be executed and done by the contractor in a thoroughly good and professional manner, and to perform and observe the provisions and agreements or the part of the contract contained in or reasonably to the inferred from the said tender documents for the sum and at the rates set out in schedules annexed hereto.

It is confirmed that:

- (i) Questionnaire for Commercial terms and Conditions.
- (ii) Agreement on non-judicial stamp paper worth Rs. 250/- with a revenue stamp of Rs.1/- affixed on it for Pre-Contract Integrity Pact as per **Annexure-VI**. The cost of stamp paper etc. shall be borne by the contractor.
- (iii) Questionnaire for Technical specifications of the Material, and
- (iv) All other conditions wherever described in the tender documents have been replied in full giving clear details. It may be 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**

### **PRE-BID QUALIFYING REQUIREMENTS**

The bidding is open to any Web Site / portal Designing, Development & Web Hosting Company, who provides satisfactory evidence. The offer of those bidders who fulfils following criteria will only be considered. Bidders must enclose the documents in support of pre-bid qualifying conditions without which the tender will summarily be rejected and no correspondence in this regard will be made / entertained. Therefore bidder must ensure submission of relevant documents in support of pre-bid qualifying requirement along with bid as follows: -

<b>S.No.</b>	<b>Bidder Eligibility Requirements</b>	<b>Required Documents</b>
1	The Bidder should have minimum 2 years of experience for the similar type of work for any Government / Semi government / public undertakings / corporate etc. & also have experience in handling DDE & Web portals. List of all such contracts executed along with copies of order and customer's certificates regarding successful execution of contract be furnished.	List of all such contracts executed along with copies of order and customer's certificates regarding successful execution of contract be furnished along with the Bid in Part-II
2	The Bidder should have communication backbone, hardware & servers in India & adequate technically qualified work force.	Documents showing firm's technical establishment details, qualification & experience of technical personal in the firm.
3	The Bidder should have experience of implementing at least one third party corporate mail services such as Gmail for corporate & Web API based SMS solution with corporate intranet based services / modules and must have experience of providing at least 1,00,000 SMS in the year last 2 years.	Relevant Order Copies showing scope work to be attached along with the Bid in Part-II.
4	The minimum average annual turn over (MAAT) of the bidder should be at least Rs. 13,50,000/- (Thirteen Lakh Fifty Thousand only) for the last three financial years The turn over of the bidder should be certified by C.A. or should submit a certificate of C.A. regarding turnover.	Relevant documentary evidence to be attached with the Bid in Part-II.

## SECTION – I

### INSTRUCTION TO THE TENDERERS AND GENERAL TERMS & CONDITIONS

1. Sealed offers are invited by the Office of The Chief Engineer (LD), State Load Despatch Centre, Chhattisgarh State Power Transmission Co. Ltd., Dangania, Raipur, for the works of One year on-site Operation & Maintenance of SLDC Chhattisgarh website including Third Party Services used or required for the smooth function of SLDC CG website, Gmail professional for Works Services for the Corporate, Web UI Based SMS Service, Antivirus Service, Web UI Based Intranet Services etc. along with deployment of 01 no. skilled IT staff during office hours on CSPTCL working days, i.e. 6 days a week as described or referred to in the scope of work..
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 bidder superscribed on the cover / envelopes.
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. Bidders are required to furnish an Earnest Money amounting to **Rs. 9000/- (Rs. – Nine Thousand)** only in the form Demand Draft 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. When Tenders are delivered by special messenger, it should be dropped in the “**Tender Box**” kept in the office **The Chief Engineer (LD), SLDC CSPTCL, Dangania, Raipur** at any working day between 10:30 Hrs. to 17:30 Hrs. Nobody is authorized to receive or grant receipt for the delivered tender. In case, the tender is sent through post / courier, it will be responsibility of the bidder to drop / get dropped the tender in the tender box. Receipt of tenders shall not be given in any case. The tender should be dropped before or up to 15:00 Hrs on due date of submission. Tender box shall be sealed at 15:00 Hrs and in no case tenders shall be allowed to be dropped after **15:00 Hrs.**
6. **SUBMISSION OF OFFER:**

The tenders shall be submitted in the office of **Chief Engineer (LD), SLDC, CSPTCL Raipur** on or before **09/10/2018 upto 15:00** only and will be opened on the same day at 15.30 Hrs. Tender offers received without proper Earnest Money will not be considered.

