



CIN - U40108CT2003SGC015820
GST No. - 22AADCC5773E1ZX

CHHATTISGARH STATE POWER TRANSMISSION COMPANY LIMITED

छत्तीसगढ़ राज्य विद्युत परियोजना कम्पनी मर्यादित
(C.G. Govt. Undertaking) (छत्तीसगढ़ शासन का एक उपक्रम)
CHHATTISGARH STATE LOAD DESPATCH CENTRE: RAIPUR
छत्तीसगढ़ राज्य भार प्रेषण केन्द्र, रायपुर

PHONE: 0771- 2574172, FAX NO.: 0771-2574174
Web Site : www.sldecg.com, Email : office@sldecg.com

TENDER SPECIFICATION NO. 03-02/SLDC/LT-164

Last date for purchase- 23/11/2021 up to 17.00 HRS

Date of submission - 24/11/2021 up to 15.00 HRS

DATE OF OPENING - 24/11/2021 at 15.30 HRS

Tender for Outsourcing of Computer Operators, Technical Assistant, Line Attendant Gr.-II and Peons for Main SLDC, CSPTCL Raipur & Backup SLDC, CSPTCL, Khedamara, Bhilai for 02 Years.

Issued to

M/s -----

On payment of -----

TENDER COST:

Rs. 1000/- (Excluding GST @ 12% if purchased from Office)

(Excluding GST @ 18% if downloaded from Website)

D.D. will be in favor of Manager (RAO-HQ), CSPTCL, Raipur.

Note:- (1) This form must be returned at the time of Submitting the tender.

(2) Tender contains total 33 pages.

30/10/2021
Superintending Engineer (MO)
O/o Executive Director (LD),
SLDC, CSPTCL, Raipur

Signature with seal of the Tenderer

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CPTCL

पली एन वी एच सी पी टी सी एल

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**CHHATTISGARH STATE POWER TRANSMISSION
COMPANY LIMITED**

छत्तीसगढ़ राज्य विद्युत पारेषण कम्पनी मर्यादित

(C.G. Govt. Undertaking) (छत्तीसगढ़ शासनका एक उपक्रम)

CHHATTISGARH STATE LOAD DESPATCH CENTRE: RAIPUR

छत्तीसगढ़ राज्य भार प्रेषण केन्द्र, रायपुर

दूरभाष PHONE : 0771- 2574172, फैक्स FAX NO. 0771-2574174.

Web Site : www.sldccg.com, Email : officec@sldccg.com

No. 03-02/ED/SLDC/ LT-164/ 1193

Raipur, Dated: 30 OCT 2021

Notice Inviting Tender (NIT)

Tender for Outsourcing of Computer Operators, Technical Assistant, Line Attendant Gr.-II and Peons for Main SLDC, CSPTCL Raipur & Backup SLDC, CSPTCL, Khedamara, Bhilai for Two Years.

Sealed tenders are invited for Outsourcing of Computer Operators, Technical Assistant, Fax Operators, Line Attendant Gr.-II and Peons for Main SLDC, CSPTCL, Raipur & Backup SLDC, CSPTCL, Khedamara, Bhilai for 02 years as given hereunder:

<u>S.N.</u>	<u>Particulars</u>	<u>Qty.</u>	<u>Cost of Tender Document</u>	<u>Earnest Money</u>	<u>Last date/ time for submission of tender</u>	<u>Time for Supply</u>
1.	Computer Operator	06 Nos.	Rs.1000/- (Excl. GST @12% if purchased from office) (Excl. GST @18% if downloaded from website)	Rs. 49,500/-	24/11/2021 at 15.00 Hrs.	Immediately
2.	Technical Assistant	02 Nos.				
3.	Line Attendant Gr.-II	03 No.				
4.	Peon	04 Nos.				

Terms & Conditions:-

Tender documents (Tender form, terms and conditions etc.) can be purchased on payment of Rs. 1000/- (Excl. GST @12% if purchased from office)(Excl. GST @18% if downloaded from website) by Demand Draft (Payable to Manager (RAO-HQ), CSPTCL, Raipur - Non-refundable) from the office of the undersigned on or before 23/11/2021 up to 17:00 Hrs. Postal charges worth Rs. 200/- (Rs. Two Hundred only) should also be sent in advance by D.D. by those tenderers who desire to obtain the tender documents by Registered Post. However CSPTCL is not responsible for any postal delay.

Signature with seal of the Tenderer

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Tender documents can also be downloaded from Companies website i.e. www.cspc.co.in and www.sldecg.com in this case bidder has to deposit cost of Tender form (Non-refundable) i.e. Rs. 1000/- (Excl. GST @12% if purchased from office)(Excl. GST @18% if downloaded from website) in the form of Demand Draft, Payable to Manager (RAO-HQ), CSPTCL, Danganiya, Raipur along with tender document through separate DD at the time of submission of tender document.

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

The duly filled tenders document along with Earnest Money of **Rs. 49,500/- (Rs. Fourty Nine Thousand Five Hundred only)** in the form of Demand Draft (Payable to **Manager (RAO-HQ), CSPTCL, Raipur**) should be dropped in the tender box of the respective tender up to **15.00 hrs** on the due date. Earnest Money in any other form will not be acceptable. In case of tenders sent through post/courier, it will be responsibility of the bidder to drop/get dropped the tender in the respective tender box. No receipt of tender shall be issued in any case. Tender will be opened on the same day at **15:30 hrs.** in the presence of those tenderers who may choose to be present.

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

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

The Executive Director (I.D), CSPTransCL, Raipur reserves the right to reject any or all the tenders partly or fully without assigning any reasons what-so-ever. mentioned in corner of the tender envelope.


