

**OFFICE OF THE EXECUTIVE DIRECTOR (C&LM)  
CHHATTISGARH STATE POWER TRANSMISSION CO. LTD  
DAGANIYA, PO:SUNDER NAGAR RAIPUR, C.G. PIN 492 013  
(A CG GOVT UNDERTAKING)**

TEL. (0771) – 2574221, 2574044, FAX: (0771)- 2574222

**TENDER SPECIFICATION NO: TR- 445**

**DGPS survey of sub-station & CA land and preparation of KML & Shape  
file for diversion of Forest land for 220/132 KV S/s Vishrampur**

LAST DATE OF SALE OF TENDER	27.08.2020	17.30 Hrs.
LAST DATE OF SUBMISSION OF TENDER	28.08.2020	15.00 Hrs.
DATE & TIME OF OPENING OF TENDER (TECHNO-COMMERCIAL)	28.08.2020	15:30 Hrs

**Cost of tender Document:**

- i. Rs 560/- (Incl. 12% GST) Purchase from O/o ED (C&LM).**
- ii. Rs 590/- (Incl. 18% GST) if downloaded from website.**

**CHHATTISGARH STATE POWER TRANSMISSION CO. LTD**  
**(A CG GOVT UNDERTAKING)**

ISSUED to M/s .....

Cost of Tender documents Rs. ....

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

Name of Bank .....

**Signature & Seal of Issuing Authority**

**TENDER FORM**

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

It is confirmed that:

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

Dated, this .....day of .....20....

Bidder's signature .....

Name & Address .....

.....

Company Seal .....

**Note – This form must be returned  
in original while tendering**

**CHHATTISGARH STATE POWER TRANSMISSION COMPANY LIMITED****OFFICE OF THE EXECUTIVE DIRECTOR (C&LM)**

Block-4, Near CSPHCL Dispensary, Dagonia, Raipur (C.G.)

Website: [www.cspc.co.in](http://www.cspc.co.in) E-Mail- ce.eht@cspc.co.in Phone no. 0771 – 2574221, 2574224 Fax No.2574222

No. ED/C&amp;LM/Works/TR-445/1047

Raipur Date-05.08.2020

**NOTICE INVITING TENDER**

Sealed tenders are invited from eligible bidders for following work:

TR No	Name of work	EMD (Rs)	Cost of tender form (Rs) (Incl. GST)		Date of opening
			Printed tender form	Downloaded from website	
TR-445	DGPS survey of sub-station & CA land and preparation of KML & Shape file for diversion of Forest land for 220/132 KV S/s Vishrampur	3200/-	560/-	590/-	28.08.2020

Note: (i) in case any of the above date is declared as holiday then the particular date will automatically get shifted to next working day.

(ii) **Any notice for extension of due date of tender opening shall not be published in newspapers. It will be displayed only on official website of the company.**

**TERMS AND CONDITIONS:-**

- (i) The tender specification can be purchased from the office of ED (C&LM), CSPTCL, Raipur till one day before the date of opening on any working day on payment of **Rs. 560.00 (Including GST) (non refundable)** in the form of DD in favour of Manager, (RAO-HQ), CSPTCL, Raipur (C.G.), payable at Raipur CG accompanied with firms application on its letter head. If tender document is required by post then additional Rs. 200/- is to be paid along with cost of document. CSPTCL shall not be responsible for any postal delay regarding receipt/ non-receipt of tender documents. The tender document can also be down loaded from official website of CSPTCL ([www.cseb.gov.in/csptcl](http://www.cseb.gov.in/csptcl)) and required tender fee **Rs. 590.00 (Including GST) (non refundable)** in form of DD in favour of Manager (RAO: HQ), CSPTCL, Raipur (C.G.) payable at Raipur (C.G.) in envelope-I containing EMD should also be submitted. The details of DD be mentioned on the outer side of the envelope-I also. **Please note carefully in absence of aforesaid requisite tender fee in envelope-I, further bids shall not be considered for opening. The bidders are requested to remain in contact with this office for any development in the tender.**
- (ii) The tenders, duly filled, shall be accepted up to 15:00 Hrs. on the due date. 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.

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**EXECUTIVE DIRECTOR (C&LM)**  
**CSPTCL-RAIPUR**

## SECTION – I

### INSTRUCTION TO THE BIDDERS

Sealed tenders are invited from experienced eligible bidders for DGPS survey of sub-station & CA land and preparation of KML & Shape file for diversion of Forest land for 220/132 KV S/s Vishrampur is detailed as below:

<b>Tender specification No.</b>	:	TR-445
<b>Due date of opening of Tender</b>	:	<b>28.08.2020 at 15:30 Hrs.</b>
<b>Cost of Tender Documents</b>	:	i) Rs. 560/- (Incl. 12% GST) Purchase from O/o ED (C&LM)  ii) Rs. 590/- (Incl. 18% GST) if downloaded from website
<b>Earnest money</b>	:	Rs. 3200/- (accepted in the form of DD in favour of Manager, (RAO-HQ), CSPTCL Raipur and the EMD will be returned after the finalization of tender.
<b>Completion Period</b>	:	02 calendar months for entire work from the date of handing over of site.

#### NOTE:

1. In case due date of tender opening is declared as holiday then the particular date will automatically get shifted to next working day.
2. The tender specification duly signed with seal in each page must be submitted with techno-commercial bid.
3. **No any correspondence shall be made regarding submission of document related to PQR after opening of Techno-Commercial bid.**

**1. SCOPE OF WORK**

Job work carrying out of DGPS survey of sub-station & CA land, providing soft & hard copy of Geo-referenced map prepared by using DGPS or Total Station, survey of India Toposheet indicating boundary alongwith preparation of soft and hard copy of KML & shape file etc. for 2<sup>nd</sup> phase forest clearance of 220/132 KV S/s Vishrampur.

**2. EXPERIENCE DETAILS:**

Tenders are invited only from reputed parties having financial & technical resources to undertake the work. The Bidder should have experience of carrying out survey of EHT lines. The Bidder should furnish the list of survey works awarded & carried out to them during last three years. Bidder shall also furnish full details of headquarter, field service organization and management services require to execute the work as envisaged in the tender. The Bidder shall have adequate work and capacity available to perform the works properly and expeditiously within the time period specified.