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

- i) In the **First Envelope**, the required Earnest Money Deposit in proper form should be enclosed and details must be superscribed clearly as “Earnest Money for “**Tender Specification No. 03-02/CE/LD/E&M/TR-121/1131, Raipur, Dated 19/09/2018**” along with details of EMD with amount, 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.**”

- ii) The **Second Envelope** should be superscribed as “Technical & Commercial Bid for “**Tender Specification No. 03-02/CE/LD/E&M/TR-121/1131, Raipur, Dated 19/09/2018**” 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 bidder as per **Annexure-II**.
- b). Undertaking by the bidder for acceptance as per **Annexure-III**.
- c). Duly filled Commercial Information & Questionnaire as per **Annexure-I** along with documentary evidences mentioned therein, as per status of the bidder.
- d). Latest Income Tax clearance certificate.
- e). Past experience details, documents, certificates.
- f). Certificate regarding financial status of the bidder from nationalised bank.
- g). Copies of Profit & Loss account/Balance sheet for last Three year.
- h). 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.

- iii) The **Third Envelope** should superscribed as “**Price Bid for Tender Specification No. 03-02/CE/LD/E&M/TR-121/1131, Raipur, Dated 19/09/2018**” 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 envelop must contain only the price bid issued from this office attached with the tender documents in original.

- iv) **Fourth Envelop:** - All the **three envelops** shall be kept in a 4th envelope and superscribed as "Tender No..... Name ..... Due on ..... i.e. due date of opening of tender and Name of the firm with complete address, phone & mobile numbers for contact, firms PAN card details (Photo Copy) and must be addressed to “**Chief Engineer (LD), SLDC, CSPTCL, SLDC Building, Dangania, Raipur**”.

First of all, envelope of Earnest Money will be opened and 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. PROCESS OF EVALUATION OF TECHNO-COMMERCIAL BID AND OPENING OF PART-III:**

After opening of Part-II, it shall be scrutinised and clarification shall be sought on techno commercial matter, if required. In case, clarification is not submitted by the bidder within the specified time, the CSPTCL, reserves the right not to open the price bid of such bidder , Further, in case, it is found that inspite of clarifications on techno-

commercial matters, the offer does not come to a desired level, the CSPTCL, at its discretion may not open the price bid.

Bidder shall therefore, have to ensure that their tender/bid is in conformity with the CSPTCL's tender specifications.

If found necessary the price bid may be opened later on for which new date/time will be intimated separately. The contractor or his only one authorized representative having power of attorney will be allowed to be present during opening of tender. The date of opening of part-III (Price Bid) shall be notified to the bidders **whose bids are found to commercially & technically acceptable**. CSPTCL's decision shall be final & binding on the bidder. Supplementary price bid outside the main envelop (containing all above mentioned 4 envelops) shall not be considered for opening and submission of any such type of Supplementary Price Bid is not allowed at the time of opening of part-III (Price Bid).

#### 8. **EARNEST MONEY:**

Each bidder should submit an earnest money deposit of **Rs. 9000/- (Rs. – Nine Thousand only)** prior to submission of quotation in a separate envelope. The tenders not accompanied with earnest money will summarily be rejected.

**Form of Earnest Money Deposit:** - The Earnest Money Deposit can be furnished in the form of Demand Draft on a scheduled bank at Raipur made payable to the Manager (RAO-H.Q.), CSPTCL, Raipur. Offer accompanied with inadequate Earnest Money will be rejected and returned unopened.

**Submission of Earnest Money Deposit:** - A separate envelope containing the earnest money or a certificate in support of claim for exemption from this should be attached with your offer duly superscribed Earnest Money Deposit in appropriate form against **“Tender Specification No. 03-02/CE/LD/E&M/TR-121/1131, Raipur, Dated 19/09/2018”** due on **09/10/2018 at 15:30 Hrs.**, Tender for **“One year on-site Operation & Maintenance of SLDC Chhattisgarh website & Intranet System”**. Following are exempted from payment of Earnest Money: -

- a) Fully owned State/Central Govt. units
- b) Bidder having Permanent EMD with CSPTCL.

The Bidder, who falls under above categories, should furnish documentary evidence with part-I of the Tender.

**Forfeiture of Earnest Money Deposit:** - It should be clearly understood that in the event of bidder failing to accept and execute the telegraphic and detailed orders, if it is placed within the validity period of the offer, the full amount of earnest money will be forfeited and Board's decision in this respect will be final and binding on the bidder.

9. **SECURITY DEPOSIT:** The successful contractor / bidder shall deposit an amount equivalent to 10% (Ten Percent) of the order value towards security deposit for the entire contract period (i.e. 12 months from the date of order) in the form of Demand Draft on a scheduled bank at Raipur. In case the security deposit is in the form of F.D.R. or BG, the same will be duly pledged in favour of “The. Manager (RAO-H.Q), CSPTCL, Dangania, Raipur.” In case of firm registered under Small Scale Industries



with Chhattisgarh State, the Security Deposit shall be applicable @ 5% of amount of the order after submission of copy of the valid registration of the firm in Small Scale Industries department. The S.D. will be released after expiry of contract period of 12 months from the date of Agreement & successful completion of the order without liability. The liability if arises will be deducted from the S.D.