Executive Director (SLDC)
CSPTransCL: Raipur

Copy to:-

1. Notice Board
2. Website (www.cspc.co.in) / (www.sldecg.com).

Signature with seal of the Tenderer

SCHEDULE-I

GENERAL TERMS AND CONDITIONS OF TENDER

1. Scaled offers are invited from the interested parties for engagement of Computer Operators, Technical Assistant, Line Attendant Gr.-II and Peons as per Tender terms & condition issued from the O/o Executive Director, State Load Dispatch Centre, Chhattisgarh State Power Transmission Co. Ltd., Danganiya, Raipur. Offer must be submitted in sealed envelope, addressed to the **Executive Director (SLDC), CSPTCL Raipur**, with the name of work, due date of opening and the name of the tenderer super scribed on the cover/envelope.
2. Only one offer from one firm of contractors will be accepted. If more than one offer is found, CSPTCL will have right to reject any or all offer's without assigning any reason and EMD may be forfeited.
3. Tenderers are required to furnish an Earnest Money amounting to **Rs. 49,500/- (Rs. Fourty Nine Thousand Five Hundred only)** in the form Demand Draft in favour of **The Manager (RAO-HQ), CSPTCL, Raipur** drawn on the Nationalized Scheduled Bank (Cheque will not be accepted). No interest shall be paid on the Earnest Money. The Tender will be open on the same day at **15.30 Hrs.**

4. **SUBMISSION OF OFFER:**

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

- i) The tenders shall be submitted in the office of **Executive Director (SLDC), CSPTCL, Raipur** on or before 24/11/2021 Up to **15.00 hrs** only and will be opened on the same day at **15.30 hrs**. Tender offers received without proper Earnest Money will not be considered.
- ii) Demand Draft toward EMD to be placed inside **Envelope-I**. In case of non-compliance of above instructions tender shall be liable for rejection.
- iii) Techno-Commercial Bid along with Integrity Pact is to be placed inside **Envelope-II**.
- iv) Price Bid in Duplicate, complete in all respect as per the price schedule of the tender is to be placed inside **Envelope-III**. Any discount offered should be inside price bid **envelope-III** only. **No discount offer shall be considered which is pasted or stapled /enclosed outside the price bid envelope for the purpose of evaluation and comparative statement.**
- v) Further, each of the envelope (envelope-I, II & III) shall be super scribed with the name of work, tender specification number, due date of opening, name and

address of tenderer and shall be addressed to **"The Executive Director (LD), SLDC, CSPTCL, RAIPUR"**.

- vi) All above three envelopes shall be kept in a big size **Envelope-IV** and it should be addressed to **"The Executive Director (SLDC), CSPTCL, SLDC Building, Danganiya, Raipur"**. This envelope should be sealed and super scribed properly, stating that it contains tender in three separate parts, along with tender specification number, due date of opening, details of EMD, name and complete address of the tenderer with phone & mobile numbers for contact.
- vii) Further, the **Second Envelope** should be super scribed as **"Technical & Commercial Bid"** for Tender Specification No. 03-02/SLDC/LT-164, Raipur. Dated2021 " along with due date of opening, and name of firm with address, telephone/mobile numbers for contact and addressed to **"Executive Director (SLDC), CSPTCL, SLDC Building, Danganiya, Raipur"**. This envelope must contain all the documents in original issued from this office **except the Price Bid**. It shall contain: -

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

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

The firm has to submit self-attested or notarized copy of all the above documentary evidence along with tender.

5. First of all, Envelope-I will be opened, tender cost (if tender downloaded) and Earnest Money will be verified. If this is found in order, then only second part of envelope-II the tender i.e. technical & commercial bid of tender will be opened.
6. The Earnest Money will be refunded to unsuccessful tenderers within the reasonable time. The Earnest Money deposited by the successful tenderer may be adjusted in the security deposit for the due fulfilment of the contract after intimation or the acceptance of his tender.
7. This forfeiture shall be without prejudice to the right of the Company to recover further damages, if any, from the tender.
8. Within 7 days of intimation given for the acceptance of the tender, the successful tenderer shall be required deposit an amount equivalent to 10% (ten percent) of the contract value towards security deposit for the contract period i.e. TWO YEARS.

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The contractor may request to deduct security deposit in three instalments from his first three running bills, if he desires. The work shall commence exactly as per guidelines within 7 days from the date of receipt of the letter of acceptance.

9. Tenderers must fill up complete tender form and should submit in original duly signed all pages by the competent person of the firm. The document should be free from over writing. Any tender not bearing the signature in all the documents accompanying the tender shall be liable for rejection.
10. The tenderers shall furnish latest income tax clearance certificate and return filed with the competent authority along with the tender, documents. Alternatively the tenderers shall give valid reasons for his inability to furnish such certificate with documentary proof. The company reserves the right to reject any tender if the income tax clearance certificate or the reasons for the tender's inability to furnish such certificate is not furnished.
11. Tenders which do not fulfil all or any of the above conditions or incomplete in any respect are liable to be rejected.
12. The submission of the tender by the tenderers implies that he has read and accepted the instructions, the conditions of the contract etc., and has made himself aware of the scope of the work to be done and local conditions and other factors bearing on the execution of the work.
13. After acceptance of rates, the CSPTCL will not pay any extra charges for any reasons whatsoever even in case the contractor late reports to have misjudged the conditions of the contract.
14. Rates shall be quoted both in words & figure in the price schedule enclosed. In case of deviation of rates in figures and words, rates quoted in words shall prevail.
15. It shall not be obligatory for the CSPTCL or its officer to accept the lowest tender. The authority for the acceptance of the tender will rest with the CSPTCL, which does not bind itself to assign any reason for declining to consider any particular tender or tenders.
16. **VALIDITY:-** The tender offer should be valid positively, for acceptance for a period of Three months (90 days) from the date of opening; otherwise liable for rejection. Further information required (if any) can be from the **O/o Executive Director (SLDC), CSPTCL, Raipur.**
17. **INTEGRITY PACT:-** The bidder shall have to submit pre-contract integrity pact in the format enclosed as **Annexure-IV** on **Non-Judicial Stamp Paper worth Rs. 250/-** duly signed by the bidder along with the Techno-Commercial bid. The validity
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of this integrity pact shall be from the date of its signing and extended up to 2 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

18. The tender received after the due date and time, shall not be accepted or opened, CSPTCL will not be responsible for postal or courier service delay.
19. The Company reserves the right to accept /reject any tender without assigning any reason thereof.
20. As per requirement, any time the quantity indicated in price bid Schedule –III may increase or decrease by giving one week notice but the quoted rate shall remain firm. The same will be binding on the contractor and will have any claim for the quantity altered.
21. These conditions of tender shall form part of the contract and any breach of the terms of this notice shall be deemed to be a breach of the contract.
22. All matters arising out of or any way connected with this contract shall be deemed to have arisen in Raipur and only the Courts in Raipur shall have the jurisdiction to determine the same.
23. **EXTREMELY IMPORTANT** – Bidders to note this to avoid rejection of their bid:

It will be the sole responsibility of the sole bidder/partners of Joint Venture (JV)/Consortium bidder to make sure that all the documents required as per tender are submitted along with on or before due date of tender. The bid submission date is a cut-off date for submission of all documents required as per tender and every bidder is supposed to adhere to this deadline.

