



CIN - U 40108CT2003SGC015820  
GST - 22AADCC5773E1ZX

**CHHATTISGARH STATE POWER TRANSMISSION  
COMPANY LIMITED**  
(C.G. Govt. Undertaking)  
**CHHATTISGARH STATE LOAD DESPATCH CENTRE:  
RAIPUR**

PHONE: 0771- 2574172, FAX NO. : 0771-2574174.  
Web Site: [www.sldecg.com](http://www.sldecg.com), Email: [office@sldecg.com](mailto:office@sldecg.com)

Ref: 03-02/SLDC/DSM/TR-165/

Raipur, Dated:

**TENDER SPECIFICATION DOCUMENT**

(A)	Tender No.	: TR-165
(B)	Description	: Tender for Annual Maintenance Contract (AMC) for the Hardware and Software of the DSM Billing System, under ABT Mechanism along with deputation of two nos expert manpower support for the period of 01 Year.
(C)	Quantity/Duration	: 01 Year
(D)	Last date & Time of Tender Submission	: <u>07/12/2021</u> up to 03:00 PM Only
(E)	Due date & Time of Tender Opening	: <u>07/12/2021</u> . at 03:30 PM
(F)	EMD	: Rs. 28,000/- (Rupees Twenty Eight Thousand Only)
(G)	Issued to	: M/s
(H)	Tender cost	: Rs. 1000/- (Rs. One Thousand Only) (Excluding GST @ 18% if purchased from office or downloaded from website)

**Note:**

- The Tender Document is not transferable.
- This Tender Specification Document consists of 53 pages.
- The Bids shall be valid for 90 days from the date of opening the price bid.

*[Signature]*  
EXECUTIVE DIRECTOR (SLDC),  
CSPTCL, RAIPUR

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### Note:

- I. The bidder must submit dully filled up tender specification booklet in total with seal & sign on all the pages positively, otherwise, the offer of bidder shall not be considered.
- II. The bidder must submit the offer, sealed in three separate envelopes, as below:
  - a) **Part-I - Earnest Money Deposit Bid – in a separate envelope.**
  - b) **Part-II – Techno-Commercial Bid – in a separate envelope.**
  - c) **Part-III - Price Bid - in a separate envelope.**



CIN - U 40108CH 2003SGC 015820  
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## CHHATTISGARH STATE POWER TRANSMISSION COMPANY LIMITED

(C.G. Govt. Undertaking)

CHHATTISGARH STATE LOAD DESPATCH CENTRE: RAIPUR

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

Website: [www.sldeeg.com](http://www.sldeeg.com), Email : [office@sldeeg.com](mailto:office@sldeeg.com)

### TENDER FORM

**(Important: This Tender Form must be returned with seal & signature at the time of submitting Tender.)**

Tender Ref. No. : No. 03-02/SLDC/DSM/TR-165/

Raipur, Dtd.

Tender Name : Tender for Annual Maintenance Contract (AMC) for the hardware and software of the DSM Billing System, under ABT Mechanism along with deputation of two nos expert manpower support for the period of 01 Year.

Tender Price : Rs. 1000/- (One Thousand only)

(Excluding GST @ 18% if purchased from office or downloaded from website)

Issued to : M/s

Sold vide DD No. \_\_\_\_\_ dtd. \_\_\_\_\_ drawn on (the bank) \_\_\_\_\_  
Branch \_\_\_\_\_ for Rs. 1000/- + GST @ 18%.

  
EXECUTIVE DIRECTOR (SLDC)  
CSPTCL, RAIPUR

The undersigned hereby willfully tender and offer (subject to CSPTCL's conditions of tendering), the Chhattisgarh State Power Transmission Co. Ltd. For Annual Maintenance Contract (AMC) for the hardware and software of the DSM Billing System, under ABT Mechanism along with deputation of two nos expert manpower support for the period of 01 Year as detailed in this tender including all terms & conditions. In case our bid is selected then, the engineers to be deputed may be interviewed by the SLDC, prior to their acceptance at site, and SLDC may accept or reject the engineer to be deputed, in such case we shall be liable to arrange any other engineer, as SLDC may deem fit. The deputed engineers shall do the works as detailed in the enclosures & annexures of the specifications and scope of work, copies of which are annexed hereto and which under the terms & conditions thereof are to be executed and done by the contractor in a thoroughly good and professional manner, and to perform and observe the provisions and agreements or the part of the contract contained in or reasonably to be inferred from the said tender documents for the sum and at the rates set out in schedules annexed hereto.

It is confirmed that:

- Questionnaire for Commercial Terms and Conditions.
- Questionnaire for Techno-Commercial specifications of the Hardware/Software/etc., and
- All other conditions wherever described in the tender documents have been replied in full giving clear details. It may be noted that in case any reply is not given or any reply is incomplete / ambiguous the CSPTCL will have right to take the same to be advantageous for the CSPTCL. CSPTCL's decision in this regard will be final. The bidder will have no right to furnish any technical or commercial clarification after opening of the bid which may in any way alter the offered prices.

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

Bidder's Address with Seal & Auth.

Signature



CIN - U40108CH2003SGC015820  
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# CHHATTISGARH STATE POWER TRANSMISSION COMPANY LIMITED

(C.G. Govt. Undertaking)

CHHATTISGARH STATE LOAD DESPATCH CENTRE: RAIPUR

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

Website: [www.sldeeg.com](http://www.sldeeg.com), Email : [office@sldeeg.com](mailto:office@sldeeg.com)

No. 03-02/SLDC/DSM/TR-165/1260

Raipur, Dtd. 12/11/2021.

## NOTICE INVITING TENDER

Sealed tenders are invited from the eligible bidders only by the dates mentioned as per the details given below: -

Tender No.	Item Description	Qty.	Tender fee (Rs.)	EMD Amoun	Last date of submission
TR-165	Tender for Annual Maintenance Contract (AMC) for the hardware and software of the DSM Billing System, under ABT Mechanism along with deputation of two nos expert manpower support for the period of 01 Year. Details as per tender documents.	01 Year	Rs. 1000/- + GST @ 18%.	Rs. 28,000/-	07/12/2021 (Up to 15:00 hrs.)

**IMPORTANT:** Please note that any Notice for extension of due date of tender opening will be displayed only on official website of SLDC.

### PURCHASE OF TENDER DOCUMENTS:

The detailed tender specification and terms & conditions of the tender document are given in Annexure-I to XVII and can be obtained in hardcopy from the office of the EXECUTIVE DIRECTOR (SLDC), CSPTCL, Raipur, at the above address on payment of the tender fee (non-refundable), as shown above, through Only Demand Draft drawn in favour of 'Manager (RAO-HQ), CSPTCL, Raipur'. The tender document can also be downloaded from official website of the SLDC and required tender fee can be submitted along with the bid. For details, visit our company website: [www.sldeeg.com](http://www.sldeeg.com) and [www.espc.co.in](http://www.espc.co.in). Tender will be sold till one day prior to the date of opening. In case of any of the above prescribed date is declared as holiday, then it will automatically be shifted to the next working day. Sealed tenders will be accepted till 3.00 PM of the last date of tender submission and will be opened at 3.30 PM on the same day.

The EMD, Techno-Commercial and Financial Bids is required to be submitted in duplicate in separate sealed envelopes addressed to the EXECUTIVE DIRECTOR (SLDC), CSPTCL, Raipur may be dropped in the tender box placed in the office of EXECUTIVE DIRECTOR (SLDC). The Techno-Commercial bid received in prescribed proforma will be opened in the presence of the tenderers, or authorized representatives interested to be present. The financial bid of the technically qualified tenderers will only be opened after techno-commercial evaluation. The representative should bring the authorization letter from their authorized signatory for attending each stage of tender opening.

EXECUTIVE DIRECTOR (SLDC),  
CSPTCL, RAIPUR

For publishing in Newspaper

CIN-U 40108CT2003SGC015820  
GST - 22AADCC5773E1ZX

**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.  
Website : [www.sldccg.com](http://www.sldccg.com), Email : [office@sldccg.com](mailto:office@sldccg.com)

Notice Inviting Tender (NIT)

No.03-02/SLDC/TR-165/1260

Raipur, Dtd. 12/11/2021

Tender No. : 03-02/SLDC/TR-165/1260, dtd. 12/11/2021.

**Name of the Work:**

Tender for Annual Maintenance Contract (AMC) for the hardware and software of the DSM Billing System, under ABT Mechanism along with deputation of two nos expert manpower support for the period of 01 Year.

**Important Dates:**

Last date for Submission of Tender Document: 07/12/2021, upto 03:00 PM Only.

Date of opening of Tender Document: 07/12/2021 at 03:30 PM

The detailed Tender is also available at our official website: [www.sldccg.com](http://www.sldccg.com) & [www.cspe.co.in](http://www.cspe.co.in)

// Save Electricity //

*[Signature]*  
EXECUTIVE DIRECTOR  
(SLDC), CSPTCL, RAIPUR



## Submission of the Bid

**The Bidders should submit their bids in three parts and in four envelopes as under:-**

- (i) **Envelope - I** :- To contain Part-I of the tender document with heading written on envelope as below:

a. Name of the bid : **EMD Bid**

b. Tender Ref. No. : 03-02/SLDC/TR-165 Raipur, Dtd. \_\_\_\_\_.

This envelope should contain a covering letter with earnest money or Earnest Money exemption certificate as detailed in Annexure-II. The cover of the envelope should be suitably super-scribed with the details of earnest money and tender number. **The envelope should be sealed properly.**

In case the tender document is downloaded from SLDC's Website, then the required cost of tender document only in the form of DD drawn in favour of Manager (RAO-HQ), CSPTCL, Raipur should also be kept inside this Envelope.

Please note that the tender shall be liable for rejection if

- a) EMD as per tender specification / proof in support of exemption of EMD as per Annexure-II and clause 4.1 of part -I is not found inside the envelope and
- b) In case DD towards tender cost is not found inside this envelope in case tender document is downloaded from website.

- (ii) **Envelope - II** :- To contain Part-II of the tender document with heading written on envelope as below:

a. Name of the bid : **Techno-Commercial Bid**

b. Tender Ref. No. : 03-02/SLDC/TR-165 Raipur, Dtd. \_\_\_\_\_.