- i. The security deposit shall be deposited strictly in aforesaid manner only.
  - ii. CSPTCL may forfeit the security deposit in the event of non-execution/part execution of the order besides invoking the penalty clause.
  - iii. The security deposit shall be returned to the firm only after faithful performance of the terms and conditions of the order and on expiry of the AMC period of 12 months from the date of Agreement and if there are no claims to be recovered against the firm.
  - iv. No interest shall be paid by CSPTCL on security deposit furnished by the firm.
  - v. The security deposit shall have to be kept valid till expiry of AMC period of 12 months from the date of Agreement and also till full and final settlement of recoverable liabilities, if any against the order.
10. Bidders must fill up complete tender form 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. In case of correction done in the tender, the bidder should initial the same otherwise the tenders may not be considered.
11. The bidder shall furnish latest income tax clearance certificate, return filed with the competent authority and the document of registration of firm with any government agency may also be submitted along with the tender documents. Alternatively, the bidder 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 fulfil 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 bidder 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. Telegraphic offers will not be considered.
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, the minimum rates quoted shall prevail. Bidder shall essentially indicate the breakup of prices as shown in the tender form. In case any of the charges are not included in the quoted price, the same shall be clearly shown as "Extra" indicating specifically the rate /scale of such charges.
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.
18. **PRICES**: The prices should be FIRM. The charges of taxes, insurance (if any) and other charges are also to be intimated separately. No additional amount is payable for working on Holiday / Additional hours if any.
19. **EXTENSION OF CONTRACT**: After completion of the contract, CSPTCL reserves the right to extend order for another Six (6) months at a time on the same rate, terms and conditions subject to satisfactory performance by the contractor.
20. **DELAY / LATE BID**: 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.
21. **ACCEPTANCE**: The Company reserves the right to accept /reject any tender without assigning any reason thereof.
22. **DISPUTE**: 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.
23. **DEVIATIONS**: It would be obligatory on the part of the bidder to enclose a separate schedule of deviation in case there is any deviation from our requirement. Even if no deviations are involved, a separate schedule of deviation with particulars should be enclosed where in a certificate may be enclosed that there are no deviation from all our requirements. In the event of non-compliance of this instructions may be noted that SLDC, CSPTCL reserves the right to reject all such offers without giving any reason or without making any correspondence for obtaining any clarification.

## SECTION - II

### SPECIAL TERMS & CONDITIONS

1. **PERFORMANCE GUARANTEE**: - If during the course of 12 months from the date of completion of work, any of the service developed by the firm in the form of Software as a Service (SaaS) or any hardware supplied under the contract, is found to be defective in materials or workmanship or develop defect in service, the same will be replaced or repaired by the firm free of all charges.
2. **PAYMENT**: - 100% payment shall be made against **Quarterly running bills** by The Manager (RAO-H.Q), CSPTCL, Dangania, Raipur within 30 days from receipt of bill and after deducting the statutory levies and other deductions, if any and duly certified by the Engineer-in-Charge. The contractor should submit bills in quadruplicate along with details of works executed during claim period. The Payment will be done on actual measurement basis.  
GST registration no. of CSPTCL is 22AADCC5773E1ZX. The contractor will mention both his GST registration no. & CSPTCL registration no. in the invoices presented for payment. The contractor shall have no claim or reason to stop work if payment is delayed. No interest on overdue payment shall be made under any circumstances
3. **PENALTY**: - If the contractor / bidder fails to complete the work ordered, within the specified time schedule, the penalty will be levied @ 0.5% per week or part thereof up to a maximum of 10% on the value of uncompleted works. In case of absence of staff from its duty, penalty will be levied on pro-rata basis and the same will deducted from contractors bills.  
  
**Uptime Performance**: The Web Host uptime shall be 99.50% and for every 1% fall in uptime, penalty @ 0.5% will be levied on the O&M charges on monthly basis. Decimal places will be rounded off to the nearest value for the purpose of calculating uptime performance
4. **APPROVAL**: - Modification, Alteration or development of any new pages or services or software modules as per the requirement for enhancement of SLDC CG Website and intranet services shall be got approved from **Engineer-in-Charge** before commencement of the work.
5. **NODAL OFFICER**: - The Executive Engineer (E&M: LD), SLDC, CSPTCL, Raipur will be Nodal officer & The Assistant Engineer (E&M: LD), SLDC, CSPTCL, Raipur will be Engineer-in-Charge for above works.
6. **SUBMISSION OF BILLS**: - All bills shall be submitted in quadruplicate to the O/o C.E. (LD), SLDC, CSPTCL, Raipur. The contractor has to furnish proof of deposition of following in respect of the works executed during claim period with the bill: -
  - a. Details of works executed during the quarter.
  - b. Copy of Attendance duly certified by the Engineer-In-Charge.
  - c. Consolidated Statement of the Payment & Deductions.
7. **CONTRACT PERIOD**: - Period of the contract shall be for one year from submission of agreement. The contractor shall submit the agreement within 15 days from the date of issue of order.