However, if any short coming is observed during scrutiny of TC bid, CSPTCL reserves the right to seek required clarifications/documents from bidder by giving them only one chance to submit required documents/ clarifications / confirmations within specified time limit.


30/10/2021.
Superintending Engineer (MO)
O/o Executive Director (LD)
SLDC, CSPTCL, Raipur

Signature with seal of the Tenderer

SCHEDULE-II
SPECIAL TERMS & CONDITIONS

1. PLACE OF WORKS: -

- a) Outsourcing of 04 Nos. Computer Operators, 02 Nos. Technical Assistant, 02 Nos. Line Attendant Gr.-II and 02 Nos. Peons for Main SLDC, O/o Executive Director (SLDC), CSPTCL, Raipur.
- b) Outsourcing of 02 Nos. Computer Operator, 01 No. Line Attendant Gr.-II and 02 Nos. Peons for O/o Superintending Engineer (Backup-SLDC), CSPTCL, Khedamara, Bhilai.

2. The offer of those bidders who fulfils following criteria will only be considered. Bidders must enclose the documents in support of pre-bid qualifying conditions without which the tender will summarily be rejected and no correspondence in this regard will be made/entertained. Therefore bidder must ensure submission of relevant documents in support of pre-bid qualifying requirement along with bid as follows :-

(A) QUALIFICATION FOR THE BIDDERS-

- a. The Bidder should have experience of Similar Successful and satisfactory Services of minimum 02 years continuously without break against contract of any central/state Power utilities/PSUs/Govt. Organizations of India. Bidder should submit self-attested copy of necessary supporting documents i.e. PO/Work order (earlier and current), agreement & experience certificate regarding satisfactory Performance of completion of contract issued by authority placing the work order.
- b. The Bidder should have valid labour license for providing of labour issued by Govt. of Chhattisgarh. Bidder should submit the self-attested copy of Labour License registration.
- c. The Bidder should have EPF Code No. issued by the competent authority under the provision of Employee Provident Funds and Miscellaneous Provisions Act-1952. The Bidder must submit the self-attested copy of EPF registration and proof of ECR of last 02 years.
- d. The Bidder should submit self-attested copy of ES insurance registration.
- e. Performance of the contractor's earlier contract shall be taken into consideration before opening of price bid. Offers of the bidders shall not be considered for opening of price bid, if there has been default in satisfactory Performance in last 02 years (as on the date of issue of NIT). Bidder should submit the self-attested copy of the satisfactory performance certificate issued by order issuing authority.

- f. The Bidders should not debarred/black listed by Bank/State Govt./Central Govt./state PSU/CPSU/SEB/Public utility as on the date of issue of NIT. A declaration in this regard shall be furnished by bidder.
- g. The Bidder must have GST (Goods & Service tax) registration from competent authority and should submit the self-attested copy of GST registration.

(B) QUALIFICATION FOR THE BIDDERS-

- a. **Computer Operator-** Should have minimum educational qualification of 12th Pass and one year diploma in Data Entry/Programming from recognized institution & key depression of 5000 per hour in Hindi & English in computer.
- b. **Technical Assistant-** Should have minimum qualification of ITI/Diploma.
- c. **Line Attendant Gr.-II-** Should have minimum qualification of ITI/Diploma.
- d. **Peon-** Should have minimum educational qualification of 5th class pass.

(C) DUTIES-

- a. **Computer Operator:** The computer operator's staff has to do data punching work and other computer related work (s) during office hours or as desired by the officer under whom he/she will work. The computer operator should have knowledge of Hindi/English typing and computer operation in MS-Word, Excel, etc. shall also work on computer for analytical work. The operator should maintain the office confidentiality and in case of leakage of any information, the concerned computer operator will be removed immediately and contract may be terminated. Normal office working Hours (i.e. 10.30 AM to 5.30 PM) but he/she will be required to work even in late hours also, if situation requires.
- b. **Technical Assistant:** The Technical Attendant has to do the work of DPR preparation, Data Collection from all sub stations, good knowledge of computer related work and other related works assigned to him/her time to time by the officer-in-charge.
- c. **Line Attendant Gr.-II:** The Line Attendant Gr.-II has to do the work of maintenance of sub stations, good knowledge of electrical related work and other related works assigned to him/her time to time by the officer-in charge.
- d. **Peon:-**The peon staff have to do 8 hour duty and other works or as desired by the officer under whom he/she will work.

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Other Terms & Conditions of tender are given below:

- 2.1 **THREE PART BID:-** Sealed Tender are invited in Duplicate on three part basis. One envelope containing the E.M.D. clearly super scribed with the Name of the tender. Second envelope should contain the tender form with required documents (Techno-commercial details and other documents) and Third envelope should contain the price bid. All the three envelopes shall be kept in one large sealed envelope, addressed to the Executive Director (SLDC), C.G. State Power Transmission Co. Ltd., Danganiya, 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.
- 2.2 Bidders are required to submit their offer with complete information as desired in various Schedules. They may also enclose separate sheet wherever necessary.
- 2.3 **VALIDITY:** Full descriptive particulars and complete specifications should accompany the offer. Offers should be kept open for acceptance for at least 90 Days from the date of opening.
- 2.4 Offers through Telegraph/Fax/E-mail will not be considered.
- 2.5 **EARNEST MONEY:** Each bidder shall submit an earnest money of **Rs. 49,500/- (Rs. Fourty Nine Thousand Five Hundred only)** along with submission of quotation in a separate envelope. The tenders not accompanied with earnest money or not accompanied with inadequate earnest money will summarily be rejected and returned unopened. No interest shall be payable on the earnest money deposited by the bidder.
- 2.6 **FORM OF EARNEST MONEY DEPOSIT:** The earnest money deposit can be furnished in form of Demand Draft issued by Nationalized/Scheduled Bank payable to the Manager (RAO-H.Q.), CSPTCL, RAIPUR.
- 2.7 **FORFEITURE OF EARNEST MONEY DEPOSIT:** It should be clearly understood that in the event of bidder failing to accept or execute the detailed orders, if order is placed within the validity period of the offer (as per clause 2.6), the full amount of earnest money will be forfeited, and Company's decision in this respect will final and binding on the bidder.
- 2.8 The contractor shall be responsible for payment of wages to each staff up to the **7th of each month**. The payment of wages must be in accordance with the provisions of the labour law and as minimum wages declared by Labour Commissioner, Govt. of CG. It will be binding on the contractor for monthly payment of Bonus @ 8.33%, and to deposit EPF part of their contribution @13.00%, ESI@3.25% or Workman compensation as accounted in the base charge.

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- 2.9 **GOODS & SERVICE TAX (GST):**- The bidder's have to be submit the GST registration copy at the time of opening of Techno commercial bid along with all other necessary documents. Goods & Service tax will be reimbursed to the contractor against the document of actual GST paid covered under this tender/order works.
- 2.10 **PERIOD OF CONTRACT:** - The contract period will be for the period of **02 (TWO) YEARS** from date of issue of order. It may be extended for further period of **ONE YEAR** or the contract period may be curtailed as desired by CSPTCL.
- 2.11 **EXTENSION CLAUSE:**
- (i) **Extension clause to accept additional No. of Staff:-** During the contract period, if additional post will be sanctioned or Sanctioned Post is reduced, then the bidder has to accept additional order on the same rates, terms & conditions. In case before placing of extension order, if new tender is opened and its rate is lower than the previous order rate then extension order will be placed on the new tender rate.
- (ii) **Extension clause for Period of contract:** - The contract will be for **TWO YEARS** from date of issue of order. It may be extended for further period of **ONE YEAR** or the contract period may be curtailed as desired by CSPTCL.
- 2.12 **AGREEMENT:**- The contractor will execute an agreement on non-judicial stamp paper worth Rs. 300/- with revenue stamp of Rs. 1/- (one) affixed on it, as per the Annexure-I enclosed with this tender document. The cost of stamp paper etc. shall be borne by the contractor. The agreement is to be executed within 15 days from the date of order for execution of contract.
- 2.13 **SECURITY DEPOSIT:**- The contractor shall furnish security deposit either in form of DD drawn in favour of Manager (RAO-H.Q.), CSPTCL, Raipur or FDR pledged with the Manager (RAO-H.Q.), CSPTCL, Raipur or in the form of Bank Guarantee from Nationalized/Scheduled Bank for an amount of 10% value of the order for faithful performance of the order and to cover the guarantee period. The SD shall be submitted within 15 days of receipt of LOI and shall be kept valid for period covering the completion date plus 6 months. In the event of extension of completion date, the validity of the bank guarantee shall also be suitably extended. The Bank Guarantee shall be executed in stamp paper, as per proforma attached with this tender document, worth Rs. 250/- or as per the prevailing legal requirements. The cost of stamp paper shall be borne by the bidder. No interest shall be payable on the Security Deposit.
- If bidder fails to submit Security Deposit/Bank Guarantee within 15 days from the date of issue of LOI, the work allotted to them will be distributed among other bidders as per company's rule.

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Without acceptance of security deposit by order placing authority, no payment will be released to the contractor.

2.14 **FORFEITURE OF SECURITY DEPOSIT:-** In the event of contractors committing a breach on any of the terms & conditions laid down in the contract at any time for enforcement in their duties, the Company may forfeit security deposit and cancel the order by giving notice in writing in this behalf. Any dispute arising out of this contract is to be referred to the CSPTCL whose decision in the matter shall be final and binding on contractor.

2.15 **PENALTY :**

If the contractor/bidder fails to perform the work as per specification, the penalty shall be levied as under:-

- i. In the event of contractor's deployed Staff/employee absconding from the place of duty (i.e. none of the staff/ employee are available) or fails to perform the assigned job as defined under "Office", then a penalty of Rs. 500/- shall be deducted from bill against each such event with subject to maximum penalty of Rs.10,000/- per month.
- ii. If the contractor/bidder fails to arrange suitable substitute against absconding staff, then a penalty of 1.5 times of wages of deployed staff for each absent day".

2.16 **INCOME TAX DEDUCTION:** Deduction towards income tax will be made from the contractor's bills as per rules in force.

2.17 **OBSERVANCE OF RULES & REGULATIONS:**

- a) The work under this agreement shall attract all the laws for the time being in force in the State of Chhattisgarh.
- b) The work will be carried out by observing all the rules and regulations regarding safety from 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 workman engaged on the work in the event of any accident.
- c) The contractor shall obtain necessary license under the Contract Labour Act, 1970, and shall fully comply with requirement of all Labour laws including Minimum Wages Act, 1948, Industrial Disputes Act, 1947, Workmen's Compensation Act, 1923, Industrial Employment (Standing Orders) Act, 1946, Employees Provident Funds and Miscellaneous Provisions Act, 1952, and Contract Labour Regulation & Abolition Act. 1970. In case of violation of any Law, Rules & Regulations as mentioned above, being registered in competent Court and in the event of any penalty/fine imposed on CSPTCL due to default of contractor, the CSPTCL reserves the right to recover such amount from contractor's bills/SD or by any other lawful means as it may deem fit and proper. The decision of the CSPTCL shall be final & binding on the contractor.

Signature with seal of the Tenderer

- d) The contractor shall be liable to pay his contribution and the employee's contribution to the State Employee Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees State Insurance Act, 1948" as amended from time to time where ever it is applicable in the state otherwise they must have Insurance policy under workman compensation act. In case the contractor fails to submit full details of his account of labour employed and the contribution payable, the Executive Engineer concern shall recover from the running bills of Contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.

