

**CIN- U40108CT2003SGC0158200**

**GSTIN- 22AADCC5773E1ZX**

**CHHATTISGARH STATE POWER TRANSMISSION CO. LTD.**

*(A Government of Chhattisgarh Undertaking)*

**OFFICE OF THE CHIEF ENGINEER (S/S-O&M)**

Quarter No. OA-01, Old CSEB Colony, Tifra, Bilaspur (C.G.) 495223

Website- [www.cspc.co.in](http://www.cspc.co.in) e-mail:- [cessombasp@gmail.com](mailto:cessombasp@gmail.com) Ph. No. 07752-493537 Fax No. 07752-493537

**No. 02-17/Pur/T-127/1878**

**dated: 05/03/2021**

**TENDER SPECIFICATION NO. 02-17/Pur/T-127/1878 dated: 05/03/2021**

**PROVIDING OF 19 NOS. COMPUTER OPERATORS AND 06 NOS. PEONS ON OUTSOURCING BASIS FOR O/O CE (S/S-O&M) CSPTCL, BILASPUR AND VARIOUS OFFICES UNDER CE (S/S-O&M) CSPTCL, BILASPUR FOR A PERIOD OF ONE YEAR**

|                                   |            |            |
|-----------------------------------|------------|------------|
| LAST DATE/ TIME OF SALE OF TENDER | 08/04/2021 | 14:00 Hrs. |
| LAST DATE/ TIME OF SUBMISSION     | 09/04/2021 | 15:00 Hrs. |
| DATE/ TIME OF OPENING OF TENDER   | 09/04/2021 | 15:30 Hrs. |

**COST OF TENDER DOCUMENTS**

**Cost of Tender: -  
GST@12%)**

**(i) ₹. 1,120.00(₹ 1,000+₹. 120**

**(If purchased from O/o CE (S/s: O&M) Bilaspur)**

**GST@18%)**

**(ii) ₹. 1,180.00(₹ 1,000+₹. 180**

**(In case of downloaded from company website)**

**CHHATTISGARH STATE POWER TRANSMISSION CO LTD**  
( C.G. GOVT UNDERTAKING )

Tender document sl. no. -----

Issued to M/s -----

Cost of tender documents ₹ -----

Received vide DD. No ..... Date.....

Name of the Bank-----

**Superintending Engineer**  
**O/o CE (S/s: O&M) CSPTCL, Bilaspur**

**OFFICE OF CHIEF ENGINEER (S/S-O&M)**  
**CHHATTISGARH STATE POWER TRANSMISSION CO LTD**  
(CG GOVT UNDERTAKING)

**Quarter No. OA-01, Old CSEB Colony Bilaspur (C.G.) 495001**

The undersigned hereby offer tender (subject to CSPTCL's conditions of tendering), the Chhattisgarh State Power Transmission Co Ltd to execute and do the several works and things which are described or referred to in the enclosures and schedules to the tender Specification No. 02-17/Pur/T-127/1878 Dtd.05/03/2021 and done by the contractor in a thoroughly good and workman like manner, and to perform and observe the provisions and agreements or the part of the contract contained in or reasonable to the inferred from the said tender documents for the sums and at the rates set-out in schedules annexed hereto.

It is confirmed that Questionnaire for Commercial terms and conditions and all other conditions, wherever described in the tender documents have been replied in full giving clear details. It has been noted that in case any reply is not given or any reply is incomplete/ambiguous, the CSPTCL will have the right to interpret to its best advantage. CSPTCL's decision in this regard will be final and binding. 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.....