**The list qualifying staff for survey work should be enclosed with the tender offer along with survey instrument, T&P, transport facilities available with the Bidder.**

**3. PRE-BID QUALIFICATIONS REQUIREMENTS:-**

- (i) The bidder should have completed DGPS survey of at least one EHV work as a main contractor or Sub-Vendor of the main contractor. The bidder should have executed as the sole bidder / any other partner of Joint Venture of above work during last 5 years from the date of issue of NIT of the instant tender. The date of order should not be older than 7 years from the date of issue of NIT of the instant tender. Self-attested copy of work order and its completion certificate issued by competent authority or main contractor should be furnished.
- (ii) The minimum average annual turn over (MAAT) of the bidder should be at least Rs. 96,000/- (Ninety six thousand only) for the last three financial years i.e. 2016-17, 2017-18 & 2018-19. The turn over of the bidder should be certified by C.A. or should submit a certificate of C.A. regarding.
- (iii). Bidder should have EPF Code Number allotted by EPF Commissioner & it should be submitted along with the offer or an undertaking may be furnished to this affect that they will obtain and submit the EPF Code Number within one month from the date of order in respect of the said work; otherwise order is liable for rejection without notice.
- (iv) The contractor should have valid labour License issued by competent authority of C.G Govt. & it should be submitted along with the offer or an undertaking may be furnished to this affect that they will obtain and submit the license within one month from the date of order in respect of said work; otherwise order is liable for rejection without notice.
- (v) The Bidder should have adequate tools and plants, surveying equipment and vehicles, qualified staff and required manpower for conducting DGPS survey work and preparation of forest cases as well.

**The above qualification is required for the sole bidder. Formation of consortium for meeting the financial requirement, qualifying requirement, scope of work as mentioned above shall not be valid.**

**No any correspondence shall be made regarding submission of document related to PQR after opening of Techno-Commercial bid.**

**4. SCHEDULES AND ANNEXURES:**

Forms & schedules are also enclosed in the specifications. Bidders are required to go through the complete specification and consult explanatory notes, before filling in various schedules. The bidders shall fill in all the schedules and complete information shall be furnished. Incomplete schedules may make his tender liable for rejection.

The Bidder may note that the quantities indicated in Schedules-III i.e. Offer Form are provisional and will vary during actual execution of work.

**5. EMD**

- (i) The bidder is required to submit EMD amounting Rs 3,200/- (Rs. Three thousand two hundred only) in the form of DD in favour of Manager, (RAO-HQ), CSPTCL Raipur.
- (ii) No interest will be paid on EMD amount, which will be returned to bidders after finalization of tender.
- (iii) Tender not accompanied by Earnest Money shall be disqualified.

**6. SUBMISSION OF TENDER**

Sealed Tenders are invited on three part basis, One envelope containing the E.M.D. clearly super-scribed “**Earnest money**” on Top. In case, the tender has been downloaded from CSPTCL’s official website, the cost of tender document in the form of DD in favour of Manager (RAO:HQ), CSPTCL, Raipur be submitted along with the tender in EMD envelope. In absence of same, the tender shall not be opened. The bidders who download the documents are requested to remain in contact with this office for any development in the tender.

Second envelope clearly super-scribed “**Techno-commercial Bid**” should contain the tender form, Techno-commercial details and other documents along with integrity pact and a copy of un-priced / un-filled price schedule.

Third envelope should contain the price bid clearly super -scribed “**Price Bid**” on Top. All the three envelopes shall be kept in one sealed envelope addressed to the Executive Director (C&LM), CSPTCL, Raipur with the name of work, tender specification number, due date of tender, amount & mode of E.M.D. and name of the bidder super-scribed on the cover. The offer should be dropped in tender box, kept in the office of ED (C&LM) CSPTCL, Dangania, Raipur (CG).

**7. OPENING OF BID**

Tenders will be opened in the office of ED (C&LM), CSPTCL, Dangania, Raipur (CG) 492013, in the presence of participant bidders or their authorized representatives (limited to two persons only with a valid authorization from their employer). The Bidders/ their representative shall sign a register / sheet in evidencing their attendance.

The offer shall be opened in the following manner:-

Part – I    Envelope –I            Earnest money

Part – II Envelope –II	Qualifying Requirement &Techno Commercial Bid
Part – III Envelope –III	Price Bid

8. At the time of opening of the Part-I and Part-II i.e. Earnest money & Qualifying Requirement, Techno Commercial Bid of the offer, shall be opened on due date as indicated in tender notice in chronological order. If the earnest money and tender form are found satisfactory, then the qualification requirement and techno-commercial bid shall be opened. All the relevant details will be read out.

Price bid of successful Techno- commercial bidders would be opened at a later date with due information to the qualifying bidders.

## 9. PRICE BID

The bidder must quote their Prices in the Proforma given in the Schedule-III of the tender. Bidders must quote their price in accordance to the specifications and conditions. Any deviation from the above shall be considered as an alternate bid. The bids will be evaluated based on the main offer only.

- (i) Over-writing, erasures and other changes shall bear the dated initial of the person signing the tender.
- (ii) In the event of discrepancy or arithmetical error in the schedule of price, the unit price shall prevail and the total price shall be accordingly corrected by the CSPTCL. The above arithmetical correction shall be accepted but the decision of CSPTCL shall be final and binding on the bidder.
- (iii) For evaluation the price mentioned in words shall be taken if there is any difference in figures and words in the price bid.
- (iv) The quoted price should be kept valid for the contractual period or completion of the line which ever is later. Bidders are requested to **quote FIRM price inclusive of all taxes & duties except GST. While quoting prices bidders should consider benefit of Input Tax Credit (ITC) available under GST Act and passing same to CSPTCL.**
- (v) All columns shall be completely filled up properly and neatly.
- (vi) The tenders should be kept valid for a period of 180 days from the date of opening of the tenders as notified in the tender notice. In case of extension in due date of opening, the validity period shall be counted from extended due date on which TC bid has been opened.

## 10. EVALUATION OF BIDS: -

- i) The evaluation of bids will be done by comparing the total of prices quoted by the bidder.
- ii) The loading of the items for which the prices are not quoted by bidders. In such cases the loading will be done at highest price quoted among the bidders. But the orders will be placed at the lowest price offered among the bidders.
- iii) The CSPTCL reserves the right to reject the lowest or any other tenders or all tenders without assigning any reason, whatsoever, if it is considered expedient in the overall interest of CSPTCL.

The CSPTCL's decision in such matter shall be final.