8. **SAFETY MEASURES**:-The modification or Alteration works, which may affect the look, accessibility, representation etc, may be done after due approval & permission of higher authorities & in presence of SLDC representative. To avoid any undesirable incidence: -
- a) Only trained and experienced person on relevant field / work may be deputed to carry out the work under direct supervision of engineer-in-charge.
  - b) As the work is to be carried out in the SLDC, which is providing operational data of SLDC such as UI Billing data, Pages of Real Time Data of SLDC SCADA system & Real Time reports and provision for uploading & downloading of various Open Access report files related to various type of scheduled & declarations, news & information regarding Electricity Act & Grid Code etc., contractor shall be fully responsible for observing the security / safety rules and maintaining the required discipline during the contract period.
  - c) As this work is to be carried out in the protected area, it should be ensured that there is no damage to any of the erected equipment / appliances etc.
9. **RISK COVERAGE**: - The work shall be carried out on the full risk and cost of contractor and CSPTCL will not be responsible for any kind of risk coverage arising during / arrived out to execution of work.
10. **P.F. CONTRIBUTION**: - As per the statutory obligation under labour laws & P.F. rules contractor will have to furnish P.F. / EPF contribution in respect of staff engaged by him. All relevant Labour Laws and Regulations i.e. payment of Minimum wages, valid labour license, EPF, E.S. Insurance, Service tax etc. shall be strictly followed by the Contractor. In case of violation of law the contract may be terminated and disciplinary and legal action will be initiated which may include forfeiture of security deposit.
11. **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 accounts department on request as per rule.
12. **TERMINATION OF CONTRACT**: -The work order / contract can be terminated at any time by CSPTCL on giving 15 days notice in advance without assigning any reason whatsoever. In such cases, CSPTCL will not be responsible for any loss or compensation to be paid to the Contractor.
13. **DETACHMENT OF PERSON**: -In order to discourage frequent change of staff & maintain security aspects it shall be required that the contractor do not frequently detach the staff personal throughout the contract period. However in special case when a staff person is bound to leave, the contractor shall have to inform it to the Engineer-in-Charge.
14. **LIEN UPON THE PREMISES**: -The contractor or his staff is allowed to work at the premises of the SLDC CSPTCL, but the contractor will have no right of lien whatsoever upon the premises and the contractor and his workers will move out of the premises as per instruction of the SLDC CSPTCL.
15. **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.
16. **MISCLLANEOUS**: -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.

17. **AGREEMENT**: - Contractor has to execute an agreement on non-judicial stamp paper worth Rs 300/- with revenue stamp of Rs 1/- for faithful execution of the work. The cost of stamp paper etc. shall be borne by contractor. The agreement is to be executed within 15 days from the date of order for execution of contract.

**Chief Engineer (LD),  
SLDC, CSPTCL, Raipur**

## SECTION - III

# SCOPE OF WORK

### OVERVIEW

**Website** - The State Load Despatch Centre is having its own Web Site with URL [www.sldccg.com](http://www.sldccg.com) and providing various types of data & information of SLDC Chhattisgarh, its activities such as Open Access procedures, approvals, contract & agreement, OA charges, various types of power schedules & declarations, various type energy charges, Energy Accounts, Deviation Energy Charges, reports, news & information regarding Electricity Act & Grid Code etc. Pages of Real Time Data of SLDC SCADA system are also available in the website. The Website is hosted at SLDC, Raipur in dedicated servers.

**Intranet** – A browser based SaaS (Software as a Service) system is the part of the SLDC intranet system and at present following Services have been provided to various sections of SLDC: -