**Bidder's Name & Signature**  
**With Seal of the company.**

GSTIN-22AADCC5773E1ZX**CHHATTISGARH STATE POWER TRANSMISSION CO LTD***(A Government of Chhattisgarh Undertaking)***OFFICE OF THE CHIEF ENGINEER (S/S-O&M)**

Qr. No. OA-01, Old CSEB Colony Bilaspur (C.G.) 495223

Website- www.cspc.co.in e-mail:- cessombasp@gmail.com Ph. No. 07752-493537 Fax No. 07752-493537

No. 02-17/Pur/T-127/1878

Bilaspur, Date: 05/03/2021

**NOTICE INVITING TENDER**

Sealed tenders are invited from eligible experienced outsource service's agencies for providing of 19 nos. computer operators and 06 nos. peons on outsourcing basis for o/o CE (S/s:O&M) CSPTCL, Bilaspur and various offices under CE (S/S-O&M) CSPTCL, Bilaspur for a period of one year. **Details of persons required are as below:-**

| SN  | Tender No.                                 | Particulars   | E.M.D      | Tentative Cost |
|---|--|---|------------|----------------|
| 01.   | 02-17/Pur/T-127/1878<br>Dtd.<br>05/03/2021 | Providing of 19 nos. Computer Operators and 06 nos. peons on outsourcing basis for o/o CE (S/s:O&M) CSPTCL, Bilaspur and various offices under CE(S/S:O&M) CSPTCL, Bilaspur for a period of one year. | 49,000     | 48.76 Lakh     |
| Last Date & Time of Sale of Tender :-       |  |   | 08/04/2021 | 14:00 Hrs      |
| Last Date & Time of Submission of Tender :- |  |   | 09/04/2021 | 15:00 Hrs      |
| Date & Time of Opening of Tender :-         |  |   | 09/04/2021 | 15:30 Hrs      |

- (i) The tender documents can be purchased from the office of CE (S/S-O&M) CSPTCL, Bilaspur till one day before the due date of opening on any working day on payment of ₹ 1120.00 (Cost of tender ₹ 1000/- & GST @ 12% ₹ 120/- non-refundable, if purchased) & ₹ 1180.00 (Cost of tender ₹ 1000 & GST@18% ₹ 180 non-refundable, if downloaded from website ) in the form of MICR /DD in favour of RAO CSPTCL, Bilaspur (C.G.), payable at Bilaspur accompanied with firm's application on its letter head. If tender document is required by post then additional ₹. 200/- is to be paid along with cost of document. CSPTCL shall not be responsible for any postal delay regarding receipt/ non-receipt of tender documents. The tender document can also be down loaded from official website of CSPTCL ([www.cspc.co.in/csptcl](http://www.cspc.co.in/csptcl)) and required tender fee for ₹ 1,180.00 in form of DD in favour of RAO CSPTCL, Bilaspur (C.G.) payable at Bilaspur (C.G.) in envelope-I containing EMD should also be submitted. The details of DD should be mentioned on the outer side of the envelope-I also. Please note carefully that in absence of aforesaid requisite tender fee in envelope-I, bids shall not be considered for further evaluation. The bidders are requested to keep themselves in touch with this office/ visit our website regularly to keep themselves updated with any amendment/ change in terms and condition of tender.
- (ii) The tender, duly filled, shall be accepted up to 15:00 Hrs. on the due date. The techno-commercial bids shall be opened at 15:30 Hrs on the due date. CSPTCL reserves the right to accept or reject any or all the offer, in part or full without assigning any reason whatsoever.
- (iii) In case any of the above date is declared as holiday, then the particular date automatically will be shifted to next working day.
- (iv) Any notice for extension of due date of tender opening shall not be published in Newspaper. It will be displayed only on official website of the company.

**Superintending Engineer**  
O/o CE (S/s: O&M) CSPTCL, Bilaspur

## **SCHEDULE-I**

### **GENERAL TERMS AND CONDITIONS OF THE TENDER**

Sealed tender are invited from eligible experienced outsource service's agencies for deployment of 19 nos. computer operators and 06 nos. peons on outsourcing basis for o/o CE (S/S-O&M) CSPTCL, Bilaspur and various offices under CE (S/S:O&M) CSPTCL, Bilaspur for a period of one year through outsourcing from the date of commencement of contract.