This envelope should contain the Techno-Commercial Bid complete in all respects, in duplicate. **The envelope should be sealed properly.**

- a) Covering letter stating willingness to bid for the tender with complete understanding and acceptance to all clauses, of the Tender Specification Document.
- b) Duly filled Tender Form with seal & signature.
- c) Duly filled Techno-Commercial Bid proforma, as per Annexure-III
- d) Documents as specified under Eligibility Criteria as per Annexure-III (a,b,c,d,e)

(iii) **Envelope - III** : - To contain Part-III of tender document with heading written on envelope as below:

a. Name of the bid : **Price Bid**

b. Tender Ref. No. : 03-02/SLDC/TR-165 Raipur, Dtd. \_\_\_\_\_.

This envelope should contain the Price Bid as per Annexure-IV, complete in all respects.  
**The envelope should be sealed properly.**

1. Price bids should be kept inside in one envelope only.
2. The rates both in words and figures without, any corrections or over writing should be quoted by the Bidder in Price Bid and must be valid for at least, 90 days from opening of the Price Bid.

(iv) **Envelope - IV** : - To contain Part-I, Part-II and Part-III of tender document

This large envelope should contain all the above three envelopes separately - EMD, Techno-Commercial and Price Bid. All the envelopes must be sealed properly.

**A certificate in the following format should be pasted over Envelope-IV itself:-**

**Tender Ref. No.:** 03-02/SLDC/TR-165

Raipur, Dtd. \_\_\_\_\_.

**Name of the Tender:** - Tender for Annual Maintenance Contract (AMC) for the hardware and software of the DSM Billing System, under ABT Mechanism along with deputation of two nos expert manpower support for the period of 01 Year.

To,

The EXECUTIVE DIRECTOR (SLDC),

C.S. Power Transmission Co. Ltd.,

Daganiya, RAIPUR (C.G.) 492 013

IT IS CERTIFIED THAT WE AGREE TO THE FOLLOWING:-

1	Description of DSM system (Annexure-VIII)	Agreed
2	General Terms and Conditions for the Bidder (Annexure-IX)	Agreed
3	Techno-Commercial Terms Conditions (Annexure-X)	It is certified that the service offered by us is strictly as per Techno-Commercial Specification as stipulated in this tender and in case any deviation is observed later on, then we shall be solely responsible and that our tender will be rejected.

4	Scope of work (Annexure-XI)	Agreed
5	Terms & Conditions of payment (Annexure-XII)	Agreed
6	Undertaking (Annexure-XIII)	Agreed
7	Enclosures	It is certified that we have enclosed the following documents as required in this tender: Earnest Money Deposit and cost of tender document downloaded; all the documents as required in bid criteria along with Annexure-III (a) to Techno-Commercial Bid along with completed tender document duly signed by the bidder on separate page with company seal; Price Bid; any other relevant document such as technical & commercial deviations, undertaking, power of attorney & board of resolution wherever applicable, checklist of documents submitted, etc.

Tenders being submitted must be signed by a person holding a power of attorney authorizing him to do so. The self-attested copy of power of attorney should be furnished. Tenders submitted on behalf of company registered under Indian Companies Act shall be signed by persons duly authorized to submit the tender on behalf of the company and shall be accompanied by self-attested copy of resolution / abstract of Article of Association/ special or general power of attorney.

**Place:**

**Auth. Signature of the Bidder**

**Date :**

**with Company's Seal:**



**Annexure-I****Pre-Bid Qualification Criteria for Bidders**

S.N.	Pre-Bid Criteria	Documents Required
1	The bidder should be Public/Private/Partnership Company or Firm having necessary valid GST No., PAN No., EPF No., etc. registrations as on date of issuance of NIT.	The details to be provided in Annexure-III (a) and self-attested copies of certificate of incorporation, partnership deed as the case may be, GST No., PAN No., EPF No., etc. to be enclosed.
2	The bidder should have Minimum Average Annual Turnover (MAAT) of Rs. 8.37 Lakhs (Rs. Eight Lakhs Thirty Seven Thousand only) for last three financial years i.e. 2018-19, 2019-20 & 2020-21.	The details to be provided in Annexure-III (b) and self-attested copies of Audited Balance Sheet, Annual Profit & Loss Statement, Certificate of CA regarding Turnover for the bidder to be enclosed.
3	The bidder (in individual capacity) should have experience of minimum one year as on date of issuance of NIT, in the field of DSM Billing System software development under ABT Mechanism in following Indian entities (i) Power utilities owned and controlled by central or State Government OR (ii) PSUs, OR (iii) Government Organisations.	The details to be provided in Annexure-III (c) and self-attested copies of work orders issued from Head of office under whom the work were completed, depicting the scope of work executed to be enclosed.
4	The bidder (in individual capacity) should have experience of satisfactorily executing at-least one Annual Maintenance Contract (AMC) with on-site Operation & Maintenance (O&M) Support for integrated Hardware and Software project related to DSM Billing System under ABT Mechanism in following Indian entities (i) Power utilities owned and controlled by central or State Government OR (ii) PSUs, OR (iii) Government Organisations. The value of such works executed must not be less than Rupees Ten Lakhs per year.	The details to be provided in Annexure-III (d) and self-attested copies work orders issued from Head of office under whom the work were completed, depicting the scope of work executed to be enclosed.
5	The bidder should have ISO-9001:2015 for Quality Management System (QMS) certification and ISO-27001:2013 or latest for Information Security management System (ISMS) policy & objectives certification.	Copy of all required Certification.
6	The bidder should be capable of deputing two engineers at site: one from IT/CS branch and other from Electrical branch holding 1 <sup>st</sup> Division Degree in BE/BTech and having post qualification experience of at-least two years as on date of issuance of NIT, in DSM Billing System software development under ABT Mechanism or onsite software maintenance, using Visual Basic 6.0 and Oracle 10g in Windows Client-server architecture.	CV's of employees Counter Signed by legally authorized signatory needs to be submitted. Scanned signature shall be accepted.

**PART-I: Earnest Money Deposit (EMD)**

**Earnest Money Deposit (EMD):** An amount of Rs. 28,000/- (Twenty Eight Thousand Only) for tender (non-refundable) is paid in favour of **Manager (RAO-HQ), CSPTCL, Daganiya, Raipur** payable at Raipur, as detailed below:

S. No.	Tender No.	EMD Amount	Mode of payment	DD No. & Date	Exempted	Remarks
I.	TR-165	Rs. 28,000/-	DD		Yes/No	

Please note that Techno-Commercial Bid and Price Bid of tenderers will not be opened, if earnest money is not deposited in form of demand draft for the value mentioned in tender specification, unless exempted by the CSPTCL. The following are exempted from payment of EMD:-

- I. SSI units of Chhattisgarh State permanently registered with DIC. The registration should be permanent & should be specifically for the items quoted in the tender & valid on the date of opening of tender. Copy of certificate duly self-attested should be submitted.
  - II. Small Scale units registered with NSIC: - In case of small scale units registered with NSIC, their registration certificates should be valid for the item under tender on due date of opening of Techno-commercial bid. In case the certificate is not valid on due date of opening the tender will be rejected. Incomplete certificate should not be submitted. The list of items for which certificate is valid should also be furnished and name of item under tender should appear in this list failing which tender will be rejected.
  - III. Fully owned State Govt /Central Govt. units, if 100% shares are held by the State Govt. concerned for which documentary evidence duly self-attested must be furnished with offer.
  - IV. The photocopy of the NSIC/ SSI registration certificate for the tendered item duly self-attested should be furnished with the offer. In case of self-attested copy is not submitted, the original certificate should be produced at the time of opening for verification failing which their offer will be liable for rejection.
  - V. The bidders who come under any of above category must produce documentary evidence failing which the offer of bidder will be rejected.
- In case the bidder withdraws his offer during the validity period or after placement of order, the Earnest Money shall be forfeited. EMD of unsuccessful bidders shall be returned on placement of work order. EMD of bidder on whom order is placed shall be returned on acceptance of security deposit. No interest shall be paid on the EMD amount.

Place:

Auth. Signature of the Bidder

Date :

With Company's Seal:

**Annexure-III****PART- II: Techno-Commercial Bid**

(On letter head of the Firm (with CIN No.) and in a separate envelope)  
PROFORMA FOR APPLICATION

**Tender Name:** Tender for Annual Maintenance Contract (AMC) for the hardware and software of the DSM Billing System, under ABT Mechanism along with deputation of two nos. expert manpower support for the period of 01 Year.

1. Name of the firm: .....
2. Address of the firm: .....
3. Phone Number (with STD Code) .....
4. Company Owner(s) Name: (1) ..... (2) .....
5. Address of the Company Owner(s) (1) ..... (2) .....
6. Company Owner(s) Phone No. (1) ..... (2) .....
7. Details of the firm:
  - (i) Date of incorporation of the firm: .....
  - (ii) Turnover of the firm during:
    - (iii) FY 2018-19 (Rs.) .....
    - FY 2019-20 (Rs.) .....
    - FY 2020-21 (Rs.) .....