## 11. NON RESPONSIVE BID

CSPTCL reserves the right to reject any bid, which is:

- (a) Not accompanied by the Earnest Money as specified above.

- (b) Not received by the due date and time specified.
- (c) In variance with specified terms and conditions.
- (d) If at any time, it is found that a material misrepresentation of the fact is made or uncovered.
- (e) The bidder does not respond promptly and thoroughly to the request for supplementary information required for the evaluation of his bid.
- (f) If the bidder fails to super scribe on the envelope containing the bid, the details of Earnest Money deposited by him, the company shall not accept any responsibility and the offers received shall be rejected and shall be returned to the bidders.

**12. COMPLETION PERIOD: -**

Time being the essence of contract, the work of DGPS survey of sub-station & CA land and preparation of KML & Shape file for diversion of Forest land for 220/132 KV S/s Vishrampur, complete work as mentioned under clause No. 1 scope of work should be completed within 2 (two) calendar months from the date of handing over of site. The contractor shall ensure to complete the work within aforesaid stipulated period.

**13. COMPLETENESS OF TENDER:**

Each section of the tender should be complete and include all associated works not specifically mentioned in the schedule / specification etc. but essential for the completeness of the work. The contractor shall not be eligible for any extra charges in respect of such minor works though not specifically included in the tender or contract schedule.

**14. QUESTIONNAIRE:**

The questionnaire enclosed herewith contains a set of questions, and bidder is requested to answer each and every question clearly and without ambiguity.

**15. CHECK LIST:**

The check list in respect of various schedules etc. is required to be submitted by the bidder without which the tender will be considered incomplete and liable for rejection. The bidder should submit all schedules duly filled in alongwith this offer.

**16. INTEGRITY PACT: -**

The bidder shall have to submit pre-contract integrity pact in the format enclosed as Schedule IV 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 order to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of its signing.

**17. QUANTUM OF WORK:**

The quantities indicated in price schedules are based on preliminary assessment hence provisional and may vary. The work is to be completed as per actual site conditions (as confirmed by the O.I.C of the work) and on same price as offered and on similar terms and conditions.

- 18.** The power of attorney in respect of the person signing the tender on behalf of bidder shall be submitted along with techno – commercial bid.



19. If the firm is partnership firm, the names of the partners, its complete address and designation of all the partners may be furnished.
20. **GST No. :**  
The bidder shall have GST (Goods & Service tax) registration Number and the documentary proof of the same shall be submitted along with the techno- commercial bid. **The letter head of the firm should invariably consisting the GST No. at the top of it.**

**SECTION – II**  
**GENERAL/COMMERCIAL TERMS & CONDITIONS OF CONTRACT**

**1. CONTRACTOR**

The contractor shall be deemed to have carefully examined the general conditions of specification, schedules and drawings. If he shall have any doubt as to the meaning of any portion of these general conditions or of the specification, he shall before signing the contract set forth the particulars thereof, and submit them to the Engineer in writing, so that doubt may be removed.

**2. CONTRACT AGREEMENT AND SECURITY DEPOSIT**

2.01 The successful contractor shall have to enter into an agreement with the CSPTCL in the approved contract agreement form on a non-judicial stamp worth Rs. 300/-+ revenue stamp of 1/-Rupees within 15 days of the receipt of the work orders for due performance and observance of terms and condition of contract , failing which the contract may be cancelled.

2.02 The successful bidder will be required to deposit 10% amount of the contract price as security deposit. An amount equal to that of 10% of the total value of the order initially placed, in the form of FDR pledged in favour of Manager RAO-HQ, CSPTCL, Raipur payable at Raipur valid up to scheduled completion date plus eight months.

**OR**

The contractor shall furnish a bank guarantee from a nationalized / scheduled bank for an amount of 10% (ten percent) of the value of the order as a contract security. This bank guarantee shall be submitted within 15 days of receipt of work order and shall be kept valid for a period exceeding the scheduled completion date by two months with claim period of further six months. In the event of extension of completion date, the validity of the bank guarantee shall be suitably extended on stamp paper worth Rs. 250/- or as per the prevailing legal requirements / any other amount as per the C.G. State Stamp Duty Act in the prescribed form of CSPTCL.

2.03 **No interest shall be paid by CSPTCL on the security deposit.**

In case of non-fulfilment of contractual obligations by the contractor the earnest money / security deposit shall be forfeited.

2.04 The security deposit shall be released only on successful completion of work and after issue of No dues certificate by OIC of the awarded work.

**3 PRICES**

BIDDERS are required to quote the rate in the manner specified in schedule-III of the specification for the items specified there in both in figures and words. The quoted rates shall be firm **inclusive of all taxes except GST** and no increase in these rates shall be allowed under any circumstances. If contractor quote the rates for part work the tender will not be acceptable.

The rate for preparation of forest case per KM should be quoted which shall include all expenses for required maps, marking, chopping of branches, and fulfillment of revenue and forest modalities and submission of complete case to forest authority as per Indian Forest Conservation Act 1980 as amended till today.

#### **4 TAXES & DUTIES ETC.**

- (i) **Goods and service tax (GST):-** The suppliers /service providers should be registered under GST Act-2017. All items of “Price Bid” should be quoted exclusive of Goods and Service Tax (GST). Rate of GST should be mentioned in the price bid specifically at appropriate place. The suppliers /service providers shall have to disclose the taxes separately. Any variation in GST within scheduled completion period shall be to the account of CSPTCL. If the rate of applicable GST beyond contractual completion period undergoes upward revision, the payment will continue to be made only on the basis of rates prevailing during completion period. In case the rate of GST undergoes downward revision then the delayed works beyond contractual completion period will attract reduced rate of GST. CSPTCL GST Registration No. is 22AADCC5773E1ZX.
- ii. **Cess under “Building and other Construction Workers Act, 1996:-** The contractor for carrying out any construction work in Chhattisgarh State must get themselves registered from the Registering office under section 7 (1) of the “Building and other Construction Workers Act, 1996” and rules made thereto by the Chhattisgarh Govt. and submit certificate of Registration issued from the registering officer of the Chhattisgarh Govt. (Labour Deptt.) for enforcement of this Act. The cess @ 1% of the cost of construction work shall be borne by the contractor and same shall be deducted from each bill. Any variation in this respect within scheduled completion period shall be to the account of CSPTCL.  
If the rate of applicable cess beyond contractual completion period undergoes upward revision, the payment will continue to be made only on the basis of rates prevailing during completion period. In case the rate of cess undergoes downward revision then the delayed works beyond contractual completion period will attract reduced rate of cess.
- iii. **Payment of other taxes/duties/levies/charges which are not described above:-** The bidder should be aware of the various taxes, duties, levies imposed by the Central Government, State Government / local bodies applicable in the present contract as on the date of TC bid opening. Further, in the price bid, it should be specifically stated regarding each tax / duty whether it is inclusive or exclusive. However, if there is no specific mention of any tax/duties/levies as exclusive in the price bid, it will be presumed to be inclusive if it is applicable as on the date of TC bid opening and will not be paid extra.  
But if any new tax/ duty/ levy is imposed either by central Government or by Stat Govt. / local authorities after the date of opening of T.C. Bid, the same shall be payable by CSPTCL extra within stipulated completion period on production of documentary evidence. However, tax due to increase of Turnover or withdrawal of tax exemption earlier available to the vendor etc. will not be reimbursed.
- iv. **Income Tax: -** Income Tax will be deducted at source as per rules enforced.