1. Offer must be submitted in sealed cover address to the CE (S/s-O&M) CSPTCL, Bilaspur, with the name of work, due date of opening and the name of the bidder super scribed on the cover/envelopes.
2. One firm/ contractor shall submit only one offer/tender. If more than one offer is found, Power Transmission Co. Ltd. will have right to reject any or all his offer(s) without assigning any reason and EMD may be forfeited.
3. Bidders are required to furnish Earnest Money amounting to ₹ 49,000/- (₹ Forty Nine thousand) only, in form of demand draft/pay order/Banker' s Cheque (Cheque will not be accepted) in favour of **RAO CSPTCL, Bilaspur C.G.**, drawn on any Govt. or scheduled bank at Bilaspur only.

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 notarized 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 shall be liable for rejection. 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 shall be liable for rejection.**

iii) **Fully owned State Govt. /Central Govt. units, if 100% shares are held by the state Govt. concerned for which documentary evidence duly notarized must be furnished with offer. iv) The photocopy of the NSIC/ SSI registration certificate for the tendered item duly notarized by a notary should be furnished with the offer. In case of un-notarized copy, the original certificate should be produced at the time of opening for verification failing which their offer will be liable for rejection. It has been noticed that some bidders submit photocopy of a notarized certificate. This is not acceptable. The photocopy of valid NSIC certificate should bear original signature of authorized person failing which tender shall be liable for rejection.**

v) **The bidders who come under any of above category must produce documentary evidence failing which offer shall 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 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.**

vi) **The bidder should furnish valid GST registration number and certificate along with EMD. In absence of GST registration the offer shall not be accepted. In case the**

**bidder withdraws his offer during the validity period or after placement of order, the Earnest Money shall be forfeited.**

4. a) The tender shall be submitted in the office of Chief Engineer (S/S-O&M) CSPTCL, Bilaspur on or before 06/04/2021 up to 3.00 PM only and will be opened on the same day at 3.30 PM. Tender offers received without Earnest Money will not be considered.

**Submission of Bid:-**

- b) Envelope-I : In the first envelope the required Earnest Money Deposit in proper form should be enclosed and it must be super scribed clearly as Tender name and No., EMD with amount, due date of opening, and name of firm with address telephone/mobile number and E-mail address for contact and addressed to Chief Engineer (S/S-O&M) CSPTCL, Bilaspur. In case, the tender has been down loaded from CSPTCL's official website, the cost of tender document in the form of MICR/DD in favour of RAO CSPTCL, Bilaspur should be submitted along with the tender in EMD envelope. In absence of same, the tender shall not be opened.
- c) Envelope-II :The second envelop should be super scribed as "Technical & Commercial Bid," Tender No., due date of opening, and name of firm with address, telephone/mobile numbers for contact and addressed to "Chief Engineer (S/S-O&M) CSPTCL, Bilaspur". This envelop must contain all the documents in original issued from this office except the price bid. If the firm wishes to enclose any other supporting documents the same must be duly signed on each page and should be in envelop number -II only.
- d) Envelope-III :The third envelop should be super scribed as "Price Bid" Tender name and No. due date of opening, and name of firm with address, telephone/mobile number for contract and addressed to "Chief Engineer (S/S-O&M) CSPTCL, Bilaspur" This envelop must contain only the price bid in original issued from this office which is attached with the tender documents.
- e) All the three envelops will be enclosed in a 4<sup>th</sup> envelop with super scribed as "Tender No. and Due date i.e. date of opening of tender and Name of the firm with complete address, phone & mobile number for contact and must be addressed to "Chief Engineer (S/S-O&M) CSPTCL, Bilaspur".
5. First of all, envelop of Earnest Money will be opened and verified. If this is found in order, then only second part of the tender i.e. technical & commercial bid of tender will be opened and finally the price bid of the successful Bidders shall be opened. If found necessary the price bid may be opened on later date for which new date & time will be intimated accordingly.
6. The Earnest Money will be refunded to un-successful Bidder within the reasonable time. The Earnest Money deposited by the successful Bidder will be released after finalization of tender, but shall be forfeited, if the contractor fails to execute the contract after intimation of the acceptance of his bid.
7. This forfeiture shall be without prejudice to the right of the Power Transmission Co. Ltd. to recover further damages, if any, from the tender, in addition to for forfeiture of EMD, the company reserves it right to take other

punitive measures such as debarment of concern firm/contractor and other to prevent loss to company.

