

CHHATTISGARH STATE POWER TRANSMISSION CO. LTD
OFFICE OF THE EXECUTIVE DIRECTOR (C&LM)
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- 473

Tree cutting work (गैर ईमारती) under Antagarh Tehsil (26.86 km) for construction of 132 KV DCDS Bhanupratappur-Rawghat line within 27 mtr line corridor at Pvt. land on labour contract basis

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

Cost of Tender :- i) Rs. 1680/- (Incl. 12% GST) Purchase from O/o ED (C&LM)
ii) Rs. 1770/- (Incl. 18% GST) if downloaded from website

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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 execute and do the work and things which are described or referred to in the enclosures & Annexure to the specification, are to be 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.

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 clarification after opening of the bid which may in any way alter the offered prices.

Dated, thisday of20....

Bidder's signature -----

Name & -----

Address -----

Company Seal -----

Note – This form must be returned in original while submitting the offer.

CIN-U40108CT2003SGC015820

GSTN-22AADCC5773E1ZX

CHHATTISGARH STATE POWER TRANSMISSION COMPANY LIMITED

OFFICE OF THE EXECUTIVE DIRECTOR (C&LM)

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

Website: www.cspc.co.in E-Mail- ce.eht@cspc.co.in Phone no. 0771 – 2574221, 2574224 Fax No.2574222

ED/ C&LM/Works/TR-473/

Raipur Date-

NOTICE INVITING TENDER

Sealed tenders are invited for following EHV work on labour contract basis:

TR No	Name of work	EMD (Rs)	Cost of tender form (Rs) (Incl. GST)		Date of opening
			Printed tender form	Downloaded from website	
TR-473	Tree cutting (गैर ईमारती) work under Antagarh Tehsil for construction of 132 KV DCDS Bhanupratappur-Rawghat line within 27 mtr line corridor at Pvt. Land.	11,000/-	1680/-	1770/-	

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. 1680.00 (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) and required tender fee **Rs. 1770.00 (Including GST) (nonrefundable)** 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 who download the documents 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.

-sd-

EXECUTIVE DIRECTOR (C&LM)
CSPTCL-RAIPUR

SECTION-I
INSTRUCTION TO THE BIDDERS

Sealed tenders are invited from experienced eligible bidders for Tree cutting (गैर ईमारती) work under Antagarh Tehsil (26.86 km) for construction of 132 KV DCDS Bhanupratappur-Rawghat line within 27 mtr line corridor at Pvt. land on labour contract basis:

- | | | | |
|---|--------------------------------------|---|---|
| 1 | Tender specification No. | : | TR-473 |
| 2 | Due date of opening of Tender | : | ----- at 15:30 Hrs.
(In case due date of tender opening is declared as holiday then the particular date will automatically get shifted to next working day) |
| 3 | Cost of Tender Documents | : | i) Rs. 1680/- (Incl. 12% GST)
Purchase from O/o ED (C&LM)
ii) Rs. 1770/- (Incl. 18% GST) if
downloaded from website |
| 4 | Scope of the work | : | The work includes tree cutting within the belt of 132 KV DCDS Bhanupratappur-Rawghat line |
| 5 | Earnest money | : | Rs. 11,000/- (accepted in the form of DD only, in favour of Manager, (RAO-HQ), CSPTCL, Raipur and the EMD will be returned after the finalization of tender. Without Earnest Money tender will be disqualified. |
| 6 | Completion Period | : | 03 months from the date of order. |

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 related to documents after opening of Techno-Commercial bid.**

1. SCOPE OF WORK

The work includes tree cutting (गैर ईमारती) work under Antagarh Tehsil (26.86 km) for construction of 132 KV DCDS Bhanupratappur-Rawghat line within 27 mtr line corridor at Pvt. land on labour contract basis. The trees after cutting shall be handed over to owner of the trees.