#### **5 INSURANCE**

- (a) The contractor shall arrange insurance coverage for the men and materials at his custody and Line under execution and shall keep it insured against loss by theft, destruction or damage by fire, flood, undue exposure to the weather or through riot, civil commotion, war or rebellion, for the full value of the line till the time of delivery until the line is taken over as per relevant clause of this specification. This insurance shall also cover loss by theft at site/line

- (b) The bidder shall ensure following insurances also: -
- (i) Workmen Compensation Insurance: - This shall protect against claims applicable against workmen's Compensation Act 1948 (Govt. of India). This liability shall not be less than
 

Workmen's Compensation	- As per Statutory Provisions
Employees Liability	- As per Statutory Provisions
  - (ii) Comprehensive Automobile Insurance :- This insurance shall be in such a form to protect the contractor against all claims for injuries, disability, disease and death of members of public including purchasers men and damage to property of others arising from use of motor vehicle during on or off the site operation irrespective of ownership of such vehicles.
- Comprehensive General Liability insurance: It shall protect contractor against all claims arising from injury disability, disease or death of public or damage to property due to act of contractor or his representative.
- All costs on account of Insurance liabilities covered under the contract will be on contractor's account and will be included in contract price. The contractor shall cover insurance with Indian Insurance Companies only.
- The bidder shall ensure to take all the insurances as per Statutory Provisions.
- It would be mandatory on contract part to keep the insurance valid till contractual period or extended period. The contractor shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the portion of the works damaged or lost. The transfer of title shall not in any way relieve the contractor of the above responsibilities during the period of the contract.

## **6 SUBLETTING OF CONTRACT**

The contractor shall not without the consent in writing of the Engineer or purchaser, assign or sublet his contract, or any substantial part thereof, other than for minor part or for any part of the work provided that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

## **7 EXTRA WORKS**

The rates for work not included in the schedule will be decided upon, when any necessity arises during the execution of the work by negotiations between the Board and the contractor. The contractor shall perform the work on the terms and conditions as mutually agreed upon.

## **8 IDLE / MOBILIZATION / DEMOBILIZATION CHARGES**

No idle / Mobilization / Demobilization charges will be payable by the CSPTCL for any reason whatsoever to the contractor for stoppage of work.

## **9 TERMS OF PAYMENT**

The contractor shall present at the end of each calendar month a bill for the works completed, inspected and duly certified by CSPTCL Engineer in charge, during the month at the charges/rates accepted. 90% value of the work done along with full GST applicable shall be paid usually within a period of one month from the date of presentation of the bills. However no interest shall be payable on delayed payment if any. The payment will be done through Electronic mode i.e. RTGS, NEFT etc. / account payee Cheque. Balance 10% shall be retained by the CSPTCL which shall be released after satisfactory completion of the entire work.

**10 PENALTY FOR DELAY IN COMPLETION OF CONTRACT**

- a. If the contractor fails to perform the work within the specified period given in the order or extension granted thereof, with respect of successful completion of work, the Contractor shall pay to CSPTCL as liquidated damages, a sum of half percent (0.5%) of the basic contract price exclusive of GST of work for each calendar week or part thereof of delay on cost of uncompleted portion of the work. The total penalty shall not exceed 5% (five percent) of the total contract price exclusive of GST.
- b. The payment or deduction of such damages shall not relieve the contractor from obligations to complete the works, or from any of other obligations and liability under the contract.

**11 EXTENSION OF TIME**

If the completion of work is delayed due to reason beyond the control of the contractor such as strikes, lockouts, fire accident, delay in approval of drawings, force majeure conditions etc, then the contractor shall request to the CSPTCL in writing of his claim for an extension of time without delay. The CSPTCL on receipt of such request with supporting documents may agree to extend the contract date of the work as may be reasonable but without prejudice to other terms and conditions of the contract.

**12 RESPONSIBILITY FOR OBTAINING INFORMATION AND TAKING ACTION IN TIME**

Whenever any information or clarification in respect of execution of work covered under this specification has to be obtained from various authorities, the contractor shall be responsible for taking action well in time so that there are no delays on this account. The completion period offered in the tender shall be deemed to include the time taken for such incidental works. Request for extension of the completion period on such ground will not be entertained.

**13 PERMITS AND PRIORTIES:**

The contractor shall obtain the necessary permits / license / permission, if any, required for the execution of the contract, as per central /state / local statutory bodies at his cost.

The CSPTCL may, however, furnish to the contractor such certificates as may be required for the necessary permits / priorities for the execution or works, if Board considers the demand justified.

The CSPTCL will, however, not be responsible for the delay in execution of contract, if permits / priorities are not granted in time.

**14 TOOLS AND PLANTS TO BE ARRANGED BY THE CONTRACTOR**

The contractor will have to arrange at his cost all tools, plant and equipments for execution of work covered under this specification. The contractor will furnish in the list of all tools and plants, which are available with him.

**15 ENGINEER's SUPERVISION;**

All the works shall be carried-out under the direction and to the reasonable satisfaction of the Engineer. The contractor shall be responsible for the correctness of the positions, levels and dimensions of the works notwithstanding that he may have been assisted by the Engineer in setting out the same.

**16 ENGINEER'S DECISIONS**

In respect of all matters which are left to the decision of the Engineer, including the granting of or withholding of certificates, the Engineer shall, if required so to do by the contractor, give in writing a decision thereon, and his reasons for such decision. All decisions of the Engineer shall be subject to the right of arbitration reserved by these general conditions.