**(Please attach documentary evidence)**

- (iv) GST Registration No. : .....
  - (v) PAN Registration No.: .....
  - (vi) EPF Registration No. ....
  - (vii) SAP Vendor No.: .....
8. **Tender Processing Fee:** An amount of Rs. 1000/- (One Thousand Only) Plus GST @ 18% for Tender cost (non-refundable) is paid in the form of DD payable in favor of **Manager (RAO-IIQ), CSPTCL, Danganiya, Raipur payable at Raipur.**

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

S. No.	Tender No.	Tender Fee Amount	Mode of payment	DD No. & Date	Downloaded from Website	Remarks
1.	TR-165	Rs. 1000/- + GST @ 18%	DD		Yes/No	

9. We as a bidder fulfill the Eligibility Criteria as specified in Annexure-I for Bidders. (documentary proof is enclosed, if applicable)

10. **Earnest Money Deposit (EMD):** As specified in Annexure-II, an EMD amount of Rs. 28,000/- (Twenty Eight Thousand Only) for tender (refundable) is paid in the form of Demand Draft payable in favor of **Manager (RAO-HQ), CSPTCL, Daganiya, Raipur payable at Raipur.** (otherwise enclose proof for exemption)

S. No.	Tender No.	EMD Amount	Mode of payment	DD No. & Date	Exempted	Remarks
1.	TR-165	Rs. 28,000/-	DD		Yes/No	

11. The details of our legal/administrative status as required under eligibility criteria-1 have been enclosed as specified in Annexure-III (a) and the required documentary proof is enclosed.
12. The details of our financial status as required under eligibility criteria-2 have been enclosed as specified in Annexure-III (b) and the required documentary proof is enclosed.
13. The details of works executed by us for DSM Billing System software development under ABT Mechanism/ onsite software maintenance as required under eligibility criteria have been enclosed as specified in Annexure-III (c) and the required documentary proof is enclosed.
14. The details of works executed by us for AMC onsite software maintenance as required under eligibility criteria have been enclosed as specified in Annexure-III (d) and the required documentary proof is enclosed.
15. The details of Technical Personnel available with us as required under pre-bid criteria have been enclosed as specified in Annexure-III (e) and the required documentary proof is enclosed.
16. Valid documentary proofs of the details of the financial conditions of the bidder as required under eligibility (Annexure-I) criteria have been enclosed.
17. We as a bidder have read and understood the Description of the DSM Billing System, under ABT Mechanism, as per Annexure-VIII.
18. The General Term & Conditions for the Bidder as per Annexure-IX is acceptable to us.
19. The Techno-Commercial Term & Conditions of work as per Annexure-X is acceptable to us.
20. The Scope of work as per Annexure-XI is acceptable to us.
21. The Term & Conditions of payment, as per Annexure- XII is acceptable to us.
22. Undertaking by us, as per Annexure-XIII has been dully signed with seal has been enclosed.
23. The Contract Acceptance Format, as per Annexure-XIV is acceptable to us.
24. The Contract Agreement Format (as per Annexure-XV) and the Bank Guarantee Format (as per Annexure-XVI) for Security Deposit has been read, understood and is acceptable

to us. In case our offer is selected any change in the Contract Agreement Format and the Bank Guarantee Format for Security Deposit shall not be permitted.

25. The Pre-Contract Integrity Pact as per Annexure-XVII has been submitted along with Techno-Commercial Bid.

26. All the enclosures and formats (Annexure I to XVII) of the tender document have been read, understood and accepted fully. Deviations, if any, have been specifically pointed out with appropriate justification. In case the justification provided is found unsatisfactory, the SLDC, CSPTCL reserves all rights that this offer may be summarily rejected.

27. All the pages of the Tender Document and the relevant enclosures have been duly signed with company's seal, and any negligence on the part of the bidder shall lead to summarily rejection of the bidder's offer.

28. The Tender issuing authority reserves the right to cancel the tender (in part or complete) at any time without giving any explanation thereof.

29. It is certified that we have enclosed the following documents as required in this tender: Earnest Money Deposit and cost of tender document, if downloaded; all the documents as required in pre-bid criteria along with Annexure-III (a) to (e); Techno-commercial bid along with complete tender document dully signed by the bidder on each page with company seal; Price Bid; any other relevant document such as technical & commercial deviations, techno-commercial questionnaire, power of attorney & board of resolution wherever applicable, checklist of documents submitted, etc.

30. **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 shortcoming 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.

Place: Auth. Signature of the Bidder \_\_\_\_\_

Date : With Company's Seal:

**Annexure-III (a)****Tender No. :  
Details of the bidder's administrative status**

(Pls give relevant & specific information as on the date of issuance of NIT in compliance of Pre-Bid Criteria-1 of Annexure-I)

Name of the Bidder: .....

For fulfilling Pre-Bid Criteria No. - 1:- The bidder should be Public/Private/ Partnership Company or Firm having necessary valid registrations as on date of issuance of NIT.

S. N.	Whether Public/Private/ Partnership Company or Firm?	If, partnership Company or Firm Date of incorporation then list all partners?	GST No. & date of registration	PAN No. & date of registration	EPF No. & date of registration	List of Enclosed documents, as per pre-bid criteria-1.
1	2	3	4	5	6	7
1						

Whether the pre-bid criteria no.-1 is fulfilled or not? Yes/No

Documents required for fulfilling above pre-bid criteria no -1:

Self-attested copies of (i) certificate of incorporation. (ii) partnership deed as the case may be. (iii) GST registration. (iv) PAN registration. and (v) EPF registration etc., to be enclosed. Any inconsistency/deficiency in above submitted information & documents shall be treated as illegible and bid will be rejected.

Place:

Auth. Signature of the Bidder with

Date :

Company's Seal:



**Annexure-III (b)****Tender No. :****Details of the bidder's financial status****(Pls give relevant & specific information as on the date of issuance of NIT in compliance of Pre-Bid Criteria-2 of Annexure-I)**

Name of the Bidder: .....

For satisfying Pre-Bid Criteria No. - 2:- The bidder should have Minimum Average Annual Turnover (MAAT) of Rs. 8.37 Lakhs (Rs. Eight Lakhs Thirty Seven Thousand only) for last three financial years i.e. 2018-19, 2019-20 & 2020-21.					
S. N.	FY	Annual Turnover of the bidder (in Rs.)	Whether BS & P/L Statement is Audited from CA or not? Yes/No	Whether Turn-Over of the bidder is certified from CA? Yes/No	List of Enclosed documents, as per pre-bid criteria-2.
1	2	3	4	5	6
1	2018-19				
2	2019-20				
3	2020-21				
Average Annual Turnover of the bidder (in Rs.)					
Whether pre-bid criteria no.-2 is fulfilled or not? Yes/No					
Documents required for fulfilling above pre-bid criteria no -2:					
Self-attested copies of (i) Audited Balance Sheet (BS), (ii) Annual Profit & Loss (P/L) Statement, and (iii) Certificate of CA for Turnover to be enclosed. Any inconsistency/deficiency in above submitted information & documents shall be treated as illegible and bid will be rejected.					

Place:

Auth. Signature of the Bidder with

Date :

Company's Seal:

# Annexure-III (c)

## Tender No. : Details of the software development works completed by the bidder

(Pls give relevant & specific information as on the date of issuance of NIT in compliance of Pre-Bid Criteria-3 of Annexure-I)

Name & Address of the Bidder: .....

For satisfying Pre-Bid Criteria No. - 3:- Bidder should have a minimum experience of one year as on date of issuance of NIT. in the field of DSM Billing System software development under ABT Mechanism in following indian entities (i) Power utilities owned and controlled by central or State Government OR (ii) PSUs. OR (iii) Government Organisations.

S N	Name of work/project executed	Name & Address of organization for whom work was done	Duration of Work (in Mths)	Date of start of project	Date of completion of project	Work done is as per pre-bid criteria-3 or not? (Yes /No)	List of Enclosed documents, as per pre-bid criteria-3.
1		2	3	4	5	6	7
1							
2							
3							
4							

Whether pre-bid criteria no-3 is fulfilled or not? Yes/No

Documents required for fulfilling above pre-bid criteria no -3:

Self-attested copies of (i) Work orders depicting the scope of work executed should be attached. Enclosed certificates should have been issued from Head of office under whom the work were completed. Any inconsistency/deficiency in above submitted information & documents shall be treated as illegible and bid will be rejected.

Place:

Date :

Auth. Signature of the Bidder with

Company's Seal:

**Tender No. :****Details of the AMC with onsite O&M works completed by the bidder**

(Pls give relevant & specific information as on the date of issuance of NIT in compliance of Pre-Bid Criteria-4 of Annexure-I)  
**Name & Address of the Bidder:** .....

**For satisfying Pre-Bid Criteria No. - 4:-** The Bidder should have satisfactorily completed execution of at-least one Annual Maintenance Contract (AMC) with on-site Operation & Maintenance (O&M) Support for integrated Hardware and Software project related to DSM Billing System in following indian entities (i) Power utilities owned and controlled by central or State Government OR (ii) PSUs. OR (iii) Government Organisations and the value of the works executed must not be less than Rupees ten lakhs per year.

S N	Name of work/project executed	Name of organization for whom work was done	Value of the work done (in Rs.)	Duration of Work (in Mths)	Date of start of project	Date of completion of project	Work done as per pre-bid criteria-4 or not? (Yes /No)	List of Enclosed documents, as per pre-bid criteria-4.
1		2	3	4	5	6	7	8
1								
2								
3								
4								

**Whether pre-bid criteria no.-4 is fulfilled or not? Yes/No**

**Documents required for fulfilling above pre-bid criteria no -4:**

Self-attested copies of (i) Work orders depicting the scope of work executed should be attached. Enclosed certificates should have been issued from Head of office under whom the work were completed. Any inconsistency/deficiency in above submitted information & documents shall be treated as illegible and bid will be rejected.

**Place:**

**Date :**

**Auth. Signature of the Bidder with**

**Company's Seal:**

**Tender No. :**  
**Details of Technical Personnel to be deputed**

(Pls give relevant & specific information as on the date of issuance of NIT in compliance of Pre-Bid Criteria-6 of Annexure-I)  
 Name of the Bidder: .....

**For satisfying Pre-Bid Criteria No. - 6:-** The Bidder should be capable of deputing two engineers at site: one from IT/CS branch and other from Electrical branch holding 1st Division Degree in BE/BTech and having post qualification experience of at-least two years as on date of issuance of NIT. in DSM Billing System software development under ABT Mechanism or onsite software maintenance. using Visual Basic 6.0 and Oracle 10g in Windows Client-server architecture.

S. N.	Name of Engineer	Percentage of marks / CGPA obtained in BE/BTech.	Whether holding 1st division degree in BE/BTech? Yes/No	Years of experience in VB 6.0 and Oracle 10g	Whether having post qualification experience of 2 years in VB 6.0 and Oracle 10g? Yes/No	List of Enclosed documents, as per pre-bid criteria-6.
1	2	3	4	5	6	7
1						
2						

**Whether pre-bid criteria no.-6 is fulfilled or not? Yes/No**

**Documents required for fulfilling above pre-bid criteria no -5:**

Self-attested copies of (i) Degree Certificate/Mark sheet of 1-to-8 semesters. (ii) Resume depicting experience in VB 6.0 and Oracle 10g. should be attached. Any inconsistency/deficiency in above submitted information & documents shall be treated as illegible and bid will be rejected.