- **SMS Service** - A Web Based SMS Service has been deployed using third party SMS Gateway in the local network, which handles all the alert messages over internet. In case of failure of internet, facility of sending SMS has also been available through local modem and SIM. SMS of various events can be sent to the recipient over intranet from the various service modules itself, such as Backing Down, Load Shedding, Outage etc., as this SMS service has been integrated with all above such modules for automatic messaging to concerned offices & authorities.
- **Mail Service** – G-mail Corporate service has been deployed in the intranet system to facilitate the SLDC user for their official works. All intranet modules have been integrated with this services for automatic mail services.
- **Outage Management Service** – An Outage Management Module has been developed for helping the control room engineers for managing & maintaining the records of all types of outages (Generation & Transmission elements) which are being supervised from SLDC Control Room round the clock & sending the information in the form SMS to the concerned offices & authorities.
- **Load Shedding Service** – The purpose of the Load Shedding Module to help the control room engineers for maintaining & managing the Load Shedding activities and keeping the records intact for various reports purpose.
- **Web Scheduling Service** – A Web Based Power Scheduling module has been implemented in the present system to facilitate all the registered consumers / customer using user validation & authentication mechanism for online real time based scheduling.
- **OAC Service** – An Open Access Customer module has been developed for processing OAC application. The module comprises of Application Data Entry, its verification, automatic preparation of note sheets for various level approvals, automatic preparation letters to OA customer with remarks and simultaneously publication of OA approved / rejected / pending customer list in SLDC CG website along with details.
- **Backing Down Services** – A system has been developed for managing Backing Down Operations. The service can be accessed & operated from any terminal in the Intranet with authorised user privileges. All Operations are getting updated automatically in the

Backing Down Bulletin in home page of SLDC CG website and SMS to the concerned authorities / offices is being send, whenever a BD instruction is issued for them.

- **UNIFAM** - A Unified File Attachment Module has been deployed for uploading & display of information & attachments in SLDC CG Website.

**Resource Deployment** – The contractor is required to depute 1 no. skilled IT staff during office hours on CSPTCL working days i.e. 6 days a week for various website related O&M activities. The IT engineer deployed by the firm shall be responsible for maintenance & updating of various web pages, basic management of servers and routine care of mail & SMS server. Further, the contractor should have adequate qualified IT staff having experience of website development and its operational / maintenance activities, so that in the event of non-availability of site engineer or as per requirement of CSPTCL, the IT professional as a project coordinator should be available to take care of new developments and major maintenance of services covered under the “scope of work” of this tender. After office hours & on holidays the project coordinator shall be available on call and attend the fault within 2 hours of notification as required. SLDC CSPTCL shall provide the working space at its premises for the project coordinator & IT staff. All other expenses such as accommodation, tour & travels, compensation etc. shall be in the scope of contractor only. The contractor shall have to perform following duties explained under “Scope of Work”.

### **SCOPE OF WORK**

The on-site Operation & Maintenance of SLDC Chhattisgarh website may include one or more of the following works that are the result of recurring and changing needs: -

1. The firm shall be responsible for configuration of all types of hardware & associated software required for maintenance of various servers such as Web Server, Replication Server, Firewall Server, DNS Server, Intranet Server, Mail Services, SMS Services, Antivirus Services etc.
2. Responsible for overall supervision to ensure that authentic and updated information and services are available all the time at the website.
3. Browser Compatibility and time to time maintenance / configuration of all other software used or required for the smooth function of SLDC CG website.
4. Database Administration.
5. Undertake modification & updating, both in English and Hindi from time to time as per the requirement of SLDC, CSPTCL.
6. Static information update.
  - Maintenance of static pages of information
  - Checking for dead links (Monthly)
  - Archival of information (as Per Instruction)
  - Update of data elements on existing pages
  - Update of Sitemap (Monthly)
  - Update navigation schemes
  - e-Publishing of new or revised pages
  - Content research and management

7. Regular update of news, photo / exhibition gallery, data, reports, tender announcements, recruitment and other relevant information on daily, weekly, fortnightly or monthly basis as may be required.
8. Regular web promotion.
9. Refurbishment of website at appropriate interval.
10. Home page improvement, as may be necessary from time to time.
11. Making portal more accessible through popular search engines.
12. Provision of Powerful Search Engine based on simple text search and digital Search indexing.
13. Providing link to related web sites.
14. Fine tuning of the website performance.
15. Keeping pace with the changing platforms.
16. Converting electronic documents in PDF & Power Point and/or word/excel format.
17. Creating and arranging the archives of documents by suitably indexing and numbering.
18. Putting all the documents in a uniform format with respect to colour, size, font, etc.
19. Tracking & Reporting Services:
  - Tracking, reporting and download statistics etc.
  - Automated Search Engine Submission of bi monthly Report
  - Monthly or weekly website report
  - Web usage and Page hit analysis of individual sections
20. Backend, Integration & Database Services:
  - Programming (Code Repair, New Codes, Repairing Broken Links)
  - Database Maintenance & Integration
  - Search Engine Optimization
21. Tracking of the Maintenance & Record  
The maintenance of the websites should be tracked on regular basis. A composite 3<sup>rd</sup> party report of the activities should be submitted bi-monthly to the SLDC.
22. Onsite web server maintenance
  - Verifying virus definitions are up to date.
  - Verifying Windows patches and critical fixes are up-to-date and installed.
  - Checking event log for errors. Basic fixes to an event log error are handled remotely.
23. Checking system resources for availability and suggest ways to improve resource management. System resources include:
  - Hard Drive(s)