8. The successful bidder will be required to deposit 10% amount of the contract price as security deposit in the form of FDR pledged in favor of RAO CSPTCL, Bilaspur payable at Bilaspur & valid up to scheduled completion date of contract for one year. The contractor, if so desires may request to deduct security deposit in three installment from his first three running bills.

OR

The contractor shall furnish a bank guarantee from a nationalized/scheduled bank for an amount of 10% (ten percent) of the value of the order as a contract security on stamp paper worth ₹ . 250/- or as per the prevailing legal requirements/ any other amount as per the C.G. State Stamp Duty. No interest shall be paid by CSPTCL on the security deposit. This bank guarantee shall be kept valid for a period exceeding the scheduled completion date by two months with claim period of further six months.

**No interest shall be paid by CSPTCL on the security deposit.** In case of non-fulfillment of contractual obligation by the contractor, the security deposit shall be forfeited. The FDR/BG shall be pledged/submitted within 30days from date of issue of work/order.

- (i) **All the outside state units shall be required to pay security deposit @10% of ordered value.**
  - (ii) **The SSI units of CG having annual business above ₹ .50.00 Lacs shall be required to pay Security deposit @7.5% of the value of order subjected to maximum ₹ . 10.00 lacs (₹ Ten lac) only.**
  - (iii) **In case of SSI units of CG whose annual business is up to ₹ .50.00 Lacs, they will be required to pay Security deposit @ 5% of the value of order with maximum limit subject to maximum of ₹ . 20,000/- (₹ Twenty thousand only)**
  - (iv) **In support of annual business of SSI units of CG the certificate of Chartered Accountant duly notarized should be furnished.**
9. Bidders must fill up complete tender form and should submit in original duly signed all pages by the competent person of the firm. The document should be free from over writing. Any tender not bearing the signature in all the documents accompanying the tender shall be liable for rejection.
10. Bidders should submit copy of following documents:-
- (a) Income Tax details along with PAN Card
  - (b) GSTN Registration
  - (c) EPF Registration
  - (d) In the event of order the contractor shall submit Labour license and copy of employee security insurance in respect of persons engaged against instant tender, within 30 days from issuance of work order. If, above documents are not submitted in the office of OIC, the bills shall not be passed.
11. The bidders shall furnish Income tax clearance certificate and Return filed with competent authority for last 03 years with the tender document. The CSPTCL reserves the right to reject any tender if the income tax clearance Certificate or the reasons for not submitting are found unjustified.

12. Bids which do not fulfill all or any of the above conditions or incomplete in any respect are liable to be rejected.
13. The submission of a bid by the bidders implies that he has read and accepted the instructions, the conditions of the contract etc. and has made himself aware of the scope of the work to be done and local conditions and other factor affecting on the execution of the work.
14. After acceptance of rates, the CSPTCL, will not pay any extra charges for any reasons whatsoever even in case the contractor represent at later stage that he/she has misjudged/ not understood the terms and conditions of contract.
15. **Rates:** The bidders are required to quote their profit over and above base rates. Base rates (inclusive of EPF, ESI & Bonus) are given at serial no. 15 "BASE RATES" of schedule-II of tender specification. The profit should be quoted both in words & figures at column-5 of the PRICE BID (schedule-III) In case of deviation of rates in figures and words, rates quoted in words shall prevail.

The contractors must quote his profit in nearest rupees on the base rate. Profit quoted zero or in paisa shall not be accepted and it will be rounded on higher side to nearest multiple of ₹ 1/- for example ₹ 1.02/- will be rounded in FIRM on higher side to be ₹ 2/- (₹ Two).