2.18 **PAYMENT**: The contractor shall be permitted to raise one bill, to be submitted in quadruplicate (four copies) in each calendar month pertaining to office, the contractor shall submit his bill complete in all respect every month. The payment shall be made within one month from the date of receipt of bill, after deducting the statutory levies and other deductions, if any. However no interest shall be paid if payment delayed due to unavoidable situation. The contractor has to furnish proof of submission of Provident Fund in respect of the staff employed by him with the monthly bill including certificate of payment (along with details of payment to their employees either through account payee cheque / DD or electronic transfer) made to all of his employees engaged for the works for the bill period.

2.19 **E.P.F. DEDUCTION** :-As per the relevant provisions under Employees Provident Funds and Miscellaneous Provisions Act, 1952, the bidder will have to furnish full particulars of EPF contribution in respect of employee engaged by him. All such details will have to be furnished along with the bill without which the bill will not be accepted. It is mandatory for the contractor/bidder to pay EPF of all the employees engaged for work in the office of CSPTCL against this tender in single EPF challan against office only, so that CSPTCL can verify the details of number of employees and their PF deduction conveniently. The concern EE (office) will verify the details of each employee EPF Number and amount paid by the contractor to the commissioner EPF office.

2.20 **INSURANCE CONCERNING TO STAFF OF CONTRACTOR**: - The contractor will arrange insurance policies for arranging payments to his staff injured on duty of sufficient amount. In case of any such happening, Contractor will be liable for payments to workers/staff engaged as per existing rules. CSPTCL will not make any such payment to the contractor's staff or any compensation etc. except as per the amount of work ordered to the contractor.

- 2.21 **INCOME TAX RETURN**: The bidder shall furnish Income Tax return of last 3 years (FY 2017-18 to 2019-20). The Company reserves the right to reject any tender if Income tax return certificates are not furnished.
- 2.22 The terms and conditions and specifications mentioned in tender specification shall be binding on the bidders and no condition or stipulation contrary to our condition shall be applicable. Please note that the bidders who do not accept terms and conditions stipulated in this tender specification, their offers are liable to be outrightly rejected without assigning any reason what-so-ever. Each page of TC Bid and Price Bid shall be signed by the bidder & affixed the seal.
- 2.23 **Punitive Actions** : In case of defaults by the contractor such as non-execution of work, violation/breach of terms and conditions of the contract/submission of fabricated or fraudulent supportive documents etc., the CSPTCL shall take any one or all the punitive actions given below depending on the extent and seriousness of the default committed :-
- a) Debar/blacklist the firm for future business for a specified period.
 - b) Cancel the contract partially or fully as outlined in Penalty Clause.
 - c) Impose a suitable penalty on account of financial loss to CSPTCL by the contractor on account of default against the contract.
- 2.24 **Arbitration**: If, at any time any question, dispute or difference, whatsoever shall arise between the CSPTCL and the bidder, upon, or in relation to or in connection with the Contract, either party may forthwith give to the other, notice in writing of the arise of such question, dispute or difference and the same shall be referred to the adjudication of two arbitrators. In this case one to be nominated by the CSPTCL and the other to be nominated by the bidder or in the case said arbitrators not agreeing, then to the adjudication of the Umpire, to be appointed by the arbitrators, whose decision shall be final and binding on the parties under the provision of the Indian Arbitration Act, 1940 with its latest amendments, and of the rules there-under any statutory modification thereof shall be deemed to apply. The arbitrators or the Umpire, as the case may be, are bound to give a detailed speaking award assigning reasons for the findings.

Service under the contract shall be continued by the Contractor/bidder during the arbitration proceedings, unless otherwise, directed in writing by the CSPTCL or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrators or of the Umpire, as the case may be, is issued.

- 2.25 **Deviation**:- If a bidder has quoted 'NIL' deviation in Schedule-V (deviation from technical & commercial specifications/ conditions) this will have an overriding effect on any other conditions noted as deviations elsewhere in the bid.
- 2.26 **Jurisdiction**:- All disputes, if any or claim arising out of the contract, agreement, purchase order etc. shall be tribunal in the competent court at Raipur from where the order is placed and in no other courts.
- 2.27 **Officer-in-charge :-**
1. **Main SLDC, Raipur**:- The respective Executive Engineer (Office) will be the Officer-In-Charge (OIC). Necessary instructions of work of office shall be by the OIC.
 2. **Backup, SLDC, Khedamara**:- The respective Executive Engineer (Backup) will be the Officer In-Charge (OIC). Necessary instructions of work of office shall be by the OIC.
- 2.28 Control room/store room will not be used by contractor's staff for accommodation purpose.
- 2.29 **Prices**- The rates for the work shall be in following parts as indicated below:-
1. a) **Base Rate**:- The Base rate is the rate of wages determined by the Labour Commissioner, Govt. of C.G. applicable on the date of issue of this tender under relevant provision of Minimum Wages Act-1948 for Semi-skilled/Unskilled category of worker. This rate is variable (as per wages declared by Labour Commissioner, Govt. of C.G. from time to time).
 - b) **Base charge**:- The base charge includes base rate along with all the specific charges/Mandatory payments. e.g. EPF, Insurance & Bonus.
Specific Charges includes the actual expenses against the payment of EPF/ESI/Bonus. The details of these charges are mentioned below:-
 - I. EPF @ of **13.00%** (on minimum wages fixed by the Labour Commissioner Govt. of C.G.as amended from time to time) to be remitted along with the contribution from the labour to the EPF Commissioner regularly and obeying all other legal conditions as per Act. The original Electronic Challan cum receipt shall be submitted for passing the bills.
 - II. The ES Insurance @ of **3.25%** (on minimum wages fixed by the Labour Commissioner Govt. of C.G.as amended from time to time) to be remitted along with the contribution from the labour to the concern authority and obey all other applicable legal conditions as per Act. The payment of monthly bills submitted by contractor shall be released after production of original documentary evidence towards payment of ESI to concerned department. Where the ESI scheme is not applicable the contractor shall submit the original documentary evidence for insurance policy taken under workman

compensation act and personal accident. The payment of monthly bills submitted by contractor shall be released after production of original documentary evidence.