- RAM
  - CPU
24. Monitoring the operating system for unnecessary services or applications, and suggest ways to improve performance.
  25. Monitoring and collecting data to trend Memory, CPU and disk utilization. The trends allow proactive suggestions for hardware resource management.
  26. Suggest for enhancement of hardware such as dedicated server for DNS, Antivirus, Replication server, Web hosting server, mass storage devices, network switches/routers etc. The contractor shall be responsible for integration of above hardware as & when required.
  27. Routine training shall also be provided to SLDC engineers for O&M of website.
  28. Design & Development of new Intranet Module as & when required by SLDC. O&M of existing intranet modules & enhancement of its services for better and smooth functionality of the modules.
  29. Responsible for updating the daily SLDC O&M related data of Various Schedules, Preparation of reports, updating data related works etc.
  30. **OS, Web Server & Intranet Application Server implementation & Maintenance:** - The Web Server is presently being hosted on Windows Server 2016 Standard edition whereas Web & Intranet servers are hosted on PHP 5.3.4, Apache 2.2.17, My SQL 5.1.13 etc. The firm will be responsible for all types of installation & configuration and O&M of above OS, Web Server & Intranet Application Server on both Main & Replication Server, so that in the event failure of main server the entire system and all functionalities can be automatically taken care by the replication server & vice versa.
  31. **SMS Services:** - A third party Web API Based SMS Gateway services has been deployed in the intranet system, which provides automatic messaging facility from each of the module. The contractor has to configure & maintain the above services as & when required for smooth & uninterrupted messaging services.
  32. **Mail Services:** - Gmail enterprise mail services have been deployed in the intranet system. The firm is responsible for O&M of the G-mail services including configuration, implementation & integration in existing Web Server system and regular update of patches of mailing services is also responsibility of the firm. All types of software configuration required in the event failure of Mail services & associated softwares shall be responsibility of the firm.
  33. **Implementation of new technology:** - Looking to the emerging new technology in the field of Smart Phone Services, the bidder shall develop application in such way that facilities provided in the intranet system & website of SLDC CG can be used by Smart Phones also which works on Android / Windows / other popular OS platforms.
  34. **Web Host Uptime:** The Web Host uptime shall be 99.50% and for every 1% fall in uptime penalty will be levied on the O&M charges.

## SCHEDULE - I

### WEB HOSTING AND APPLICATION DETAILS OF SLDC CG WEB SITE

1	Organization Name & Address	State Load Despatch Centre, CS Power Transmission Co. Ltd., Chhattisgarh. INDIA
2	Application Description	Web Site application for State Load Despatch Centre, Chhattisgarh State Power Transmission Co. Ltd., Raipur
3	i. Target application is hosted at ii. URL of the application	i. SLDC, CSPTCL, Raipur ii. <a href="http://www.sldccg.com">http://www.sldccg.com</a>
4	Operating System	Windows Server 2016
5	Web/Application Server with version	WAMP 2.1 64 bit, Server Apache 2.2.17, MySQL 5.3.4, PHP 5.1.53, PHPMyAdmin 3.3.9
6	Server side scripts	PHP with custom extension handler
7	Database at backend	MySQL
8	Database access type	General Public: Read Only
9	Type of cryptography used for storage and transmission of data and credentials.	Symmetric Key Cryptography
10	Type of Authentication used	Form Based login. Session & MD5 key based validation in each page
11	Authorization: Roles and Type of privileges for the different roles.	Update of website is managed from users in SLDCNet & via sub-domain <a href="http://web.sldccg.com">web.sldccg.com</a> . Roles and powers are managed using Sessions and run time check on each page for authority level. Each page in the SaaS is having 3 authorisation levels. <ul style="list-style-type: none"> <li>• Disallow – The viewer cannot view the page if he is not having token for that page.</li> <li>• Viewer – User can view the page, but cannot carry update operations.</li> <li>• Admin – User can carry out update operations of the page.</li> </ul>
12	Provision of e-commerce payment gateway	At present no payment gateway for e-commerce has been deployed
13	Site users	Closed user group
14	Whether the site contains any 3 <sup>rd</sup> party	Site does not contain any 3 <sup>rd</sup> party

	content management module?	management module
15	Total Size of the Website in MB and in no. of pages	Website – 114 Public + 208 Backend PHP Pages. SLDCNet – 1007 PHP Pages, 44 Modules Database for SLDCNet – 130 Active Tables G-mail Corporate Service Web API Based Short Messaging Services Database for SMS Server – 4 Tables
16	Total size of project in terms of Disk Space	Website Pages – 611 MB SLDCNet Pages – 463 MB Database Folder – 562 MB Script & Procedures – 163 KB
17	Availability of documentation such as SRS, Manual etc.	Manuals Available
18	Mail Solutions	Integrated G-mail Corporate Service
19	SMS Solution	Third party Web API Based SMS solution
20	Server & OS	Dual Server with Intel ® Xeon ® CPU ES-2620 V4 @ 2.10 GHz, RAM 64 GB, System Type 64 Bit
21	Operating System	Windows Server 2016 Standard