2. PRE-BID QUALIFICATIONS/ REQUIREMENTS:-

- (i) The minimum average annual turn over (MAAT) of the bidder should be at least **Rs. 3,30,000/-** (Three lakh Thirty thousand only) for the last three financial years i.e. 2017-18, 2018-19 & 2019-20. The turn over of the bidder should be certified by C.A. or should submit a certificate of C.A. regarding.
- (ii) The contractor should have valid A-Class Electrical License issued by competent authority of C.G. Govt. & it should be submitted along with the offer; otherwise offer is liable for rejection without notice.
- (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 effect 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.
- (vi) 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 effect 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.

No any correspondence shall be made related to documents after opening of Techno-Commercial bid.

3. EMD

- (i) The bidder will submit EMD amounting Rs. 11,000.00 (Rs. Eleven Thousand 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.

4. 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).

5. 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

6. 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.

7. 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 work 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.

8. EVALUATION OF BIDS: -

- (i) The evaluation of bids will be done by comparing the total of prices of all the items, which are needed for completion of work.
- (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.

9. 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.

10. COMPLETION PERIOD: -

Time being the essence of contract, tree cutting work under Antagarh Tehsil for construction of 132 KV DCDS Bhanupratappur-Rawghat line within 27 mtr line corridor at Pvt. land on labour contract basis should be completed within 3 (three) calendar months from the date of order. The contractor shall ensure to complete the work within aforesaid stipulated period.

11. 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.

12. 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.

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

14. If the firm is partnership firm, the names of the firms, its complete address and designation of all the partners may be furnished.
15. **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 TERMS AND CONDITIONS

1. The rate is to be quoted as per details given in the Annexure-IV, i.e. Offer Form/Price bid and if there is any over writing / cutting on the same should be attested with seal and signature of the bidder, other wise the offer will be rejected which may be noted.
2. The rates should be quoted for labour charges for tree cutting within the belt of 132 KV DCDS Bhanupratappur-Rawghat line inclusive of all the charges excluding GST. The liability of GST shall be borne by CSPTCL.
3. The rates for tree cutting within the belt of 132 KV DCDS Bhanupratappur-Rawghat line should be quoted girth wise. The rates quoted should be firm rates (including of all taxes and excluding GST). In the event of revision of quantity on completion of works, total value of work shall be worked out with the unit rates of other bidders. In case the total value when calculated with unit rate of other bidder (viz L-2 or so on) is found lower than the revised value of order value, the total payment shall be limited to the lower of the two. This condition may be kept in view while quoting the rates.
4. The contractor should have adequate T&P for execution of the works covered under scope of the tender specification.
5. The contractor will have to execute an agreement with CSPTCL within 15 (fifteen) days from the date of issue of order, on non judicial stamp paper worth Rs. 300/- with a revenue stamp Rs.1/- affixed thereon, both the cost borne by the contractor failing which, the contract may be cancelled.
6. The contractor will have to deposit 10% amount of the contract price towards security deposit at the time of execution of agreement. The SD will have to be deposited in the form of bank guarantee from a nationalized / scheduled bank shall be kept valid for a period exceeding the scheduled completion date by two months with further claim period of six months or in the form of FDR/TDR/Deposit receipt pledged in favour of Manager RAO-HQ, CSPTCL, Raipur payable at Raipur valid up to scheduled completion date plus eight months.
7. The security deposit will be released after completion of the work satisfactorily & performance of the work certified by the concerned EE. No interest shall be paid by CSPTCL on security deposit. In case of non-fulfillment of contractual obligations by the contractor; the security deposit shall be forfeited. The desired document on this behalf i.e. Insurance certificate, license, EPF cases, payment to laboures on Govt. / Collector rate etc. should be furnished to concern OIC of the work.
8. **TAXES & CESS 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. **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.

- iii. **Income Tax:** - Income Tax will be deducted at source as per rules enforced.