16. It shall not be obligatory for the CSPTCL or its officer to accept the lowest tender. The authority for the acceptance of the tender will rest with the CSPTCL, which does not bind itself to assign any reason for declining to consider any particular bid or bids.
17. Further, information required (if any) can be obtained from the office of the Chief Engineer (S/S-O&M) CSPTCL, Bilaspur during working hours.
18. All matter arising out of or any way connected with this contract shall be deemed to be settled in competent court of law at Bilaspur only.
19. The tender received after the due date and time shall not be accepted/ opened. CSPTCL will not be responsible for postal or courier service delay.
20. The CSPTCL reserves the right to accept/reject any tender without assigning any reason thereof.
21. As per requirement, any time the quantity indicated in schedule – III may be increase or decrease by giving one week notice but the quoted rate shall remain firm. The same will be binding on the contractor and will not have any claim for the quantity altered.
22. These conditions of tender shall form part of the contract and any breach of the terms of this notice shall be deemed to be a breach of the contract.
23. The validity of the offer must be minimum 120 days from the date of the opening of price bid.

**Superintending Engineer**  
O/o CE (S/s: O&M) CSPTCL, Bilaspur

## SCHEDULE – II

### SPECIAL TERMS & CONDITIONS:

#### 1. QUALIFICATION FOR THE BIDDERS :-

- (a) The Bidder should have GST Registration no.
- (b) The Bidder should have valid labor license issued by Labour Department, Govt. of C.G for providing services of similar nature of work.
- (c) The Bidder should be registered with E.P.F. Commissioner and have valid EPF registration number.
- (d) The Bidder should have ESIC certificate registration number.
- (e) The Bidder should have executed at least single order of similar nature under any of Govt./Semi Govt./ Public sector/Reputed Private Sector/ Power utilities during last three financial year ₹ i.e. year 2017-18, 2018-19 and 2019-20.
- (f) The firm should have minimum Average Annual Turnover for of ₹ 74.00 lakhs best of three years from the last five years i.e. year 2015-16, 2016-17, 2017-18, 2018-19 & 2019-20.

The documentary evidence in support of (a), (b), (c), (d) & (e) above shall be submitted along with tender (technical & commercial bids)

#### 2. QUALIFICATION:-

- (i) Computer Operator should have minimum educational qualification of graduation in any Stream (who have passed stenography course will be preferred) and PGDCA from recognized institution. Hindi and English typing on computer with a speed of 5000 key depression per hour.
- (ii) Peons should have minimum educational qualification of 8<sup>th</sup> /10<sup>th</sup>.
- (iii) All the deployed Computer Operators and Peons should be of minimum 18 year of age.

**Following is incorporated new clause.**

**If under-qualified persons of the contractor are observed on duty, then a penalty of ₹. 10,000/- will be deducted from their bill whenever noticed. In case same default is noticed again, then provisions for termination of contract shall apply.**

*Bidders are required to submit all the relevant documents regarding Educational Qualification in respect of computer operators and peons for verification to the OIC of the work.*

#### 3. Duties & Working Time:-

Computer Operators:-Computer Operators staff have to do data punching work and other computer related work in MS- word, Excel, Coral-Draw etc. analytical work during office time and as desired by the officer under whom he/She will work. Similarly, the operator staff with knowledge of typing do other works as instructed to them.



The computer operators should maintain the office confidentially and in case of leakage of any information, the concern computer operator will be removed immediately and contract may be terminated. Normal office working hours of deployed computer operators is 10.30 AM to 05.30 PM but he/she will be required to work even in late hours, if situation warrants.

Peons:- The engaged peon shall have to 8:00 Hours (10:00 AM to 6:00 PM) duty. They have to perform their duties as per directives of offices & officials of the office. The office confidentiality should be maintained by the peons and in case of leakage of any information, the concerned peon removed immediately and contract may be terminated.