**Place:**

**Auth. Signature of the Bidder with**

**Date :**

**Company's Seal:**

**Annexure-IV****PART- III****Price Bid****(On letter head of the Firm (with CIN No.) and in a separate envelope)**

The undersigned hereby tender and offer to complete the following works at SLDC (CSPTCL), Raipur for the quantities and rates specified as under:

**Price Bid for:**

**Name of the Tender:** - Tender for Annual Maintenance Contract (AMC) for the hardware and software of the DSM Billing System, under ABT Mechanism along with deputation of two nos expert manpower support for the period of 01 Year.

Sl.	Particulars	Quantity	Rate (in Rs.) per quarter	Total Amount (in Rs.)
1.	AMC of hardware being used (as detailed in annexure-viii) for the DSM-Billing System under ABT Mechanism.	4 Quarter (12 months)		
2.	AMC of System software and Application software modules being used (as detailed in annexure-viii) for the DSM-Billing System under ABT Mechanism.	4 Quarter (12 months)		
3.	Routine Maintenance of the hardware and software of DSM-Billing System under ABT Mechanism.	4 Quarter (12 months)		
4.	Deputation of two Engineers at SLDC, Raipur for operation & maintenance of the DSM-Billing System under ABT Mechanism.	4 Quarter (12 months)		
5.	<b>Total Amount payable (excluding all taxes) in figures</b>			
	<i>Total Amount payable (excluding all taxes) in words is Rs. ....</i>			
6.	<b>Applicable GST @ %</b>			
7.	<b>Total Amount payable (including all taxes) in figures</b>			
	<i>Total Amount payable (including all taxes) in words is Rs. ....</i>			

**Declaration**

- (i) I/We confirm that this Price bid is valid for 90 days from the date of opening of the Price Bid.
- (ii) I/We agree that, the SLDC, CSPTCL, reserves rights to negotiate with the L1 Bidder.
- (iii) I/We confirm that the Price Bid is free from CORRECTIONS and ERASURES.
- (iv) I/We agree that the representative without the authorization letter shall not be eligible for attending the process of price bid opening.
- (v) I/We confirm to observe and abide by all the Terms & Conditions as per tender specification (Annexure-I to XVII).
- (vi) The Price Bid Deviations, if any, as attached herewith in a separate sheet.
- (vii) The document has been Purchased/Downloaded by us. (Strike-off whichever is not applicable)
- (viii) If Tender is downloaded then details of tender cost of Rs. 1000/- plus GST @ 18% vide DD No. .... dtd. .... Drawn on bank ..... at branch ..... in favor of Manager (RAO-HQ), CSPTCL, Raipur.
- (ix) Earnest Money of Rs. 28,000/- (Twenty Eight Thousand only) has been deposited in favor of Manager (RAO-HQ), CSPTCL, Raipur vide DD No. .... dtd. .... Drawn on bank ..... at branch .....
- (x) If EMD is exempted then please strike-off previous point no (ix) and ensure submission of requisite document.
- (xi) The Price Bid shall be evaluated considering the Total Amount (including GST) as quoted at Sl. No. 07 above.

**Place:****Auth. Signature of the Bidder with****Date :****Company's Seal:**

Schedule of Technical Deviations(TO BE KEPT IN THE ENVELOPE OF TECHNO-COMMERCIAL BID)(Please strike-off complete page if not applicable)

To.

The EXECUTIVE DIRECTOR,  
SLDC, CSPTCL, Daganiya,  
Raipur -492013, C.G.

Sub: Technical Deviation in respect of tender no. ....

Dear Sir,

We/I have carefully gone through the tender specification in detail and we/I have satisfied ourselves/ myself and hereby confirm that our/my offer strictly conforms to the requirements of technical specification except for the following deviations, which are given below:

S No.	Description & Clause No. of specification & page No.	What is Stipulated in specification	Deviation Offered	Remarks regarding justification of the deviation.
1.				
2.				
3.				
4.				
5.				

We/I also agree that:-

- (1) Except for aforesaid Technical Deviations, the entire order, if placed on us, shall be executed in accordance with your tender specification and any other conditions, variations or deviations etc. if found elsewhere in our offer should not be given any consideration while evaluation of the tender.
- (2) It will be discretion of SLDC, CSPTCL either to consider any of the above quoted technical deviations or not while placing order.

Place:

Date :

Auth. Signature of the Bidder

with Company's Seal:



**Annexure-VI**

**Schedule of Commercial Deviations**  
**(TO BE KEPT IN THE ENVELOPE OF TECHNO-COMMERCIAL BID)**  
**(Please strike-off complete page if not applicable)**

To,  
 The EXECUTIVE DIRECTOR,  
 SLDC, CSPTCL, Daganiya,  
 Raipur -492013, C.G.

Sub: Commercial Deviation in respect of tender no. ....

Dear Sir,

We/I have carefully gone through the tender specification in detail and we/I have satisfied ourselves/ myself and hereby confirm that our/my offer strictly conforms to the requirements of commercial specification except for the following deviations, which are given below:

S No.	Description & Clause No. of specification & page No.	What is Stipulated in specification	Deviation Offered	Remarks regarding justification of the deviation.
1.				
2.				
3.				
4.				
5.				

We/I also agree that:-

- (1) Except for aforesaid Commercial Deviations, the entire order, if placed on us, shall be executed in accordance with your tender specification and any other conditions, variations or deviations etc. if found elsewhere in our offer should not be given any consideration while evaluation of the tender.
- (2) It will be discretion of SLDC, CSPTCL, either to consider any of the above quoted commercial deviations or not while placing order.

Place:

Auth. Signature of the Bidder

Date :

with Company's Seal:

**Techno-Commercial Questionnaire**  
(Please tick in the check-box below as yes/no)

Name & Address of the Bidder:

.....

Name, Designation & address of the Authorized signatory of the bidder:

.....

Email Id & Mobile No. of the Authorized signatory:

.....

Sl No.	Particulars	Please Tick	
		yes <input type="checkbox"/>	no <input type="checkbox"/>
1.	Whether tender has been purchased from our office or not?	<input type="checkbox"/>	<input type="checkbox"/>
2.	Whether you have submitted your Offer as per tender specification.	<input type="checkbox"/>	<input type="checkbox"/>
3.	If tender is downloaded, then whether tender cost Rs. 1000/- + GST @ 18% submitted in the form of DD format or not?	<input type="checkbox"/>	<input type="checkbox"/>
4.	Earnest Money Details (EMD) in the form of DD format submitted or not?	<input type="checkbox"/>	<input type="checkbox"/>
5.	If EMD exempted then whether you are registered as SSI Unit of CG/ Small scale unit registered with NSIC/ Fully owned state/central govt. Unit or not?	<input type="checkbox"/>	<input type="checkbox"/>
6.	If EMD exempted then whether you have enclosed documentary evidence as specified in tender regarding exemption from EMD or not?	<input type="checkbox"/>	<input type="checkbox"/>
7.	Whether the quoted offer is valid for 90 days from the date of opening of technical or commercial bid?	<input type="checkbox"/>	<input type="checkbox"/>
8.	Whether the extension or reduction or change in quantity of the quoted items as per Annexure-X of this tender are acceptable to you or not?	<input type="checkbox"/>	<input type="checkbox"/>
9.	Please confirm that whether the payment terms and conditions as per Annexure-XII are acceptable to you or not?	<input type="checkbox"/>	<input type="checkbox"/>

10	Please confirm that whether the power of attorney & board of resolution as required and wherever applicable have been enclosed or not?	<input type="checkbox"/> YES <input type="checkbox"/> NO
11	Whether you have enclosed self-attested copy of incorporation or not?	<input type="checkbox"/> YES <input type="checkbox"/> NO
12	If your firm is partnership firm then whether you have enclosed the self-attested partnership deed or not?	<input type="checkbox"/> YES <input type="checkbox"/> NO
13	Whether you have enclosed the requisite proof of GST registration or not?	<input type="checkbox"/> YES <input type="checkbox"/> NO
14	Whether you have enclosed the requisite proof of PAN registration or not?	<input type="checkbox"/> YES <input type="checkbox"/> NO
15	Whether you have enclosed the requisite proof of TEPF registration or not?	<input type="checkbox"/> YES <input type="checkbox"/> NO
16	Whether you have enclosed the requisite proof of Audited Balance sheets for FY 2018-19, 2019-20 & 2020-21 or not?	<input type="checkbox"/> YES <input type="checkbox"/> NO
17	Whether you have enclosed the requisite proof of Audited Profit & Loss Statement for 2018-19, 2019-20 & 2020-21 or not?	<input type="checkbox"/> YES <input type="checkbox"/> NO
18	Whether you have enclosed the requisite proof from CA regarding turnover for FY 2018-19, 2019-20 & 2020-21 or not?	<input type="checkbox"/> YES <input type="checkbox"/> NO
19	Whether you have enclosed the requisite copy of work orders completed as per pre-bid criteria-3 & Annexure-III (c) (software development) or not?	<input type="checkbox"/> YES <input type="checkbox"/> NO
20	Whether you have enclosed the requisite copy of work orders completed as per pre-bid criteria-4 & Annexure-III (d) (onsite AMC/O&M) or not?	<input type="checkbox"/> YES <input type="checkbox"/> NO
21	Whether you have enclosed the requisite copy of all required Certification.	<input type="checkbox"/> YES <input type="checkbox"/> NO
22	Whether you have enclosed the requisite copy of degree certificates/mark-sheets of Engineers to be deputed at site as per pre-bid criteria-6 & Annexure-III (e) (Manpower deputation) or not?	<input type="checkbox"/> YES <input type="checkbox"/> NO
23	Whether you have enclosed the requisite copy of experience certificates depicting experience of Engineers in VB 6.0 and Oracle 10g as per pre-bid criteria-6 & Annexure-III (e) (Manpower deputation) or not?	<input type="checkbox"/> YES <input type="checkbox"/> NO
24	Whether you have enclosed the details as required in Annexure-III (a) or not?	<input type="checkbox"/> YES <input type="checkbox"/> NO