**17 CONTRACTOR'S REPRESENTATIVE AND WORKMAN.**

The contractor shall employ at least one competent representative, whose name or names shall have previously been communicated in writing to the Engineer by the contractor to supervise and carrying-out of the work. The said representative or if more than one shall be employed, then one of such representatives, shall be present on the site during working hours, and any written orders or instructions which the Engineer or his duly authorized representative whose name shall have been previously communicated in writing to the contractor may give to the said representative of the contractor shall be deemed to have been given to the contractor.

The Engineer shall be at liberty to object to any representative or person employed by the contractor in the execution of or otherwise about the works who shall misconduct himself or be incompetent or negligent, and the contractor shall remove the person so objected to upon the receipt from the Engineer of notice in writing requiring him so to do and shall provide in his place a competent representative at the contractor's expense.

**18 SECRECY**

The contractor shall treat the details of the specification and other documents as private and confidential and they shall not be reproduced without written authorization from CSPTCL.

**19 SAFETY PRECAUTIONS**

The work will be carried out by observing all the rules and regulation regarding safety from any type of accident.

**20 INSPECTION**

The Engineer in Charge or his authorized representative(s) shall be entitled at all reasonable times, access to the contractor's premises or works to inspect and examine the workmanship of the work thereof, for which all the reasonable necessary assistance shall be rendered by the contractor without any extra commitment. Such inspection will not relieve the contractor from their obligations under this contract.

The Engineer shall on giving seven day's notice in writing to the contractor setting out any grounds of objection which he may have in respect of the work, be at liberty to reject all or any part of the work or workmanship the subject of any of the said grounds of objection, which in his opinion are not in accordance with the contract or are in his opinion defective for any reason whatsoever. Such notice shall be sent to the contractor within reasonable time after the ground upon which such notice is based have come to the knowledge of the Engineer.

**21 ACCESS TO SITE AND WORK ON SITE:**

Suitable access to and possession of the site shall be afforded to the contractor by the purchaser in reasonable time. In case of day-to-day minor problem if faced for execution of work in respect of access to the site and other local problem the same

would be solved by the contractor. However, the purchaser would extend necessary co-operation / assistance in this respect. The necessary road permits required for transportation of men / material would be arranged by the contractor at his own cost. In the execution of the work, no persons other than the contractor or his duly appointed representative, sub-contractor's and workmen shall be allowed to do work on the site, except by the special permission, in writing of the Engineer or his representative, but access to the works at all times all be accorded to the Engineer and his representative and other authorized officials or representatives of the purchaser. Nevertheless, the contractor shall permit the execution of the work by other contractors or tradesmen whose names shall have been previously communicated in writing to the contractor by the Engineer and afford them every facility for the execution of their several works simultaneously with his own. The contractor shall provide all the skilled and unskilled labour necessary for the execution of work included in the contract.

## **22 NEGLIGENCE**

If the contractor shall neglect to execute the work due to negligence and expedition, or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer in connection with the work, or shall contravene the provisions of the contract, the purchaser may give seven days notice, in writing, to the contractor, to make good the failure, neglect, or contravention complained of, should the contractor fail to comply with the notice within a reasonable time from the date of service thereof in the case of a failure, neglect, or contravention capable of being made good within that time, or otherwise within such time as may be reasonably necessary for making it good, then and in such case the purchaser shall be at liberty to employ other workmen, and forthwith perform such work as the contractor may have neglected to, or if the purchaser shall think fit, it shall be lawful for him to take the work wholly, or in part, out of contractor's hands and re-contract at a reasonable price. The purchaser shall be entitled to retain and apply and balance which may be otherwise due to the contract by him to the contractor or such part thereof as may be necessary to the payment of the cost of executing such work as aforesaid.

If the cost of executing the work as aforesaid shall exceed the balance due to the contractor, and the contractor fails to make good the deficit, the said materials, tools, tackle, construction plant or other things, the property of the contractor may be sold by the purchaser, and the proceeds applied towards the payment such difference and cost of and incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be paid by the contractor on the certificate of the Engineer, but when all expenses, costs and charges incurred in the completion of the work are paid by the contractor all such material tools, construction plant or other things remaining unsold shall be removed by the contractor.

## **23 DEATH BANKRUPTCY ETC**

If the contractor shall die or commit any act of bankruptcy, or being corporation, commence to be wound up except for re-construction purposes or carry out its business under receiver, the executors, successors, or other representative in law of the estate of the contractor or any such receiver, liquidator or any person in whom the contractor may become vested, shall forthwith give notice thereof in writing to the purchaser for one month, during which he shall take all reasonable steps to prevent a stoppage of works and shall have the option of carrying out the contract subject to his or their providing such guarantee as may be required by the purchaser

but not exceeding the value of the work for time being remaining-unexecuted. In the event of stoppage of the works, the period of option under this clause shall be fourteen days only. Provided that, should the option not be exercised, the contract may be terminated by the purchaser by notice in writing to the contractor, and the same power and provisions reserved to the purchaser in the last preceding clause on taking of the work out of the contractor's hands shall immediately become operative.

## **24 LIABILITY FOR ACCIDENTS AND DAMAGE**

The contractor shall be entirely responsible for all loss, damage, or depreciation until the work is 'taken over' in accordance with relevant clause of specification.

The contractor shall during the progress of the work, properly cover up and protect the work/material from injury by exposure to the weather, and shall take every reasonable, proper, timely and useful precaution against accident or injury to the same from any cause and shall remain answerable and liable for all accidents or injuries thereto which until the same be or be deemed to be taken over as per relevant clause of this specification, may arise or be occasioned by the acts or omissions of the contractor or his workman and all losses and damages to the work/material arising from such accidents and injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the contractor and to the reasonable satisfaction of the Engineer.

Until the material shall be or be deemed to be taken over as aforesaid, the contractor shall also be liable to indemnify the purchaser in respect of all damage.

Provided that the contractor shall not be liable under the contract for any loss or profit or loss of contract for any claims made against the purchaser not already provided for in the contract, nor for any damage or injury caused by or arising from the acts of the purchaser or of others, of (save as to damage by fire as hereinafter provided) due to circumstances over which the contractor has no control, nor shall his total liability for loss, damage or injury exceed the total value of the contract.