4. **PERIOD OF CONTRACT:-**

The contract period will be for the period of 01 (One) year from date of issue of order or from date of providing the services of outsource persons approximately one month.

**Extension clause dropped.**

5. **PAYMENT TERMS:-**

The contractor shall have to submitted the bill every month and payment shall be made within a reasonable time for the work actually executed by the contractor through monthly Bills. CSTPCL's GST Registration no. is 22AADCC5773E1ZX. Bills submitted for payment should invariably contain GSTIN of CSPTCL and GSTIN of contractor at appropriate place. The contractor should submit the proof of depositing **EPF, ESI and paid wages slip** to the Officer In-charge for further necessary action and release of payment. No interest on overdue payment shall be made to the contractor under any circumstances.

The payment to computer operators and peons shall be made through Bank only, proof of which shall also be submitted to O.I.C. along with Monthly Bill. The contractor shall furnish particular of PF/EPF account details in respect of employee(s) engaged. The bill submitted for payment should invariably contain the proof of depositing PF/EPF and other contributions in favour of each Computer Operators & Peons failing which the bill shall not be accepted for passing. During the period of contract minimum wages as declared by labour commissioner shall be paid and revised time to time accordingly.

**Following new clause is incorporated.**

If the contractor fails to make payment to deployed staff up to the 10th of every month, then a penalty of ₹. 500/- per day shall be deducted against each such event. In case the same is repeated for 3 times during current contract period then this will affect the performance of the contractor and the contractor may be terminated.

6. **DEFECTS IN WORK:-** In case the Computer Operators and Peons engaged for the work is not up to the working level as desired by the concerned officer under whom

he/she is working, the same shall be informed to the contractor and in such case the contractor shall engage suitable substitute.

**7. OFFICER IN CHARGE:-**

The Officer-In-Charge for the work will be:-

- i. The SE O/o CE (S/s:O&M) CSPTCL, Bilaspur
- ii. The SE (S/S-O&M) Circle CSPTCL, Bilaspur
- iii. The EE (S/s ) Dn. CSPTCL, Bilaspur
- iv. The EE (MRT-cum:S/s ) Dn. CSPTCL, Korba
- v. The EE (S/s ) Dn. CSPTCL, Raigarh
- vi. The EE (MRT) Dn. CSPTCL, Raigarh
- vii. The EE (MRT) Dn. CSPTCL, Bilaspur

**8. GOODS AND SERVICE TAX:-** GST @18% is payable extra on contract price. The GST No. with a copy of registration certificate may immediately be produced to concerned offices for records.

**9. INCOME TAX:-** Income Tax at source as per Govt. rules will be deducted from the gross amount of each bill for which TDS may be issued once in a financial year from Accounts department on request as per rule.

**10. RULES AND REGULATIONS:-**All relevant Labour Laws and Regulations i.e. payment of Minimum wages, valid labour license, EPF, E.S. Insurance, Service tax etc. shall be strictly followed by the Contractor. In case of violation of law, the contract may be terminated and disciplinary and legal action will be initiated which may include forfeiture of security deposit.

**11. JURISDICTION:-**Any dispute or difference, arising under out of or in connection with contract shall be subject to exclusive jurisdiction of competent Court of Bilaspur (CG) only.

**12. PENALTY:-**Penalty will be imposed for the days of absence of the Computer Operators and Peons. Average rate equal to 1.5 wages per day per person shall be deducted for each day of absence of the Computer Operators and Peons.

**13. MISCELLANEOUS:-**Any changes due to change in policy announced by the State/Central Govt. will be applicable and shall be binding on the contractor for which no separate charges will be payable.

**14. PRICE BID:-**The price bid is to be submitted in prescribed format only as per Schedule-III. The base charges that to be paid by contractor will be variable depending upon rate declared by Labour Department from time to time. However, the Rates quoted over & above base charges in price bid shall be FIRM throughout contract period which will include profit as per Scope of work. The quoted rats will remain fixed for the entire contractual period.