## SCHEDULE – II

### GUARANTEED TECHNICAL PARTICULARS

Apart from works mentioned in Scope of Work following works shall be required to carry out as Guaranteed Technical Requirement during the contract period by the bidder :

<b>S.No.</b>	<b>Technical Requirement</b>	<b>Description</b>
1.	Web Server Hardware / Software Configuration	Web Server Hardware (Dell make) Configuration which includes CPU, RAM, Hard Drives, necessary interfaces & hardware module. Presently two no. Dell make servers are available at SLDC, Raipur, which are being used for hosting of SLDCCG Web site, Intranet Server, Replication Server, Database Server & other necessary services required for the website.
2.	OS implementation & Maintenance	The Web Server is presently being hosted on Windows Server 2016 Standard OS. The firm will be responsible for all types of installation & configuration of above OS on both Web & Replication Server.
3.	SMS Server & Services	O&M of third party Web API based SMS system
4.	Mail Server & Services	O&M of G-mail Corporate services.

## SCHEDULE - III

### PRICE BID

**Tender Specification No. 03-02/CE/LD/E&M/ TR-121/1131 , Raipur, dated 19/09/2018 due on 09/10/2018 at 15:30 Hrs.**

The undersigned hereby tender & offer to complete the following labour contract work in State Load Despatch Centre, CSPTCL, Raipur for the quantities at the rates indicated hereunder: -

S. No.	Particulars	Qty.	UoM (unit of measurement)	Unit Rate in Rs.	GST on Unit Price in % @	GST on Unit Price in Rs.	Total Unit Price including GST in Rs.	Total Amount including GST in Rs.
A	B	C	D	E	F	G=(E*F)	H=E+G	I=(H*C)
1	One year on-site Operation & Maintenance of SLDC Chhattisgarh website including Third Party Services used or required for the smooth function of SLDC CG website, Gmail professional for Works Services for the Corporate, Web UI Based SMS Service, Antivirus Service, Web UI Based Intranet Services etc. along with deployment of 01 no. skilled IT staff during office hours on CSPTCL working days, i.e. 6 days a week as described or referred to in the scope of work	12	Months					
<b>NOTE:-All works to be done as per direction of Engineer-in-Charge of SLDC or authorized person deputed by O/o The Chief Engineer (LD), SLDC, CSPTCL, Raipur.</b>								

**Other Conditions (if any): -**

The undersigned undertakes to observe and abide by the terms & conditions of the tender specifications enclosed herewith.

PLACE:

Signature of Bidder

DATE:

Designation/Status in the Company  
Name & Address in full  
Company Seal

## SCHEDULE - IV

### SCHEDULE OF TENDER'S EXPERIENCE

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

<b>S.No.</b>	<b>Name &amp; Particulars of Panels ordered</b>	<b>Order No. &amp; date</b>	<b>Period &amp; date of supply</b>	<b>Name of order placing Power utility placing authority</b>	<b>Person to whom reference to be made</b>

PLACE:

Signature of Bidder

DATE:

Designation/Status in the Company  
Name & Address in full  
Company Seal

## 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:-

Sr.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 bidder .....

Date -

Name (in full) .....

Designation in the firm .....

Seal of the firm.....