The contractor shall be deemed to have indemnified and saved harmless the purchaser against all actions suits, claims, demands, cost of expense arising in connection with injuries, suffered prior to the date when the line shall have been taken over as per relevant clause of this specification, herein by person employed by the contractor or his sub-contractor on the works whether under the General Law or under the Workman's Compensation Act, 1923, or any other statute in force at the date of the contract dealing with the question of the liability of employers for injuries suffered by employees for injuries suffered by employees and to have taken steps properly to insure against any claim there under.

On the occurrence of an accident which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such accident intimate in writing to the concerned legal competent authorities as per rules & act enforce under intimation to Engineer-in-charge the fact of such accident. The contractor shall indemnify the CSPTCL against all loss or damage sustained by the CSPTCL resulting against all loss or damage sustained by the CSPTCL directly or indirectly including the penalties or fines if any payable by the CSPTCL as a consequence of CSPTCL's failure to give notice to the provision of the said Act in regard to such accident.

In the event of any claim being made or action brought against the CSPTCL involving the contractor and arising out of the matters referred to and in respect of which the contractor is liable, under this clause, the contractor shall be immediately



notified thereof and he shall, with the assistance if he so requires of the CSPTCL, but at the sole expense of the contractor, conduct all negotiations for the settlement of the same or of any litigation that may arise there from. In such case the CSPTCL shall, at the expense of the contractor, afford all available assistance for any such purpose.

**25 REPLACEMENT OF DEFECTIVE WORK OR MATERIAL**

If during the progress of the work the Engineer shall decide and notify in writing to the contractor that the contractor has executed any unsound or imperfect work, the contractor on receiving details of such defects or deficiency shall at his own expenses, within seven days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter the same up to the standard of the specification, and in case the contractor shall fail to do so, the purchaser may, on giving the contractor, seven days notice in writing of his intension to do so, proceed to remove the work or materials complained of, and at the cost of the contractor, perform all such work provided that nothing in this clause shall be deemed to deprive the purchaser or affect any rights under the contract which he may otherwise have in respect of such defects or deficiencies.

If due to mistake or default on part of contractor, resurvey has to be carried-out by the contractor free of cost.

**26 DEDUCTIONS FROM CONTRACT PRICE**

All costs, damages or expenses which the CSPTCL have paid, for which the contractor is liable under the contract, may be deducted by the CSPTCL from any money due / to become due by him to the contractor under the contract or may be recovered by suit or otherwise from the contractor as an arrears of land revenue.

**27 CERTIFICATE OF ENGINEER**

Every application to the Engineer for a certificate must be accompanied by a detailed invoice (in duplicate), setting forth in the order of the schedule of prices, particulars of the work executed and the certificate that such work is in accordance with the contract, shall be issued by the Engineer within a reasonable time.

The Engineer may, by any certificate make any correction or modification in any previous certificate, which shall have been issued, by him and payments shall be regulated and adjusted accordingly.

**28 CERTIFICATE NOT TO AFFECT THE RIGHTS OF THE PURCHASER OR CONTRACTOR**

No certificate of the Engineer on account nor any sum paid on account by the CSPTCL, nor any extension of time for the execution of the works by the contractor under the powers granted shall affect or prejudice the rights of CSPTCL against the contractor, or relieve the contractor of his obligations for the due performance of contract, or be interpreted as approval of the work done and no certificate shall create liability in to the CSPTCL to pay for alterations, amendments, variations or additional work not ordered in writing by the Engineer, or discharge the liability of the contractor for the payment of damages whether due, ascertained, or certified or not or of any sum against the payment of which he is bound to indemnify the CSPTCL, not shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the contractor against the CSPTCL.

**29 SUSPENSION OF WORKS**

The CSPTCL shall not pay any expenses, arising from suspension of the work / works for any reason whatsoever to the contractor.

**30 RESPONSIBILITY OF CONTRACTOR**

The contractor shall be responsible for carrying out the works covered under the scope of the contract according to the specification, Order. Deviations, if any, from the approved/specified conditions shall be brought to the notice of ED (C&LM.) CSPTCL, Dangania, Raipur (CG) 492013 through the concern Engineer, before taking up the work and his decision shall be final and communicated through Engineer. If at a later date, it is found that the contractor has carried out some work, not according to the specifications, and without taking specific approval, then in that case, all the payments made to the contractor for carrying out such works shall be recovered and the contractor will have to rectify the same at the rate indicated in the order for carrying out such works without extension of time.

**31 CONTRACTORS DEFAULT LIABILITY**

The CSPTCL may upon written notice of default to the contractor terminate the contract in circumstances detailed here under:-

(I) If, in the judgement of CSPTCL, the contractor fails to

(i) complete the contractual formalities within the time specified in the contact agreement or within the period for which extension has been granted by CSPTCL to the contractor.

And/or

(ii) comply with nay of the provisions of this contract.

In such case (s) CSPTCL under the provisions of this contract shall take one or more of the following penal actions:-

(a) Terminate the contract.

(b) Forfeiture of EMD and/or Security deposit, if available.

(c) Debar the firm for future business with CSPTCL for a period of two years from the date of issue of letter to this effect.

(d) This debarring may be applicable in respect of other Chhattisgarh State Power Companies also as may be decided by their management.

(II) In case the contractor fails to commence the work within the reasonable period as decided by CSPTCL or fails to complete the works within the contractual completion period or the progress is not commensurate with the time period provided for completion of entire substation or within a period for which extension has been granted by CSPTCL, one or more of following penal actions may be taken by CSPTCL against the contractor.

(a) Terminate the contract.

(b) Forfeiture of security deposit, if available.

(c) Debar the firm for future business with CSPTCL for a period of two years from the date of issue of letter to this effect.

(d) This debarring may be applicable in respect of other Chhattisgarh State Power Companies also as may be decided by their management.

(e) The payment of pending RA bills of the instant contract shall be withheld.

(f) The payment of pending RA bills of the other running contracts shall also be withheld.

In case the work included in the tender is not completed in accordance to relevant clause of the tender “completion of work” and CSPTCL does not terminate the contract, the contractor shall continue to execute the work, in which case he shall be liable to CSPTCL for deduction of liquidated damages for delay as per relevant clause of this contract until the project is completed.

### **32 REJECTION OF WORKS**

In the event of any of the work done by the contractor is found defective workmanship or otherwise not in conformity with the requirement of this contract specification, the CSPTCL shall either reject the work or request the contractor to rectify the same. The contractor on receipt of such notices shall rectify the work free of cost. If the contractor fails to do so the CSPTCL may: -

- a) As its option replace or rectify such defective materials and/or works and recover the extra cost so involved from the contractor plus fifteen percent from the contractor and/or terminate the contract for balance work/supplies with enforcement of penalty as per contract.