25	Whether you have enclosed the details as required in Annexure-III (b) or not?	yes <input type="checkbox"/>	no <input type="checkbox"/>
26	Whether you have enclosed the details as required in Annexure-III (c) or not?	yes <input type="checkbox"/>	no <input type="checkbox"/>
27	Whether you have enclosed the details as required in Annexure-III (d) or not?	yes <input type="checkbox"/>	no <input type="checkbox"/>
28	Whether you have enclosed the details as required in Annexure-III (e) or not?	yes <input type="checkbox"/>	no <input type="checkbox"/>
29	Whether you have submitted any technical deviations as required in Annexure-V or not?	yes <input type="checkbox"/>	no <input type="checkbox"/>
30	Whether you have submitted any technical deviations as required in Annexure-VI or not?	yes <input type="checkbox"/>	no <input type="checkbox"/>
31	Whether you have read the tender specification in complete and understood all the terms & conditions.	yes <input type="checkbox"/>	no <input type="checkbox"/>
32	Whether you agree that any inconsistency/deficiency submission of information & documents as specified in this tender shall be treated as not eligible for techno-commercial bid and bid will be rejected.	yes <input type="checkbox"/>	no <input type="checkbox"/>
33	Whether you agree that in case if you withdraw your quoted offer during the validity period or after placement of order, the Earnest Money shall be forfeited?	yes <input type="checkbox"/>	no <input type="checkbox"/>
34	Whether you have enclosed the cancelled cheque/Bank Account details or not?	yes <input type="checkbox"/>	no <input type="checkbox"/>
35	Whether you have registered in CSPCL. If yes, then provide the SAP Vendor No.	yes <input type="checkbox"/>	no <input type="checkbox"/>

Place:

Auth. Signature of the Bidder with

Date :

Company's Seal:

### Description of DSM Billing System (under ABT Mechanism)

The DSM Billing System, under ABT Mechanism, comprise of billing software and its associated hardware commissioned in FY 2008-09, at SLDC, with two rack servers (01 main plus 01 stand-by) and Five Client Machines connected via Switch & Sonic wall in a LAN. The description of all the associated hardware and software (system software & application software) are as listed below:

#### **A. Hardware Specification: (Year of purchase 2008)**

1. **Server Rack** - CYBERACK LX 19" 22U/39" DEPTH - 01Nos.
2. **Server** - HP ProLiant DL380 Generation 5 (G5) - 02 Nos.
3. **Tape Drive** - HP LTO-4 Ultrium 1760 - 02 Nos.
4. **Client CPU**- HP Compaq DX-2480 Business PC MT (FH296PA) -04 Nos.
5. **Monitor** -HP LP2465 21" SVGA, TFT Plasma (LCD) color Monitor - 06 Nos.
6. **Wired Keyboard & Mouse** - HP SK 2880, 104 Keys Standard Keyboard and HP Optical USB Mouse - 06 Nos. each
7. **Wireless Multimedia Keyboard** - HP RN595PA#AB4 - 02 Nos.
8. **Cordless Optical Mouse** - HP M-RAU95 - 02 Nos.
9. **Network Printer** - HP make Laser Printer M252dn - 02 Nos.
10. **Network Switch** - Procurve 2510-24G - 01 Nos.
11. **Network Firewall** - Sonic wall TZ 210 Series - 01 Nos.
12. **Networking Accessories** - Includes 24 Network ports and network cables (Ethernet CAT -6 cable 200 meters) within the SLDC building at Raipur.
13. **UPS** - APC 2KVA on line for server - 01 Nos, APC 500 VA for Client CPU - 04 Nos.
14. **Battery**- SP1265 Relicell -Dry cell, Sealed Maintenance Free - 04 Nos.

#### **B. System Software Specification: (Year of purchase 2008)**

1. **Operating System** - Windows xp (Service pack -2)
2. **Windows server 2003** (Service pack -3)
3. **Oracle 10 g Enterprise Edition**
4. **Visual Basic 6.0**
5. **VB.Net**
6. **I-net Clear version 11.0**
7. **GE-Fanuc- Real Time Information Portal**
8. **Java**
9. **PHP**
10. **IIS Web server**
11. **Print Server**
12. **Kaspersky Antivirus**

**C. Application Software Specification: (Year of purchase 2009)**

The DSM Billing System software consists of following module developed using Oracle 10g as backend and Visual Basic, VB.Net, Java, IIS, PHP, GE-Fanuc RTIP, inet-Clear Designer and XML.

- 1. Configuration Module** – for the purpose of configuring all details of newly connected/granted open access customer/CPPs/IPPs/generators of the CG State.
- 2. Metering module-** for purpose of configuring ABT Meters and populating meter data to the database.
- 3. Scheduling module** - for purpose of uploading schedule from the RLDC and SLDC websites and inserting into database and also for scheduling the power of open access customers (CPPs/IPPs) and generators.
- 4. Frequency Module** – for purpose of populating frequency of the regional grids of India from their websites.
- 5. DSM billing module** - for purpose of generating DSM bill against the deviation from the schedule of open access customers/generators.
- 6. Energy Accounting Module-** for the purpose of generating monthly energy account.
- 7. Commercial Accounting Module** – for commercial settlement towards DSM bills.
- 8. Open access grant module** – for grant of open access permission to eligible open access customers/generators.
- 9. SLDC Registration module-** for registering the new open access customers to SLDC.
- 10. Renewable Energy Certification module** – for implementing of REC mechanism.
- 11. SMS service Module** – for sending SMS to various Open-access customers and Office regarding DSM billing.
- 12. Approved Open access quantum Module** – for purpose of inserting quantum of open access granted to the database.
- 13. XML generator Module** – for converting various data from database into XML format.
- 14. MIS Reporting** –for the purpose of generating various reports as and when desired by the management/Office.
- 15. Network Management-** Network Security managed through Sonic wall, File Transfer Protocol maagement for sharing files on LAN, CSEB File Transfer Protocol management for sharing files from CSEB Intranet to SLDC LAN.
- 16. Inclusion of Other Modules-** Any other new or old module which is not mentioned above, but comes under purview of Inter-State/Intra-State ABT Regime and required for regulatory compliance of rules and regulations of CERC/CSERC/Other regulatory agencies/etc. by this office shall be automatically included under the scope of this contract.

**Annexure-IX**



**General Terms and Conditions for the Bidder****1. General**

The ED (SLDC), CSPTCL on behalf of "The State Load Despatch Centre, Chhattisgarh State Power Transmission Company Ltd." hereinafter referred to as 'SLDC, CSPTCL' will receive tender/bid for AMC and O&M support against this tender.

**2. Amendment in Specifications**

The SLDC, CSPTCL may revise or amend the specification and scope of work prior to opening of tender. Such revision/amendment, if any, will be uploaded in the SLDC website, as Amendment/Addendum to the Tender.

**3. Requirement to read the tender specification by Bidder and return it to SLDC along with the bid.**

The tenderer is requested to go through all the contents of tender specification with all enclosure and Annexure-I to XVII, before preparing their tender bid for submission. If required, the tenderer may visit the site with competent approval at their option. The tenderer shall submit the bid strictly as per the bid submission clause and shall return the complete tender document along with the bid, with company seal and sign on each page.

**4. Bids received by Messengers**

When tender is delivered by Special Messenger of the bidder then it shall responsibility of the bidders to arrange to deposit their bids in the specified Tender Box, kept in the office of ED (SLDC), CSPTCL, SLDC, Building, Ground Floor, SLDC, CSPTCL, Daganiya, Raipur on all working days between 10.30 hrs to 17.30 hrs only, till 15:00 hrs. of the due date of submission of bids. In case the tender is downloaded from website then also it shall responsibility of the bidders to arrange to deposit their bids in the specified Tender Box as said above. **Nobody is authorized to receive or grant receipt for tender delivered by hand.**

**5. Email/Telex – Télégraphic – Fax Bids**

Email/Telex/Telegraphic/Fax offer will not be consider under any circumstances.

**6. Delayed / Late Bids**

SLDC, CSPTCL shall not take any responsibility for any unforeseen postal delay either for the late receipt of documents by tenderer or late receipt of bids by SLDC, CSPTCL.

**No extension in time shall be granted on such grounds.**

**7. Alternative Bids**

Bid should be submitted as per intent of tender documents, as alternative offer are liable to be rejected.

### **8. Mistakes in Bids**

The bid must be in specified format and complete in every manner and submission of any additional documents shall not be entertained after tender submission deadline. However, in case of ambiguity the SLDC may ask for any clarification from the bidders after opening of Techno-Commercial bid, the bidders should respond immediately to such clarifications. Rates should be quoted in both figures and words. In case of ambiguity between rates in figures and words, lower of the two shall be considered. Such offer can also be rejected.

### **9. Rejection of Incomplete Bid or Obscure Bid or Multiple Bids or Bid not in specified format.**

The Technical and Price Bid which is incomplete or obscure or multiple bids or bid not in format as specified in this tender document is liable for rejection.

### **10. Submission of revised bids.**

The bidders may be free to submit their revised bids before the due date of submission or in case if the due date of tender document is extended due to any reason; but the bidders shall be responsible that the revised bid submitted by them is complete in every respect with all three part, including tender cost, earnest money, supporting documents, certificates, Annexures I to XVII etc. and while opening the bids only the latest revised bid shall be opened and all other previous bids submitted shall be returned to the bidder un-opened. The bidder shall solely be responsible for all consequences of submitting revised bids. No correspondence from bidder shall be made or entertained.

### **11. Terms & Conditions in Bids**

Bidder's terms & condition will not be considered as forming part of the tender under any circumstances whatsoever.

### **12. Alterations / Corrections in Bids**

Once bids are dropped in tender box, no alteration/ correction in bids shall be permitted. If any corrections be needed, before submitting the tender, the same may be done by the tenderer with his dated signature against alterations.

### **13. Acceptance of Part/Whole Bids – Rights thereof**

SLDC, CSPTCL reserves the right to accept/reject wholly or partly the offer without assigning any reasons whatsoever. SLDC, CSPTCL reserves the right for declaring commencement of the whole or part of the tender without assigning any reasons whatsoever. No correspondence in this respect shall be entertained by the SLDC, CSPTCL.

#### **14. Ambiguities in Conditions of Bids**

In case of ambiguous or self-contradictory terms/conditions mentioned in the bid, interpretation as may be advantageous to the SLDC, CSPTCL may be taken without any reference to the tenderer.