- III. Bonus @ 8.33% of base rate to the eligible employee as per the law applicable. The payment against Bonus (@8.33%) will be made on production of original documentary evidence towards payment of Bonus amount to employed staff duly authenticated by the Executive Engineer in charge.

2. Base charge is indicated below:-

SI	Payment Head	For Highly Skilled Computer operator per month (in Rs.)	For Skilled Technical Assistant/Line Attendant Gr.- II per month (in Rs.)	For Un-Skilled Peon per month (in Rs.)
1	Daily wages including Variable D.A.	12010.00	11230.00	9800.00
2	EPF @ 13.00%	1561.00	1460.00	1274.00
3	ES Insurance @ 3.25%	390.00	365.00	319.00
4	Administrative & Supervision charges @5% on Sr. No 1	0	0	0
5	Bonus	1000.00	935.00	816.00
6	Total (Base rate per month)	14961.00	13990.00	12209.00

Note 1:- The base rates mentioned above are based on the minimum wages declared (for category-A defined for specified regions) by the labour Department, Govt. Of. C.G., Raipur for the period w.e.f.: 01.10.2021 to 31.03.2022. The base charges calculated above at SI.No.6 is by considering the minimum wages specified for Category-A i.e. on higher side and are inclusive of all the Mandatory payments e.g. EPF, Insurance, and Bonus, etc. However, the base charges shall be escalated at the time of revision of EPF, ESI rate & minimum wages declared by the Labour Department, Govt. of C.G variation.

Note 2:- As the Base charge is calculated on the basis of rate declared by Labour Commissioner C.G. vide Notification order No. (a) आठ/न्यू.वे./अ.आ./2021/7002, dtd.: 29.09.2021, thus one day salary will be calculated on the basis of notification clause-B (1), which is reproduced below.

Signature with seal of the Tenderer

यदि किसी कर्मचारी ने अधिनियम एवं उसके अंतर्गत बनाये गये नियम के अनुसार संबंधित कैलेंडर मास के समस्त अवकाश के दिनों का लाभ उठाया हो और यदि किसी संदर्भ में एक दिन का वेतन संगणित करना हो तो उपरोक्तानुसार निर्धारित मासिक वेतन को 26 से भाग देकर संगणित किया जाएगा ...।

All these transactions/payment should be made to the concern department and labour by Contractor through account payee cheque/DD/electronic transfer only.

- 2.30 **Price Bid:** Price bid has to be submitted in prescribed format only as per Schedule-III. The base charges that to be paid by contractor will be variable depending upon rate declared by Labour Department from time to time. However the Rate quoted over & above base charges in price bid shall be FIRM throughout contract period which will include administrative & supervision charges and Profit. The rates quoted in Percentage will not be considered. Bidder should quote lowest rate without taxes and duties. This quoted rate will remain fixed for the entire contract period & extension period given, if any.

GST/Cess, if any shall be paid extra by CSPTCL at actual. The offer with the rates given in any form/Proforma, other than that mentioned in Schedule-III shall be liable for rejection.

The rate shall be quoted in FIRM Rupees (rate in words should also be mentioned along with figures). Lowest bidder (L-1) shall be evaluated on the basis of total value of contract, calculated for total quantity of the tender. All amounts should be rounded-off to two decimal places. While quoting the rate bidder shall aware of that in case contract of additional Post are awarded to them at their quoted rates they would be bound to accept the contract on same rate and terms & conditions. Price bid must be without any assumption, condition, qualification, reservation or variation. Conditional tender offer or **offers at variance from prescribed specification shall be turned ineligible.**

2.31 **TERMINATION OF CONTRACT AWARD:-**

This contract can be terminated at any time by giving one month's notice by the CSPTCL and also the contract for individual Post can also be terminated any time by giving one month's notice by the CSPTCL.

2.32 **CONTRACTOR'S LIABILITY FOR LOSS, DAMAGE, ACCIDENT, ETC.:**

- a) The contractor shall indemnify and save the CSPTCL against all actions, suits, claims, demands, costs or expenses arising in connection with injury suffered prior to the date when the work shall have been taken over by person employed by the contractor, his subcontractor on the works whether under the General law

Signature with seal of the Tenderer

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or under the Workmen's Compensation Act, 1923 or any other statutes or law in force dealing with the question of the liability of the employers and shall so take steps properly to ensure against any claims there under.

- b) 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 death of any such workman, the contractor shall intimate in writing within 24 hours of happening of such accident to the concerned Executive Engineer of the CSPTCL related to all concerned the fact of such accident. The contractor shall indemnify the CSPTCL, against all loss or damage sustained resulting due to directly or indirectly from contractor's failure, including all liabilities, if any, under the Workmen's Compensation Act., or otherwise to conform to the provision of the said Act, in regard to such accident/incident.
- c) In the event of any claim, being made, any action brought against the CSPTCL, any dispute arising out of the matter referred to or in respect of which to contract is liable under this clause; the contractor shall immediately notify thereof. And he shall, with the assistance, if he so requires from the CSPTCL but at the sole expense of all liabilities the contractor will conduct all negotiations for the settlement of the same or any litigation that may arise, there from. In such case, the CSPTCL shall at the expense of the contractor, will provide assistance for any such purposes.
- d) In the event of an accident, compensation if any may become payable under Workmen's Compensation Act 1923 should be responsibility of the contractor.
- e) The amount of all costs, damages or expenses or other sums which under this clause or any other terms & conditions of contract shall be payable by the contractor to the CSPTCL, or same may be deducted by the CSPTCL from any money due/becoming due to the contractor under the same or any other contract terms & conditions. Without any prejudice CSPTCL right to recover the same by ordinary process of law.