Defective workmanship will not be accepted under any conditions and shall be rejected outright without compensation. The contractor shall be liable for any loss/damage sustained by CSPTCL.

### **33 SETTLEMENT OF DISPUTES**

- a) Except as otherwise specifically provided in the contract, all disputes concerning question of fact arising under the contract shall be decided by CSPTCL provided a written appeal by the contractor is made to CSPTCL. The decision of CSPTCL shall be final to the parties hereto.
- b) Any disputes or difference including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible be settled amicably between parties. If amicable settlement cannot be reached then all disputes issues shall be settled by Arbitration as provided in this contract.

### **34 ARBITRATION**

- a) No dispute or difference arising between the contractor and the Owner under or relating to or in connection with the Contract shall be referred to Arbitration unless an attempt has first been made to settle the same amicably.
- b) Where any dispute is not resolved amicably then such disputes shall be referred to & settled by Arbitration under and in accordance with the provisions of the Arbitration and Conciliation Act 1996 and any statutory modification thereof, by three Arbitrators. One to be appointed by each party and the third to be appointed by the two Arbitrators appointed by the parties at the commencement of Arbitration proceedings and failing agreement between them, in accordance with said Act, the third Arbitrator so appointed shall act as the presiding Arbitrator. The award shall be final and binding upon the parties. The venue of Arbitration shall be Raipur.
- c) The language of the arbitration proceedings and of all documents and communications between the parties shall be English. Arbitration award shall be speaking, final and binding.
- d) Notwithstanding anything to the contrary contained herein the work under the Contract shall continue during the pendency of any disputes or differences in Arbitration proceedings and no payment due from the Owner shall be withheld on account of such proceedings except to the extent which may be in dispute and the

Owner shall be entitled to make recoveries of amounts, if any, due from the Contractor, as per the provisions of the Contract.

**35 LAWS GOVERNING CONTRACT**

The contract shall be constructed according to and subject to the Laws of India and jurisdiction of the High Court of Chhattisgarh.

**36 JURISDICTION**

Any dispute or difference, arising under, out of or about this tender/ contract order shall be subject to exclusive jurisdiction of competent Court/Bench/Tribunal/Council at Raipur only from where the order has been placed and not in any other Court /Bench/Tribunal/Council.

**37 CORRESPONDENCE**

- a) Any notice to the contractor under the terms of the contract shall be served by registered mail or by hand to the authorized local representative of the contractor and copy by post to the contractor's place of business.
- b) Any notice to CSPTCL shall be served to the Executive Director (C&LM), CSPTCL, Dangania, Raipur (CG) 492013 in same manner.

**38 HEADINGS**

The subject headings of any clause hereof shall not, in any manner whatsoever, affect the interpretation of such clause.

**39 DEVIATION FROM SPECIFICATIONS**

No deviation/departure from the tender specification in any respect is allowed. In questionnaire, Bidder must confirm that the all terms & conditions of this tender specification are agreeable to them in to to. In case of any departure the price-bid will not be opened and will be returned unopened.

**40 QUESTIONNAIRE**

The Questionnaire schedule enclosed herewith contains a set of question and Bidder is requested to answer each and every question clearly and without ambiguity.

**41 CHECK LIST**

The checklist in respect of various schedules etc. required to be submitted by the Bidder without which the tender will be considered incomplete and liable for rejection. The Bidder should submit all schedules duly filled-in alongwith their offer.

**SECTION-III**  
**TECHINICAL SPECIFICATION FOR SURVEY WORK**

**1. SCOPE OF WORK**

The scope of work covers Job work carrying out of DGPS survey of sub-station & CA land, providing soft & hard copy of Geo-referenced map prepared by using DGPS or Total Station, survey of India Toposheet indicating boundary alongwith preparation of soft and hard copy of KML & shape file etc. for 2<sup>nd</sup> phase forest clearance of 220/132 KV S/s Vishrampur..

2. The contractor shall submit the Geo-referenced map on toposheet and KML files for Compensatory Afforestation area. After completion of the work, the contractor shall be submit the KML / Shape files in soft copy with CD and hard copy in colored topo sheet in 07 sets.

**3. STATUTORY PAYMENTS:-**

All statutory payments to Government and charges of required map / topo sheet/ vegetation maps etc. shall be borne and made by the CSPTCL.

**SCHEDULE – 1**  
COMPLETION SCHEDULE  
(Based on Acceptance of Offer)

S No.	Description of work	Period in weeks from the date of Handing over of the site. Commencement completion

Date

Signature :

Place

Name :

Status :

Seal of the Bidder :

## **SCHEDULE –II**

### **QUESTIONNAIRE**

Note: The Bidders may please note that submission of this questionnaire duly and properly filled-in is essential While filling in entries against the questions given below no reference should be made to comments entered elsewhere in the tender. All queries should be answered and these answers should be complete in themselves. Please note that none of the column should be left blank and clear reply against all columns should be furnished. In case this is not done the offer will be liable for rejection.

1. Name and address of Bidder

Tele:

E-mail

2. Whether the required earnest money has been furnished by you, if yes.
  - (i) In which form
  - (ii) Amount of earnest money furnished.
- 3 Whether bidder is participating in instant tender as sole bidder
- 4 Turn over details of last five years
  - (i)
  - (ii)
  - (iii)
  - (iv)
  - (v)
5. Have you attached income-tax clearance certificate.
6. Whether a list orders executed by you enclosed with full particulars of nature of work done.
7. Whether certificate of competent authority as a proof of having completed survey of line successfully have been furnished.
8. Whether Prices/Rates are firm.  
(Please quote the firm rates only).

9. What is the validity period of your offer.  
(Required 180 days as per specification)
10. Whether details of technical man power of  
head office and field organization furnished.
11. Have you furnished the power of attorney  
in respect of the person signing the tender  
on behalf of Bidder.
12. (i) Whether your firm is partnership firm.  
  