9. The work will be carried out by observing all the rules and regulations regarding safety and any type of accident which if takes places would be the contractor's responsibility. The contractor shall be responsible for payment of all compensation as applicable from time to time to their workmen engaged on the work in the event of any accident. The necessary insurance cover for engaged person should be submitted by the contractor to the OIC i.e. EE (EHT: Const.) Dn., Bhilai before commencement of work.
10. The tree cutting work should be done by observing all the rules & regulations and as per instruction issued by the OIC of the work for maintaining the requisite belt width as per IE rule and Govt. Rule. The tree / plant / bushes / branches being cut should be removed from the belt width of 27 Mtr/ Line.
11. The girth wise details of the trees to be cut should be intimated by the OIC i.e. EE (EHT: Const.) Dn., Bhilai or his authorized representative to the contractor. Before starting the work, contractor has to intimate to concerned owner of the tree so that there should not be any complications/disputes/problem in work execution. Objection /obstacle raised by owner should be brought to the knowledge of OIC of the work and it should be resolved to entire satisfaction of owner.
12. After tree cutting / chopping of bushes / branches / trimming work sizable logs shall be handed over to owner of the trees as per their requirement. No tree should be cut other than those, whose compensation has been paid.
13. The trees/ plants/ bushes/ chopped branches to be cut should be taken away from the corridor of EHV line.
14. The required T&Ps for cutting of trees/ bushes / branches / shall be arranged by the contractor.
15. In case, damage of the CSPTCL line by the contractor / labour during execution of work, it is sole responsibility of the contractor to intimate same to CSPTCL for its rectification. The entire cost of loss due to damage will be recovered from the contractor.

16. 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 any 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 liable to CSPTCL for deduction of liquidated damages for delay as per relevant clause of this contract until the project is completed.

17. The work included in this tender will have to be completed within 03 months from the date of order.

18. The quantum of works is tentative and may be changed during execution of work depending upon site condition. However, the payment will be made as per unit rate and work actually executed at site.

19. 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 and handing over of the completed work by the contractor.
20. The OIC of the work will be EE (EHT: Const.) Dn., Bhilai. The work will have to be completed under supervision/ instruction of EE (EHT: Const.) Dn., Bhilai or his authorized representative.
21. The hire charges @ 2% per month or part thereof for issuing T&P etc. will be imposed on the basis of the cost of material / T&P including store incidental charges plus supervision charges.
22. **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.
23. In the event of contractor committing a breach on any of the terms & condition laid down in the contract at any time for performance in their duties, the CSPTCL may forfeit security deposit and terminate the agreement by giving notice in writing in this behalf. Any dispute arising out of this contract, the ED (C&LM) CSPTCL, Raipur whose decision in the matter shall be final and binding on contractor.
24. Company will not be responsible in respect of any accident loss or liability directly or indirectly, remotely occurred or caused, sustained or incurred in the event of death of persons(s) employed by the contractor during the execution of work.
25. As per the statutory obligation under PF Act. As amended, the contractor will have to furnish full particulars of PF / EPF / EDCEL contribution in respect of employees engaged.
26. All suits / litigation for proceeding relating to any dispute of claim arising out of the course of performance of the contract shall be made only in the court of Law at Raipur.
27. The payment of labour should be done / paid as per Govt./ Collector rate before CSPTCL representative and concerned division should ensure compliance of CSPTCL circular/rule.

28. The labour engaged by the contractor should be insured under the Workmen Compensation Act by the contractor during the entire period of contract including extended time, if any to safe guard CSPTCL/ own interest. The contractor has to arrange all safety appliances to their labour & safety should be followed strictly.
29. The EPF rule should be followed strictly and certificate of declaration, deduction of EPF of labour engaged & deposit of EPF etc. be submitted.
30. The work is to be carried out in the protected / specific / charged line / location and the work will be carried out following rules & regulation as per the directions issued by EE (EHT: Const.) Dn., Bhilai.
31. Extension order maximum to 50 % of the total quantity within 6 month from the date of order may be placed on same rates, terms & conditions of the original order.
32. Rules and regulation should strictly be followed by the contractor and their persons engaged on the work.
33. The ED (C&LM) CSPTCL, Raipur reserves the rights to amend or cancel the tender / offers at any stage, without assigning any reason what so ever.