#### **15. Earnest Money - Essential**

No tenders shall be accepted without Earnest Money Deposit (EMD) in the proper form unless otherwise exempted. The documentary proof has to be submitted in support, in absence of necessary documentary proof; the bid shall summarily be rejected. EMD of bidders on whom the order has been placed, shall be returned on acceptance of security deposit as per Terms & Conditions of this tender. No Interest shall be paid on EMD amount.

- 16. Submission of Bids:** The tender shall be submitted in three (3) Parts and strictly as specified in the "contents of the bid" part of the Tender Specification. The bidder must sign at the bottom of each page of the tender document along with their company seal & date.

#### **17. Opening of the Bids-**

Part - I i.e. Earnest Money shall be first opened on the due date & time. Part-II i.e. Techno-Commercial Bid will be opened thereafter on the same day in respect of the bidders whose EMD are found to be as per tender specification. These bids will be scrutinized and then SLDC will take decision regarding opening of Part - III i.e. Price Bid in respect of successful Bidders of part-II. For the purpose of opening of price bid, a notice shall be given to the Bidders so that they may depute their representative for attending price bid opening. Such intimation shall be given within a reasonable period from the date of opening of techno-commercial bids, and after its scrutiny.

#### **18. Process of Evaluation of the Bid-**

After opening the Part-I & II, the deviations, if any, proposed by tenderer in regard to the Techno-Commercial Bid as given in the tender documents, at a later date shall be discussed as shall be notified and clarification shall be submitted by the tenderer within the time stipulated. Further, in case it is also found that, in spite of clarification on techno-commercial, if the offer does not come to a desired acceptable level, the SLDC, CSPTCL may not open the price bid at its discretion. The tenderer shall, therefore, have to ensure that their tender is in conformity with the specification.

#### **19. Canvassing of Bids**

Tender shall be deemed to be under consideration, after opening of bid and until such time official announcement of order is made. During this period the tenderers or their authorized Representative or other interested Parties are advised strongly, in their own interest, to refrain from contacting by any means with SLDC, CSPTCL's personnel or representative on matters relating to tender under study.

**20. Acceptance of Tender**

The SLDC, CSPTCL may reject or accept whole or part of the tender considering its advantage to the SLDC, CSPTCL.

**21. Authorization/Local Representative** Only authorized representative; possessing necessary authority letter shall be allowed to participate in the tender opening process.

**22. Language of Bid**

All tender bids should be made in English only.

**23. Pre-Contract Integrity Pact:** - The bidder shall have to submit pre-contract integrity pact in the format enclosed as **Annexure-XVII** on **Non-Judicial Stamp Paper worth Rs. 250/-** duly signed by the bidder along with the Techno-Commercial bid. The validity of this integrity pact shall be from the date of its signing and extended up to 2 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later. In case bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

**24. Submission of Bill:** -

The firm shall submit invoice in quadruplicate to O/o the EXECUTIVE DIRECTOR, State Load Despatch Centre, CSPTCL, Raipur - 492013 (CG) along with all requisite supporting documents such as copy of log reports of hardware & software, maintenance report, copy of pay slip, attendance of deputed engineers duly certified by the Engineer-In-Charge, valid warranty agreement of hardware, GST Challan slip, EPF deduction statement of engineers, etc. during the first week of the next quarter towards payment of the work done in the previous quarter (i.e. last 3 months) and processing of the bills shall be done accordingly.

**25. Consignee:** - The EE (O) O/o The ED (SLDC) CSPTCL, Raipur will be the consignee for the above services.

Annexure-XTechno-Commercial Terms and Conditions

- (1) **AMC of Hardware:** - The contractor has to cover comprehensive AMC of the equipments, as detailed in Annexure-VIII, from the OEM.
- (2) **AMC of Software:** - The contractor has to cover comprehensive AMC of the software modules, as detailed in Annexure-VIII.
- (3) **Remote Support Service:** - If required the contractor shall depute additional experts or arrange expert remote support as and when required for ensuring smooth functioning of the DSM Billing System if required, CSPTCL shall not pay any additional charges for this.
- (4) **Duration of the Contract:** - The contractor signing the agreement against this tender shall have to cover comprehensive AMC of hardware & software and maintenance of the complete DSM Billing system at SLDC Raipur, along with deputation of manpower for the period of 01 Year from commencement of this AMC.
- (5) **Execution of Agreement:** - The firm shall have to execute an agreement as per Annexure-XV, on a Non-Judicial Stamp paper worth Rs. 300/- plus revenue Stamp of Rs. 1/- affix on it; within 15 days from receipt of the detailed.
- (6) **Completion of the formalities:** The contractor shall complete the formalities like submission of Bank Guarantee (BG), signing of contract agreement, manpower verification, etc. within 15 days from issue of the detailed contract order, otherwise the awarded contract/tender shall automatically stand cancelled and no further correspondence shall be entertained.
- (7) **Commencement of the Contract:** The contract shall commence after expiry of the existing AMC, subject to fulfillment of completion of formalities clause.
- (8) **Extension of the Contract:** -The SLDC, CSPTCL reserves the right to extend the contract on same price and terms, for maximum of another 6 months after completion of the duration of the contract, if the service provided is found to be satisfactory.
- (9) **Change of Quantity:** - CSPTCL reserves the right to vary the quantities as specified in the technical specifications / schedule as may be necessary based on requirement. No correspondences shall be entered into regarding quantity variation.
- (10) **Pre-Termination of Contract:** - SLDC, CSPTCL reserves the right to terminate the contract either in part or full after giving 30 days notice to the contractor in writing and the contractor shall have no claim on this account whatsoever.
- (11) **Taxes/GST:** - All Taxes such as GST etc. within the scope of this tender and as applicable within the State of Chhattisgarh shall be paid extra.

- (12) **Income Tax:** The Income Tax shall be deducted from the payment as per applicable rules and necessary T.D.S. certificate for income tax, shall be issued by the O/o Manager, Regional Account Officer, CSPTCL, Raipur.
- (13) **Security Deposit:** - An amount of approximately 10% of the total value of the order (inclusive of all taxes & duties) shall have to be deposited by the firm at the time of signing the contract. The mode of payment can be RTGS/Bank Guarantee/FDR. No interest shall be paid to the firm against the security deposit. The CSPTCL may encash the security deposit against non-execution/part execution of the order in addition to imposing penalty. The validity of BG shall be up to a period of 3 months later from the date of expiry of the contract.
- (14) **Timings for the Deputed Engineers:** - The deputed engineers shall be present at site as detailed in the scope of work.
- (15) **The minimum qualification for the engineers to be deputed:** - The Bidder should be capable of deputing two engineers at site; one from IT/CS branch and other from Electrical branch holding 1st Division Degree in BE/BTech and having post qualification experience of at-least two years as on date of issuance of NIT, in DSM Billing System software development under ABT Mechanism or onsite software maintenance, using Visual Basic 6.0 and Oracle 10g in Windows Client-server architecture.
- (16) **Capability & Behavior of the Manpower:** - The proposed manpower to be deputed at site support shall be interviewed by officials of SLDC, CSPTCL, before being absorbed and if any manpower is not found up to the satisfaction then the contractor shall propose better manpower. Further, the deputed manpower, representative of the contractor should have to maintain a decent behavior, and should not indulge into any misbehavior or mischievous activities /criminal activities/ any other work not assigned by SLDC, etc. If found guilty of any such activities, then the same shall be replaced by the contractor within a week-time from the date of issuance of such intimation to contractor. Also the contractor and deputed manpower shall maintain confidentiality of the official data/project database, etc. otherwise they shall be liable for legal action. The photo identity verification of the deputed manpower must be submitted at the time of commencement of the work contract. The deputed manpower shall not be allowed to enter the CSPTCL premises without the Valid Work Permit Pass, issued by CSPTCL.
- (17) **Substitution of the Manpower:** The contractor shall be liable to provide proper substitute of manpower, within 15 days, from the date when it is intimated in written that the performance of manpower is not found satisfactory and needs suitable replacement; however it shall not be necessary to assign any reason for such demand/request for substitution. Failing which, after 15 days of such intimation, penalty shall be imposed at 1.5 times of normal penalty rate, treating such manpower as absent. Further if a contractor fails to provide the manpower to the satisfaction of OIC of project, within a maximum



period of 2 months from the date of such demand/request, then CSPTCL may cancel the contract.

- (18) **Loss to CSPTCL Property:** - Any loss to CSPTCL property occurring on the account of any kind of activity carried out by the contractor including deputed manpower shall be quantified by the SLDC and reimbursed by the contractor. The decision of SLDC, CSPTCL shall be final and binding in all such cases.
- (19) **Safety & Wages:** - The contractor shall be entirely responsible for any kind of loss/injury to his employee(s)/representative(s) who are deputed at SLDC, CSPTCL, Raipur. In case of any accident, the firm shall be responsible to make payments to the person injured as per Workmen Compensation Act or as per rules of CG Government adopted from time to time. The deputed engineers must be covered under employee provident fund scheme as per government directives and shall provide documents in support along with the bid. The deputed engineers must be provided with all the safety appliances, testing tools, etc. and must be made conversant with the safety rules and the working conditions.
- (20) **Tools & Tackles:** - The contractor shall arrange all tools & tackles, trouble shooting, maintenance tools, blowers, testing equipments, maintenance of software, technicians, engineers, etc. required for the maintenance work.

(21) **Laws & Regulations:** -

The Contractor shall be responsible for the compliance of all statutory obligations under the Factory Act, Contract Labour (Regulation & Abolition) Act, and Contract Labour (Regulation & Abolition) Rule 1973, Minimum Wages Act, Payment of Wages Act 1936 or any other law imposed by the Government. It will be responsibility of the Contractor to maintain various registers records required under various Acts and have to produce the same to the Engineer-in-Charge or to the inspection authorities of the Government, on demand at any time.

The staff/labour engaged by the Contractor shall be bound by the provisions of the legislation whether Central or State, as in force operative in the State of Chhattisgarh, in case of any default on the part of Contractor or his agent of any to the provisions of such laws. If the CSPTCL is required to incur any expenditure, liabilities arising there from; CSPTCL may deduct and recover the same out of any sum due or becoming due to the Contractor in respect of this contract. The decision of the CSPTCL that any sums have become payable hereunder and the amount, which has become payable shall be final and binding on the Contractor.