(ii) If so, indicate the name(s), complete  
address and designation of all partners.
13. Whether profit and loss account and  
balance sheets for the last 5 years  
have been furnished by you.
14. Whether you agree to clause for arranging  
T&P and vehicles.
15. Please refer to clause 39 (section-II)  
(No deviation clause) whether same is  
acceptable to you, (please note if your  
answer is no your price-bid will not be  
opened and will be returned unopened)
16. Whether check list has been enclosed.
17. Integrity Pact in the prescribed format  
executed in non judicial stamp paper  
worth Rs.250/- has been enclosed

Date  
Place

Signature :  
Name :  
Status :  
Seal of the Bidder :

Note: The Bidder should use above questionnaire sheets in original for furnishing reply alongwith his offer. However, if separate sheets are used for this questionnaire it may please be ensured that the serial order and language of questions is maintained. Copies of the documents must be enclosed in support.



SCHEDULE – III					
PRICE BID (CONSTRUCTION CHARGES)					
DGPS survey of sub-station & CA land and preparation of KML & Shape file for diversion of Forest land for 220/132 KV S/s Vishrampur (TR-445)					
S No	PARTICULARS	QTY	Unit	Rate	TOT. AMT. (in Rs)
1	2	3	4	5	6
<b>A</b>					
1	DGPS Survey of 220/132 KV Vishrampur substation (12.66 Hect.) and CA Land (25.50 Hect) (Total 38.16 Hect), providing soft & hard copy of Geo-referenced map prepared by using DGPS or Total Station (map indicating location of alternative examined KML file on google, the same may be downloaded and then open if google earth is install in computer), Survey of India Toposheet indicating boundary, preparation of soft & hard copy of KML & Shape file and required documents for obtaining stage-II clearance from MOEF etc.	1	Job		
<b>Total of A (1)</b>					
<b>B</b>					
1	GST (indicate the applicable rate in column 5 & its amount in column 6)				
<b>Total of B</b>					
<b>Grand Total (A + B )</b>					
<b>Grand Total in words – Rs.</b>					

**Date :**

**Signature:**

**Place :**

**Name:**

**Date :**

**Seal :**

**Note :-**

1. The above quantities are provisional & may vary during actual execution of the work as per approved profile.
2. The Rates will be FIRM during entire contractual period and no any other charges/duties other than mentioned above will be payable by CSPTCL.

3. All items of “Price Bid” should be quoted exclusive of Goods and Service Tax (GST). Rate of GST should be mentioned in the price bid specifically at appropriate place. The suppliers /service providers shall have to disclose the taxes separately. Any variation in GST within scheduled completion period shall be to the account of CSPTCL. If the rate of applicable GST beyond contractual completion period undergoes upward revision, the payment will continue to be made only on the basis of rates prevailing during completion period. In case the rate of GST undergoes downward revision then the delayed works beyond contractual completion period will attract reduced rate of GST. CSPTCL GST Registration No. is 22AADCC5773E1ZX.
4. **All statutory payments to Government and charges of required map / topo sheet/ vegetation maps etc. shall be borne and made by the CSPTCL.**
5. **No any correspondence shall be made regarding submission of document related to PQR after opening of Techno-Commercial bid.**

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**SCHEDULE-IV**  
**PRE-CONTRACT INTEGRITY PACT**

*(On non-judicial stamp paper worth Rs.250/- duly signed by the bidder along with the  
Techno-Commercial bid)*

**1. GENERAL**

- 1.1 This pre-bid contract Agreement (herein called the Integrity Pact) is made on.....day of the month .....20..., between the CSPTCL acting through Shri.....ED/CE (C&LM), CSPTCL (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service) and M/s.....represented by Shri..... Chief Executive Officer (hereinafter called the “BIDDER/Seller”, which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) and the Second Party, is willing to offer/has offered.
- 1.2 WHEREAS the BIDDER is a Private Company/Public Company/ Government undertaking / Partnership / Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government, performing its function on behalf of the CSPTCL.

**2. OBJECTIVES**

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

2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

**3. COMMITMENTS OF THE BUYER**

The BUYER commits itself to the following:-

- 3.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves 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 a Pay Order in favour of.....
  - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guarantee sum to the .....(BUYER).....on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 6.2. The Security Deposit shall be valid up to a period till complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period.
- 6.3. In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **7. SANCTIONS FOR VIOLATIONS**

- 7.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with Interest thereon 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - (vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - (vii) To debar the BIDDER from participating in future bidding processes of the CSPTCL for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broker 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 acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term "close relative" for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant

by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependant upon Government servant.

- (xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

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

## **8. INDEPENDENT MONITORS**

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

## **09. FACILITATION OF INVESTIGATION**

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

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

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

## 11. OTHER LEGAL ACTIONS

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

## 12. VALIDITY

- 12.1 The validity of this integrity Pact shall be from the date of its signing and extend up to 2 years or the complete execution of the contract to the satisfaction of both the BUYER and 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  
ED (C&LM)  
CSPTCL, Raipur

BIDDER  
CHIEF EXECUTIVE OFFICER  
Department/PSU

**Witness**

**Witness**

(i)..... (i).....

.....

(ii).....(ii).....

.....



### CHECK-LIST

S. No	Item	Reference	Declaration (strikeout whichever is not applicable)
1	Earnest money / Tender Cost enclosed	Page No -	Yes / No
2	Copy of work orders and its performance / completion certificate (last 3 years)	Page No -	Yes / No
3.	Copy of turn-over certificate issued by CA	Page No -	Yes / No
4.	Copy of EPF Registration (Allotted by EPF commissioner) or Undertaking	Page No -	Yes/No
5.	Copy of labour license or Undertaking	Page No -	Yes/No
6.	List of qualifying staff, survey instrument, T&P, transport facilities available with the Bidder	Page No -	Yes/No
7.	Completion schedule enclosed duly filled-in.	Page No -	Yes / No
8.	Questionnaire enclosed duly filled-in.	Page No -	Yes / No
9.	Duly signed Un-priced / un-filled price schedule with T/c bid	Page No -	Yes/No
10	Integrity pact in the prescribed format executed in non judicial stamp paper worth Rs.250/- duly signed by witness has been enclosed.	Page No -	Yes/No
11	Bank A/c Details with cancelled cheque / vendor No. with CSPTCL.	Page No -	Yes / No
12	Tender Book duly sealed & signed.	Page No -	Yes/No
13	Certified copies of PAN and GST registration	Page No -	Yes/No
14	Offer-form (Price Bid) enclosed	Page No -	Yes / No

**NOTE: No any correspondence shall be made regarding submission of document related to PQR after opening of Techno-Commercial bid.**

Date  
Place

Signature :  
Name :  
Status :  
Seal of the Bidder :