EXECUTIVE DIRECTOR (C&LM)
CSPTCL, RAIPUR

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 Turn over details of last three years

(i)

(ii)

(iii)

4. Have you attached income-tax clearance certificate.

5. Whether a list orders executed by you enclosed with full particulars of nature of work done.

6. Whether certificate of competent authority as a proof of having completed the work successfully have been furnished.

7. Whether Prices/Rates are firm.
(Please quote the firm rates only).

8. What is the validity period of your offer.
(Required 180 days as per specification)

9. Whether details of technical man power of head office and field organization furnished.

10. Have you furnished the power of attorney

in respect of the person signing the tender
on behalf of Bidder.

11. (i) Whether your firm is partnership firm.

(ii) If so, indicate the name(s), complete
address and designation of all partners.

12. Whether profit and loss account and
balance sheets for the last 5 years
have been furnished by you.

13. Whether you agree to clause for arranging
T&P and vehicles.

14. Whether check list has been enclosed.

15. 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.

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 month20..., 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 broken with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) If the BIDDER or any employee of the BIDDER or any person action on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term "close relative" for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step

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

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

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

8. INDEPENDENT MONITORS

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

BUYER
CE (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(i)	Copy of work orders and its performance / completion certificate	Page No -	Yes / No
(ii)	Copy of balance Sheet and profit & loss statement of last five year	Page No -	Yes / No
(iii)	Copy of Valid A-Class Electrical License (must be in the name of contractor)	Page No -	Yes / No
3.	Copy of EPF Registration (Allotted by EPF commissioner) or Undertaking	Page No -	Yes/No
4.	Copy of labour license or Undertaking	Page No -	Yes/No
5.	Completion schedule enclosed duly filled-in. Schedule-I	Page No -	Yes / No
6.	Questionnaire enclosed duly filled-in. Schedule-II	Page No -	Yes / No
7.	Duly signed Un-priced / un-filled price schedule with T/c bid. Schedule-III	Page No -	Yes/No
8.	Integrity pact in the prescribed format executed in non judicial stamp paper worth Rs.250/- duly signed by witness has been enclosed. Schedule-IV	Page No -	Yes/No
9.	Bank A/c Details with cancelled cheque / vendor No. with CSPTCL.	Page No -	Yes / No
10	Tender Book duly sealed & signed.	Page No -	Yes/No
11	Certified copies of PAN and GST registration	Page No -	Yes/No
12	Offer-form (Price Bid) enclosed	Page No -	Yes / No

NOTE: No any correspondence shall be made related to documents after opening of Techno-Commercial bid.

Date
Place

Signature :
Name :
Status :
Seal of the Bidder :

OFFER FORM / PRICE BID

Tree cutting (गैर ईमारती) work under Antagarh Tehsil for (26.86 km) construction of 132 KV DCDS Bhanupratappur-Rawghat line within 27 mtr line corridor at Pvt. land on labour contract basis (TR-473).

Sl No.	Particulars Cutting of trees Girth wise (Perimeter of trees)	No. of trees	Rate	Amount
1	Size 0.21 to 0.60 m girth	1446		
2	Size 0.61 to 1.20 m girth	1374		
3	Size 1.21 to 1.80 m girth	252		
4	Size above 1.81 m girth	529		
5	Bamboo Clumps/Bhira	79		
A. Total (1 to 5) (Rs.)				
B. GST @ 18 % (Rs.)				
Total (A+B) (Rs.)				

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.
4. No any correspondence shall be made related to documents after opening of Techno-Commercial bid