2.33 WORKERS ENGAGED BY THE CONTRACTOR:

- i. The CSPTCL will not be in any manner, responsible for any act, omission or commission of the workers engaged by Contractor and no claim in this respect will lie on the CSPTCL. If any such claim is made against the CSPTCL by any worker engaged/employed by the Contractor, which the CSPTCL is obliged to discharge by virtue of any statute of any provision of law and rules due to mere fact of the workers of the Contractor working at the office or otherwise, the Contractor will be liable to indemnify/reimburse the CSPTCL all the money paid in addition to the expenses incurred.
- ii. The Contractor shall be responsible in respect of the employment or non-employment of the working force engaged by him at his own level and the

Signature with seal of the Tenderer

CSPTCL shall have no role to play in the said matter. In case any loss is caused to the CSPTCL by the working force of the contractor, by the deeds or litigation, then the Contractor shall have to bear the cost of such litigation along with the value of the loss caused.

- iii. The Contractor shall engage the work force as per the required qualifications & it shall be the responsibility of the Contractor to maintain the records of the employees deployed by him as required in terms of the various labour laws.
 - iv. The contractor shall obtain necessary license under the Contract Labour Act, 1970, and shall fully comply with requirement of all labour laws including Minimum Wages Act, 1948, Industrial Disputes Act, 1947, Workmen's Compensation Act, 1923, Industrial Employment (Standing Orders) Act, 1946, Employees Provident Funds and Miscellaneous Provisions Act, 1952, ES Insurance Act 1948, and any other labour law as applicable in the State of Chhattisgarh. Contractor will keep all workers fully insured as per law and which will remain valid and operative till the expiry of work order or time if extended further. In case if violation of any Rules, Regulations, Laws Acts etc. as mentioned above, registered in competent Court and any type of penalty/fine imposed on CSPTCL due to default of contractor, the CSPTCL reserves the right to recover such amount from contractor's bills/SD or by any other means. The decision of the CSPTCL shall be final & binding on the contractor.
- 2.34 For any unforeseen happenings, accident etc., the risk will be covered by the contractor and Company will no way liable for any type of compensation.
- 2.35 Any other instructions/condition issued from time to time by the Company's competent authority will be observed by the contractor.
- 2.36 The contractor will issue the Identity - Card with photograph to his staff and it will be obligatory to exhibit the I-Card while on duty. The contractor will not change his staff without proper justification & bringing in knowledge of OIC of the work. The list of all staff with full address along with proof of qualification & two copy of photograph will be handed over by contractor to OIC for official record. The contractor must submit police verification report of their staff before deployment to OIC.
- 2.37 The payment to the employees deployed has to be ensured by contractor up to 7th day of each month, through account payee Cheque/DD/Electronic transfer or by credit to employee's bank account. Cash payment is not admissible.
- 2.38 The Engineer-In-Charge shall have the right to deduct an amount equivalent or whatever applicable from the money due to the Contractor, for making good to the loss suffered by a worker / workers by reason of non-fulfillment of the

conditions of the contract for the benefit to the workers, non-payments of wages or deduction from his or their wages, which are not justified by their terms of contract or non-observance of the regulations.

2.39 All the Staff will be employed by the contractor and there shall be no master and servant relationship between the workers and the CSPTCL.

2.40 If the performance of the contractor is not found satisfactory or not found performing as per the operating instructions by Office In charge, at any time, the contract may be terminated by the CSPTCL. The decision of the Company shall be final and binding.

2.41 The authorization chart of staff engaged by the contractor for duty is to be displayed in control room duly approved by Executive Engineer (Office).

2.42 POOL RATE/CARTEL:

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

Quoting same rates i.e. pool rate is not acceptable. **In case, the same rate is found to be quoted by more than two bidders, offers of all such bidders shall be out rightly rejected.**

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

30/10/2021

**Superintending Engineer (MO)
O/o Executive Director (LD),
SLDC, CSPTCL, Raipur**

SCHEDULE - III

PRICE BID

Tender Specification No.....

Date of Opening.....

Name of work – Deployment of Computer Operator, Technical Assistant, Fax Operator & Peons at Main SLDC, CSPTCL, Raipur & Backup SLDC, Khedamara, Bhilai for 02 Years.

S.N.	Particulars	Qty. (nos)	Base Rate per month (Rs.)	Contractor's profit in Rupees (Figure & word both)	Total Amount For 01 year	Total Amount For 02 years
1	Computer Operator	06 No.	14961.00			
2	Technical Assistant	02 No.	13990.00			
3	Line Attendant Gr.-II	03 No.	13990.00			
4	Peon	04 No.	12209.00			

Signature.....

Name of person.....

Signing Document.....

Name of Firm

Address:-

A) Office Address.....

with Phone /Fax

B) Head office.....

with Phone /Fax

Name of contractor.....

Person Mobile No.....

Signature with seal of the Tenderer

SCHEDULE – IV
DOCUMENTS TO BE SUBMITTED BY TENDERERS

S.N.	Documents	<u>Photocopies submitted sequentially point wise & page no. wise</u>	
		Yes	No
1	The Bidder should have experience of Similar Successful and satisfactory Services of minimum 02 years continuously without break against contract of any central/state Power utilities/PSUs/Govt. Organizations of India. Bidder should submit self-attested copy of necessary supporting documents i.e. PO/Work order (earlier and current), agreement & experience certificate regarding satisfactory Performance of completion of contract issued by authority placing the work order.		
2	The Bidder should have valid labour license for providing of labour issued by Govt. of Chhattisgarh. Bidder should submit the self-attested copy of Labour License registration.		
3	Bidder should have PF code No. issued by the competent authority under the provision of Employee Provident Funds and Miscellaneous Provisions Act-1952. The Bidder must submit the self-attested copy of PF registration and proof of ECR of last two years.		
4	Bidder should submit self-attested copy of ES insurance registration.		
5	Performance of the contractor's earlier contract shall be taken into consideration before opening of price bid. Offers of the bidders shall not be considered for opening of price bid, if there has been default in satisfactory Performance in last 02 years (as on the date of issue of NIT). Bidder should submit the self-attested copy of the satisfactory performance certificate issued by order issuing authority.		
6	Undertaking by tenderer as per Annexure-I.		
7	Latest Income Tax clearance certificate for last 3 years.		
8	Past experience details, documents, certificates.		
9	Certificate regarding financial status of the tenderer from nationalized bank.		
10	Copies of Profit & Loss account/Balance sheet for last 3 years.		
11	List of technically qualified personnel.		
12	GST Registration Number		
13	TAN/PAN No		
14	Bank Account Details		
15	PRE-CONTRACT INTEGRITY PACT as per Annexure-IV		

Place -

Date -

Signature of tenderer.....