**ANNEXURE-I**

**COMMERCIAL INFORMATION & QUESTIONNAIRE**

**(TO BE FILLED UP COMPLETELY BY THE TENDERER AND KEPT IN THE ENVELOPE  
(PART-II) “(COMMERCIAL & TECHNICAL BID)”**

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

<b>S.NO.</b>	<b>INFORMATION REQUIRED</b>	<b>DETAILS</b>
1	<b>BIDDER'S DETAILS</b>	
a	Name and Address of the Bidder / Authorised signatory	
b	Name of the Company	
c	Address & Contact Details of the Company	
2	<b>TENDER DOCUMENT</b>	
a	Whether Tender purchased from this office or downloaded?	Yes / No
b	If down loaded, whether tender cost furnished?	Yes / No
c	Details of MICR DD for tender cost	
3	<b>EARNEST MONEY DEPOSIT</b>	
a	Earnest Money Details (Amount and full details)	Rs. /-
b	If exempted, state whether bidder is	SSI Unit of CG / Small scale unit registered with NSIC/ Fully owned State Central Govt. Unit.
4	<b>VALIDITY</b>	
a	Whether the offer is valid for 120 days from the date of opening of commercial / technical bid	Yes / No
b	If no, state validity period	
5	<b>PRICES</b>	
a	State whether the quoted prices are firm	Yes / No
6	<b>RATE OF GST</b>	
a	If exempted, state the reason	
b	Reference of documentary evidence regarding exemption enclosed	Yes / No
7	<b>PAN CARD DETAILS</b>	
a	Whether PAN details provided along with copy of PAN Card	Yes / No
b	PAN No.	
8	<b>PAYMENT TERMS</b>	
a	Whether CSPTCL's terms of payment is acceptable to the tenderer	Yes / No
9	<b>COMPLETION PERIOD</b>	
a	Commencement of works from date of order	
10	<b>PENALTY CLAUSE</b>	



	a	Whether agreeable to CSPTCL's Penalty clause	Yes / No
11		<b>GUARANTEE PERIOD</b>	
	a	If during the course of 12 months from the date of completion of work any of the defects is found in workmanship or develop defect in service, the same will be replaced by the contractor free of all charges.	Yes / No
12		<b>SECURITY DEPOSIT</b>	
	a	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
13		<b>EXTENSION ORDER</b>	
	a	Whether you are agreeable to accept extension order for 6 month. on the same rates, terms & condition if any extension order is placed within six months from date of Agreement.	Yes /No
14		<b>RATES</b>	
	a	Whether quoted rates shall remain firm even change in time (less/more)	Yes / No
15		Whether all pages of Tender filled and signed as specified	Yes / No
16		Whether all clauses / conditions / terms / schedules have been read carefully and taken care of while preparing bid.	Yes / No
17		Mention Turnover of the firm for last three years (Enclose balance sheets in support)	Yes / No

**Place: -**

**SIGNATURE OF TENDERER:**

**Date: -**

**NAME IN FULL:**

**DESIGNATION/STATUS IN THE FIRM:**

**COMPANY SEAL:**

**Note: -**

- i. Rates may please be quoted exclusive of GST. Goods & Service Tax, if applicable will be payable extra subject to submission of certificate of registration.

It is necessary to answer all the questions. If any question remained unanswered, it will be presumed that CSPTCL's interpretation is acceptable to the contractor for that particular question.

**ANNEXURE-II**

**UNDERTAKING BY THE BIDDER**

1. I/We ..... Proprietor/Partner of (name of firm) .....hereby undertake that in case low rates is quoted by more than one firm then I/We shall have no objection in deciding successful bidder among the lowest bidder on the basis of lottery. Once the successful bidder is determined through lottery, I/We will honor the same and not lodge any claim on any matter in respect of this tender.
  
2. I/we \_\_\_\_\_ shall maintain the integrity & security of the place of work and bide with all the rules and regulations enforced. I/we shall keep the discipline and decorum of the place of work intact.
  
3. I/we shall not make damage to the SLDC, CSPTCL property.

**ANNEXURE-III**

**UNDERTAKING BY THE BIDDER**

I/we hereby tender and offer, subject to CSPTCL's terms and conditions of tendering to CSPTCL to execute work as described or referred to in the tender documents and its enclosure under the TENDER SPECIFICATION No. .... and which under the terms thereof are to be executed and done by contractor and to perform and observe the provisions and agreements or the part of the contract contained in or reasonable to be referred from the said tender documents for the sums of and the rates indicated in the Price (Schedule-IV) of the tender submitted herewith.

Should this tender be accepted, I/we hereby agree to abide by and fulfill all the terms and provision of the said conditions of the contract and if default thereof, authorised the CSPTCL or its successors and assigns in the office to forfeit and pay full value of Earnest Money Deposit, should I/we fail to commence the work specified and awarded or should I/we do not deposit the full amount of Security Deposit to be submitted under the conditions.

Dated ..... th                      day of .....

Name & Address of bidder :

SIGNATURE

.....  
.....  
.....  
.....

Name of the authorised, person signing

.....

ANNEXURE – IV

**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)

ANNEXURE-V

**PROFORMA OF AGREEMENT- BETWEEN THE CONTRACTOR & THE CSPTCL 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 \_\_\_\_\_ 2016 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.

- 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**

**ANNEXURE-VI**

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

7. **SANCTIONS FOR VIOLATIONS**

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

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

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

- (xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the

BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.2.1. 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.

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.....

**BUYER BIDDER**

Name of Officer  
Destination Department/PSU

**CHIEF EXECUTIVE OFFICER**

Witness

1).....

2).....

Witness

1) .....

2) .....