If any penalty is imposed on occupier / factory manager due to non-compliance of factory rules and labour laws, the payment of the same shall have to be made by Contractor.

As per requirement of contract-Labour (Regulation and abolition) Act 1970 and its modification till date the Contractor will have to maintain certain Register and records

giving particulars of the contract. Staff/Labour employed, the nature of work performed by the Contractor, the rates of wages paid to contract Staff/Labour etc.

**(22) COMPENSATION UNDER WORKMEN'S COMPENSATION ACT:**

In every case in which by virtue of the provision of Section 12, sub section (1) of the Workmen's Compensation Act 1923, CSPTCL is obliged to pay compensation to workmen employed by the Contractor in execution of the work, CSPTCL will recover from the Contractor, the amount of the compensation so paid without prejudice to the right of the CSPTCL under section 12 sub section (2) of the said Act. The CSPTCL shall be at liberty to recover such amount or any part hereof by deducting it from the Security Deposit or from any sum due by the CSPTCL to the Contractor against it under section 12 subsection (1) of the said Act, except on the written request of the Contractor and upon his having given to the CSPTCL full security for all costs for which the CSPTCL might become liable in consequence of contesting such claim.

**(23) Discontinuance of the Contract:-** If the contractor discontinue the contract for the AMC during contracted period, then he shall be liable to pay the difference amount between the cost of existing contract and new contract given for the balance of work and security deposit shall be fortified. Suppose the contract value is for Rs. 1.5 Lakhs/month and contractor does not complete the work and the new contract is made say for Rs. 1.8 Lakhs/month for rest of the period then the contractor has to pay difference amount i.e. Rs. @ Rs. 0.3 Lakhs/per month (including taxes) for the balance of the period of the contract.

**(24) Force Majeure:-** If at any time during the currency of the contract the performance in whole or part by either party, or any obligation under this contract shall be prevented or delayed by reason of any hostility, act of public enemy, civil commotion, sabotage, fire floods, explosions, epidemics, quarantine, strikes, lookouts or acts of God (hereinafter referred to as events) then provided notice of the happening of any such events is given by either party to the other forthwith by not exceeding four hours from time of occurrence thereof, neither party shall by reason of any such event be entitled to have claim for charges / compensation / damages against the other in respect of such non-performance and / or delay in performance during such period.

**(25) Right of the owner to forfeit security deposit:-** Whenever any claim against the contractor for the payment of a sum of money arises out or under the contract, the SLDC, CSPTCL shall be entitled to recover such sum by appropriating in part or whole the security Deposit of the contractor. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time

thereafter may become due to the contractor. The contractor shall pay to the SLDC, CSPTCL on demand any balance remaining due.

**(26) Jurisdiction:** - The contract shall be governed by and constructed according to the laws in force in INDIA. The contractor hereby submits to the jurisdiction of the Courts situated at RAIPUR for the purposes of disputes, actions and proceedings arising out the contract, the courts at RAIPUR only will have the jurisdiction to hear and decide such disputes, actions and proceedings.

**(27) Arbitration:** - If at any time question, dispute or differences what so ever arises between SLDC, CSPTCL and the firm upon or in connection with contract, either party may immediately may give to the other, notice in writing of the existence of such question, dispute or difference and the same shall be referred to adjudication of two arbitrators -one to be nominated by SLDC, CSPTCL and the adjudication of the Umpire to be appointed by the Indian Arbitrator ACT 1940, and of the rules there under and any statutory modifications thereof shall be deemed to apply. The Arbitrator or the Umpire as the case may be bound to give a detailed speaking award assigning for the finding. The firm shall continue works under the contract during the arbitration proceedings unless, otherwise, directed in writing by SLDC, CSPTCL or unless matter is such that the work cannot possibly be continued, until the decision of the arbitrators or the umpire, as the case be, is issued.

**(28) 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.

**(29) NODAL OFFICER/ ENGINEER-IN-CHARGE:** The Executive Engineer (DSM), SLDC, CSPTCL, Raipur will be Nodal officer & The Assistant Engineer (DSM), SLDC, CSPTCL, Raipur will be Engineer-in-Charge or his authorized representative shall be entitled to inspect and supervise the works & staff on duty at any time.

Scope of Work

- 1) The contractor signing the agreement against this tender shall have to cover complete hardware AMC, from OEM, software AMC, maintenance of the comprehensive DSM Billing system and manpower support at SLDC, Raipur, for the period of 01 Year from the date of commencement of the contract. For this purpose, the contractor shall arrange two experienced engineers having knowledge of the DSM Billing system (under ABT Mechanism) and they shall be responsible to attend and correct all kind of faults/problems. The contractor shall take all the necessary measures for preserving the integrity, healthiness, etc. of the existing hardware(s) /software(s)/database(s) / metering data/ billing data/local data/etc. and making the complete DSM Billing system upright and available at all the time. Audit trail of users and system activities are to be undertaken to ensure the system integrity. Mock drill exercise for complete system rebuilt/recovery, against system/data crash to be organized at least once during the AMC period.
- 2) The responsibility of arranging the maintenance tools, blowers/spare/upgraded hardware(s) and antivirus for smooth functioning of the MEA system in all cases, such as - any of the hardware(s) getting non-functional/damaged, etc. shall lie with the contractor only. For this purpose the contractor shall purchase and keep at site a set of essential spares & maintenance kit, blower, networking cables and accessories, LAN Tester, SMPS, RAM DDR-II, Hard Disk, Network Switch etc.
- 3) In case of the hardware failure (as listed under Annexure-VIII) or any parts of hardware getting non-functional/ damaged/non-repairable/etc. then the same shall be replaced by the contractor with the new hardware of same make, specification and model or with the new hardware which is technologically upgraded and latest model available in market. Online UPS should be maintained in such a way that it gives at-least one hour back-up for primary server, network switch and Firewall. Similarly the offline UPS should be maintained in such a way that it gives at-least fifteen minutes back-up for client system. No additional payment to the contractor shall be done for such replacement towards purchase cost of new item or its configuration & installation etc. Such works has to be carried out by the contractor in his supervision for speedy recovery of the failed hardware within the time specified by CSPTCL.
- 4) Similarly, in event of non-functionality of any of the software module(s) such as Data- Driver/ Scheduler/Metering/ Billing/Accounting/ Commercial / REC / OA / Networking /Reporting/ Anti-virus/SMS and/or any other software module, the

responsibility of arranging the up gradation/replacement of any software(s) and smooth functioning of the DSM Billing system shall lie with the contractor (i.e. the persons deputed for the O&M support). The responsibility of maintaining any such non-functionality log report shall lie with the contractor and if possible the hardware/software shall be configured for automatically punching in the log report/event report in the system, regarding details of non-functionality/ non-availability of each software modules along with the period and reason of such event. All log reports on calendar month basis must be submitted along with the Quarterly Invoice for processing of the Bills.

- 5) Further, apart from comprehensive hardware AMC from OEM & software maintenance, the general schedule maintenance activity shall be carried out by the contractor, which shall include Daily back-up of the database, application data, MIS reporting formats and issued reports in Tape Drive and also in CD to be kept at site only. Monthly maintenance & corrective measures for healthiness of all the hardware viz. - Server -I & II, Tape Drive, Switch, Sonic Wall, Networking Ports, Network cables, Printers, UPSs, etc. Similar activity has to be carried out for software also such as Internet settings, Switch settings, Restriction settings for sonic wall- as and when required. Any modification /addition /optimization etc. in the software(s) required by SLDC, CSPTCL and/ or, due to introduction/ implementation / amendment/of any regulation(s) shall be incorporated by the contractor within the time limit as specified by CSPTCL.
- 6) The minimum qualification & capabilities for Deputation of two manpower for the execution of AMC with O&M Support, for DSM Billing System (hardware & software) under ABT Mechanism for a period of 01 Year are listed below:
- 7) **The minimum qualification & capabilities for the Engineers to be deputed:-** The Bidder should be capable of deputing two engineers at site; one from IT/CS branch and other from Electrical branch holding 1st Division Degree in BE/BTech and having post qualification experience of at-least two years as on date of issuance of NIT, in DSM Billing System software development under ABT Mechanism or onsite software maintenance, using Visual Basic 6.0 and Oracle 10g in Windows Client-server architecture.
  - i. The two engineers must hold First Division Degree in BE/BTech. One engineer should be from Information Technology /Computer Science branch and the other engineer should be from Electrical branch, must have experience of minimum two years in DSM Billing System software development using Oracle 10g in Windows Server environment under ABT Mechanism.
  - ii. Deputed engineers should have general working & trouble shooting knowledge of operation of Server, PC, Backup drive, Printer, Switch, Sonic Wall, Windows

Server 2003 (SP-3), Windows Xp (SP-2), Print Servers, Sonic Wall Configuration, and Switch Management as per Annexure-VIII.

- 8) The two Engineers shall be available at site during office working hours and on SoS basis. The contractor has to depute additional manpower to coordinate and complete the assigned duties, if required, as per scope of this tender. The two engineers whose documents qualify the pre-bid criteria shall only be considered for deputation at site for the complete AMC period. However, if any deputed engineer's performance is found unsatisfactory then the contractor has to replace him/her within two months of date of such request for replacement. The responsibility of maintaining the Data Security, Data Consistency and Data integrity shall lie with the contractor and must be maintained all the time. If inconsistent data is found then the period for such inconsistency in the reports shall be considered as Non-Functional/ Non-availability of Software, and shall be reported explicitly and shall also be applicable for deduction as per penalty clause in terms and conditions.