Name (in full)

Designation in the firm

Seal of the firm.....

Signature with seal of the Tenderer

SCHEDULE-V

Schedule of Deviation

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

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

Place -

Signature of tenderer.....

Date -

Name (in full)

Designation in the firm

Seal of the firm.....

Signature with seal of the Tenderer

ANNEXURE-IUNDERTAKING

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

Place:

Date:

Signature of tenderer

Name (in full)

Status in the firm

Seal of the firm

Signature with seal of the Tenderer

ANNEXURE-II

PROFORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT

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

Bank Guarantee No. _____ Dtd. _____

In consideration of State Load Despatch Centre, Chhattisgarh State Power Transmission Co. Ltd., Raipur having agreed to accept this bank guarantee in lieu of cash deposit by way of Security for due and faithful performance required from M/s _____ herein after referred to as contractors, the bank of _____ hereby agrees unequivocally and unconditionally to pay within 48 hours on demand in writings from the CSPTCL or any officer authorized by it in this behalf, of any amount up to and not exceeding Rs. _____ (In words) Rs. _____ to the said Chhattisgarh State Power Transmission Co. Ltd. on behalf of the aforesaid M/s. _____ who have tendered and contracted for the supply of materials, equipments or services to the said CSPTCL against order No. _____ Dtd. _____ for the order value of Rs. _____.

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

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

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

Signature

For _____

Bank

Witnesses: -

1. _____ (Signature)

_____ (Name)

_____ (Address)

2. _____ (Signature)

_____ (Name)

_____ (Address)

Signature with seal of the Tenderer

ANNEXURE-III

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

This Agreement is made this _____ day of _____ between

(hereinafter called the Contractor which expression shall where the context so admits, be deemed to include his heirs, executors, administrators and representatives) OF THE ONE PART, and the Chhattisgarh State Power Transmission Co.Ltd, Raipur being the Company constituted by The Government of Chhattisgarh vide its notification no. F 1-8/2008/13/1 dtd 19 December 2008, (hereinafter called the Company which expression shall, where the context so admits, be deemed to include its permitted assigns) OF THE OTHER PART.

Whereas in accordance with the tender Notice No. _____ Dt _____ issued by the _____ Executive Director (SLDC), CSPTCL, Raipur of the company, the contractor has submitted his tender No. _____ Dtd. _____ for **"Outsourcing of Computer Operators, Technical Assistant, Line Attendant Gr.-II and Peon for Main SLDC, CSPTCL Raipur & Backup SLDC, CSPTCL, Khedamara, Bhilai for 02 years "** more particularly described, mentioned enumerated or referred to in the general conditions, specifications, schedule, drawings form of tender, covering letters, schedules, of price and further correspondence a copy of each of which is hereto annexed and it for purpose of identification signed by contractor Shri _____ on behalf of the contractor and Executive Director (LD), SLDC, CSPTCL, Raipur, on behalf of the Transmission Company and all of which shall be deemed to form part of this Agreement or through separately get put herein and are included in the expression "Contractor" herein used (herein after referred to be the paid work).

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

Now therefore, this agreement witness and it is hereby agreed as follows: -

- i) The contractor shall carry out for **"Outsourcing of Computer Operators, Technical Assistant, Line Attendant Gr.-II and Peon for Main SLDC, CSPTCL Raipur & Backup SLDC, CSPTCL, Khedamara, Bhilai for Two years"** and do, perform and carry out all matters incidental and / or ancillary thereto within the time specified in accordance with the terms and conditions specified in the Company's Work Order No. _____ dtd. _____

Signature with seal of the Tenderer

- ii) For the work done under the scope of the Company's Work Order referred above. the Company shall pay to the Contractor Rs. _____ (In words Rupees _____ only) or such other sum as may become payable in accordance with the said work order.
- iii) In all matters arising out of or in relation to this agreement, the terms and conditions contained in the aforesaid Work Order No. _____ dtd _____ shall apply and all such matters shall be determined accordingly.
- iv) The agreement shall be deemed to be entered into at Raipur and all disputes and claims, if any, out of or in respect of this agreement are to be settled at Raipur or to the tribunal only in any competent Court situated at Raipur.

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

NAME & SIGNATURE OF WITNESS

i) Signature:

Name:

Address (Complete address):

Mobile No.:

SIGNATURE OF THE CONTRACTOR

NAME:-

ii) Signature:

ADDRESS: -

Name:

SEAL OF CONTRACTOR

Address (Complete address):

Mobile No.

NAME & SIGNATURE OF WITNESS

i) Signature:

Name:

Address (Complete address):

ii) Signature:

Name:

Address (Complete address):

**EXECUTIVE DIRECTOR,
SLDC, CSPTCL, RAIPUR**

Signature with seal of the Tenderer

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

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

2. OBJECTIVES

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

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

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

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

- 3.3 All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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 or 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 disfavor to any person in relation to the contract or any other contract with the CSPTCL.
- 4.3. The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

- 4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8. The BIDDER commits to refrain from giving any compliant directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

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

6. EARNEST MONEY /SECURITY DEPOSIT

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

7. SANCTIONS FOR VIOLATIONS

7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sum already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the CSPTCL for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sum paid in violation of this Pact by BIDDER(s) to any middlemen or agent or 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 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 filing 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

Signature with seal of the Tenderer

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 dependent upon Government servant.

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

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

8 INDEPENDENT MONITORS

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

9. FACILITATION OF INVESTIGATION

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

10. LAW AND PLACE OF JURISDICTION

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

11. OTHER LEGAL ACTIONS

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

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12. VALIDITY

- 12.1 The validity of this integrity Pact shall be from the date of its signing and extend up to 1 year 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 remainder of this pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intention.
13. The parties hereby sign this integrity Pact aton.....

BUYERBIDDER

Name of Officer
Destination Department/PSU

EXECUTIVE DIRECTOR (SLDC)

Witness-1

Witness-2

1).....

1).....

2).....

2).....

Signature with seal of the Tenderer