**Annexure-XII****Terms & Conditions of payment****1. Terms of Payment: -**

- a. The payment against the invoice of services provided shall be done on quarterly (i.e. 3 calendar months) basis starting from the date of commencement of the contract as per the price schedule.
- b. The firm shall submit invoice in quadruplicate to O/o the EXECUTIVE DIRECTOR, State Load Despatch Centre, CSPTCL, Raipur - 492013 (CG) along with all requisite supporting documents such as copy of log reports of hardware & software, maintenance report, copy of pay slip, attendance of deputed engineers, valid warranty agreement of hardware, GST Challan slip, EPF deduction statement of engineers, etc. during the first week of the next quarter towards payment of the work done in the previous quarter (i.e. last 3 months) and processing of the bills shall be done accordingly.
- c. The payment of quarterly bill would be made by CSPTCL to the contractor normally within 60 days from date of submission of previous quarterly invoice in triplicate with all requisite supporting documents as specified in this tender and only after the date of clearance of objections (if any) and deduction of penalty (if any).
- d. Penalty (if any) shall be deducted against each invoice, as per the penalty clause 2 below.
- e. The firm shall be responsible for payment of Goods & Service Tax and shall directly pay the applicable GST to the concerned Government Department on the total value of the contract at rate 18% or as applicable from time to time and the same shall be reimbursed to the firm from time to time on presentation of related documents in original along with the invoice.
- f. On presentation of Invoice, CSPTCL would deduct at source the taxes on income (viz. income-tax etc) as per the applicable rules by Government Authority in India.
- g. GST on quarterly invoice (i.e. 3 months) as applicable shall be reimbursed to the firm on presentation of related documents in original. The responsibility for timely payment of GST and compliance of formalities in this regard shall be on firm as per provision of Goods and Service Tax Act.

**2. Penalty:-**

Penalty shall be deducted on per day (including part thereof) basis as per the schedule of penalty rate listed below, against the corresponding Bill Value, in case of non-functioning /failure / non-availability is observed for more than two days

(including the day of intimation); in respect of any of the Hardware, Software, O&M (Support) Activity, warranty of hardware from OEM, etc. However grace period of two days shall not be available in case of absence of manpower. In case contractor fails to provide suitable substitute against absence of regular deputed manpower immediately, then penalty shall be applicable for the absence of manpower on per day basis. In addition to above, penalty at increased rate may also be deducted for continued non-compliance of the terms and conditions of this tender, as specified.

### Schedule of Penalty

Item	Accepted quote of Bill Value (in Rs.) (for example)	Percentage Weightage of items, as per costing (%)	Quantity	Penalty per item per month (in Rs.) (for example)	Penalty per item per day or part thereof (in Rs.) # (for example)
1. AMC of Hardware (including warranty from OEM)	X1 (20000)	100%	--	--	667
(a) HP servers	--	52% (of X1)	2	5200	173
(b) 2 KVA Online UPS & Battery	--	4% (of X1)	1	724	24
(c) 500 VA UPS	--	1% (of X1)	4	53	2
(d) Tape Drive	--	7% (of X1)	2	708	24
(e) Networking & accessories	--	23% (of X1)	1	4556	152
(f) HP Client M/c & accessories	--	13% (of X1)	4	634	21
2. AMC of Software	X2 (20000)	100% (of X2)	LS	20000	667
3. Routine maintenance	X3 (20000)	100% (of X3)	20	1000	33
4. Absence of manpower	X4 (40000)	150% (of X4)	2	30000	2000

# considering 30 days for every month



**Annexure-XIII**

**Undertaking by the bidder**

**Name of the Tender:** - Tender for Annual Maintenance Contract (AMC) for the hardware and software of the DSM Billing System, under ABT Mechanism along with deputation of two nos expert manpower support for the period of 01 Year.

I .....(Full Name & Designation) on behalf of .....(Name of the Firm with registered address) has been authorized vide .....(authorization letter no.) for giving undertaking that details given by me on behalf of .....(Name of the Firm with registered address) are correct to the best of my knowledge and I on behalf of the firm agree to abide by all terms and conditions of this Tender/Order. I /We also commit ourselves 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. In case, any of the information is found to be false / incorrect / incomplete then, I/we will be solely responsible and necessary actions against me or my firm, as considered appropriate, may be taken thereafter.

**Place:**

**Auth. Signature of the Bidder** \_\_\_\_\_

**Date :**

**with Company's Seal:**

**Contract Acceptance Letter Format**

To

The EXECUTIVE DIRECTOR,

SLDC, CSPTCL, Raipur

Ref.: Y.O. Tender Ref. No. 03-02/SLDC/DSM/

Dtd.

Sub: Contract Acceptance letter

This has reference to the Tender issued by your esteemed office vide Tender Ref. No. 03-02/SLDC/DSM/TR-165/ ,Raipur Dtd.

**Name of the Tender:** - Tender for Annual Maintenance Contract (AMC) for the hardware and software of the DSM Billing System, under ABT Mechanism along with deputation of two nos. expert manpower support for the period of 01 Year.

Further, this is to inform you that We M/s..... (Name of the firm with registered address) have accepted this tender in absolute and all the terms and conditions as per enclosures (with Annexure-I to XVII) are acceptable to us. The contract period shall commence as specified in the Tender and we shall depute the engineers on or before the commencement date. The contract formed by this acceptance consists of the following documents:

- This Letter of Acceptance
- The Contract Agreement, Bank Guarantee, etc.
- All the Terms & Conditions (as covered under supplied Annexure-I to XVII)
- The Price bid submitted by us, shall be binding on us during the entire contract period.
- The Tender itself in absolute.
- The post-tender clarifications (if any)

**Place:**

**Auth. Signature of the Bidder** \_\_\_\_\_

**Date :**

**with Company's Seal:**

Annexure-XVFormat of Contract Agreement Bond

(To be executed on non-judicial stamp paper worth Rs. 300/- and Re. 1/- revenue stamp be affixed on the Agreement)

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2021 or 2022 between M/s \_\_\_\_\_ being a firm partnership/ proprietor registered under Indian Companies Act, 1956 having its office at \_\_\_\_\_ (herein after called the contractor which expression shall where the context to admit, be deemed to include all and each of partners as included in the deed of partnership jointly & separated and their heirs, executors, administrators and representatives) of the one part and SLDC, CSPTCL, Raipur being the Company constituted under section 133 of the electricity ACT, 2003 (CA36 of 2003). (Herein after called the CSPTCL, which expression shall where the context so admits, be deemed to include its permitted assigns) of the other part.

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

more particularly described, mentioned enumerated or referred to in the general conditions, specifications, schedule, drawings form of tender, covering letters, schedules, of price and further correspondence a copy of each of which is hereto annexed and it for purpose of identification signed by Shri \_\_\_\_\_ on behalf of the contractor and Executive Director (I.D), 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: -

The contractor shall execute the said work and do perform and carry out all matter incidental and/or ancillary thereto within the time and terms and conditions specified in the contract.

- i) For the fulfillment of the contract, the Transmission Company shall pay to the contractor Rs. \_\_\_\_\_ (Rs.) \_\_\_\_\_) only or such other sum as may become payable in accordance with the contract.
- ii) In all matters existing under out of or in relations to this agreement, the terms and conditions of the contractor order no. \_\_\_\_\_ dtd. \_\_\_\_\_ shall apply and such matters shall be determined accordingly.
- iii) The agreement shall be deemed to be entered into at Raipur and all disputes and claims, if any, out of or in respect of this agreement are to be settled at Raipur or to the tribunal only in any competent Court situated at Raipur.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of country on the day, month and year indicated above.

**(For the Contractor)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal: \_\_\_\_\_

**(For the SLDC, CSPTCL)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal: \_\_\_\_\_

**WITNESSES**

1. Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

2. Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

**WITNESSES**

1. Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

2. Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Annexure-XVIFormat for Bank Guarantee towards security deposit

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

Bank guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ In consideration of the State Load Despatch Centre, Chhattisgarh State Power Transmission Company Limited, 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. \_\_\_\_\_ hereinafter referred to as contractors the bank of \_\_\_\_\_ hereby agrees unequivocally and unconditionally to pay within 48 hour on demand in writings from the Chhattisgarh State Power Transmission Company limited or any officer authorized by it in this behalf of any amount upto and not exceeding Rs. \_\_\_\_\_ ( In words) Rs. \_\_\_\_\_ to the said Chhattisgarh State Power Transmission Company limited on behalf of the aforesaid M/s \_\_\_\_\_ who have tendered and contracted for .....(the work(s) specified in the tender documents)..... to the said CSPTCI against order No. \_\_\_\_\_ dated \_\_\_\_\_ for the order value of \_\_\_\_\_.

This agreement shall be valid and binding on this bank upto and including \_\_\_\_\_ or for such further period as may hereunder be mutually fixed from time to time in writing by the Chhattisgarh State Power Transmission Company limited and the contractors and shall not be terminated by notice or any change in the constitution of the aforesaid bank or the firm of contractor or by any other reasons whatsoever and the bankers liability hereunder shall not be impaired or discharged by any extensions of time or variations or alterations made, given conceded or agreed to with or without the banks knowledge or consent by or between the Chhattisgarh State Power Transmission Company limited and the contractors in the existing and/or further tenders and/or contractor.

It is agreed to, by the bank with the Chhattisgarh State Power Transmission Company limited that if for any reasons a dispute arises concerning the bank's liability to pay the requisite amount to the Chhattisgarh State Power Transmission Company limited under the terms of this guarantee the

competent court at Raipur alone shall have the jurisdiction to determine the said dispute and that this shall be without prejudice to the liability of the bank under the terms of this guarantee being unequivocal and unconditional as mentioned above.

The liability under this guarantee is restricted to \_\_\_\_\_ (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 months from that date i.e. upto \_\_\_\_\_. The rights of the CSPTCL under this guarantee shall be fortified and the bank shall be relieved and discharges from all liability thereunder :

**WITNESSES:**

Signed for \_\_\_\_\_

(Bank)

1. \_\_\_\_\_ (Signature)  
 \_\_\_\_\_ (Name)  
 \_\_\_\_\_ (Address)

2. \_\_\_\_\_ (Signature)  
 \_\_\_\_\_ (Name)  
 \_\_\_\_\_ (Address)

Annexure-XVIIPRE-CONTRACT INTEGRITY PACT

(To be executed on non-judicial stamp paper worth Rs. 250/-)

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

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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 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 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 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.

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 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 acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

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

### **INDEPENDENT MONITORS**

- 3.1. The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 3.2. 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.
- 3.3. 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.

#### **12. VALIDITY**

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

**BUYERBIDDER**

Name of Officer

**CHIEF EXECUTIVE OFFICER**

Destination Department/PSU

**Witness-1**

**Witness-2**

1).....

1).....

2).....

2).....