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

**15. BASE RATES:-**

The contractor must quote his profit in nearest on the base rate. Profit quoted zero or in paise shall not be accepted and it will be rounded on higher side to nearest multiple of ₹. 1/- for example ₹. 1.02/- will be rounded in firm on higher side to be ₹. 2/- (₹ Two). Base rate is indicated below:-

**A. Computer Operator**

| SI. No.  | Payment head  | Rate per month (₹) for Computer operator |
|--|---|--|
| 1  | Monthly wages including Variable D.A.                                   | 11,430.00                                |
| 2  | EPF @ 13 %  | 1,485.90                                 |
| 3  | E.S. Insurance @ 3.25%  | 371.48                                   |
| 4  | Bonus @ 8.33% of Minimum Basic wages fixed by Govt. whichever is higher | 952.112                                  |
| 5  | Total Value Per Month Per Com. Op.                                      | 14,239.49                                |
|  | GST @18%  | 2,563.11                                 |
|  | Total   | 16,802.61                                |
| <b>Say ₹.16,803.00 (₹ Sixteen Thousand Eight Hundred three) only</b> |   |  |

**B. Peon**

| SI. No.  | Payment head  | Rate per month (₹.) for Peons |
|--|---|-------------------------------|
| 1  | Monthly wages including Variable D.A.                                   | 9,870.00                      |
| 2  | EPF @ 13 %  | 1,283.10                      |
| 3  | E.S. Insurance @ 3.25%  | 320.78                        |
| 4  | Bonus @ 8.33% of Minimum Basic wages fixed by Govt. whichever is higher | 822.17                        |
| 5  | <b>Total Value Per Month Per Peons</b>                                  | 12,296.05                     |
| 6  | <b>GST @18%</b>   | 2,213.28                      |
|  | <b>Total</b>  | 14,509.34                     |
| <b>Say ₹. 14,509.00 (₹.Fourteen Thousand Five Hundred Nine) only</b> |   |                               |

**Total value of 19 nos. Computer operators :- 16803x12x19=38,31,084.00**

**Total value of 06 Nos. Peons :- 14509x12x6=10,44,648.00**

**Grand Total =48,75,732.00**

Total Value of tender for computer operators and Peons ₹ 48,75,732.00 (₹. **Forty Eight Lakhs Seventy Five Thousand Seven Hundred Thirty Two) Only.**

The base rates mentioned above are based on the minimum wages declared (for category-B defined for specified regions) by the labour Department, Govt. Of. C.G., Raipur for the period 01.10.20 to 31.03.21. The base charges calculated above at SI.No.8 is by considering the minimum wages specified for category-B i.e. on higher side and are inclusive of all the Mandatory payments e.g. EPF, Insurance, Leave wages and Bonus, etc. However, the base charges shall be escalated at

the time of revision of EPF, ESI rate & minimum wages declared by the Labour Department, Govt. of C.G variation.

**Note 2:-** As the Base charge is calculated on the basis of rate declared by Labour Commissioner C.G. vide Notification order No. (a) आठ/न्यू.वे./श्र. आ./2019/1724 dtd. 08.03.2019, thus one day salary will be calculated on the basis of notification clause-B(1), which is reproduced below.

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

**Note 3:-** In case, the lowest rate is quoted by more than one firm, then successful bidder among the lowest bidders shall be decided on the basis of lottery. Lottery will be drawn in presence of representatives of the firms. After drawal of lottery no any claim shall be entertained from any of the bidder. A form of under taking annexed-I with the tender is to be signed by the tenderer necessarily in this respect

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

#### **16. SECURITY DEPOSIT:-**

The contractor shall furnish Security Deposit by DD/FDR or Bank guarantee from a Nationalized Scheduled Bank for an amount of 10% of the contract value of the work for the contract period within 30days from date of issue of work order. The validity of the FDR should be up to schedule completion date of contract plus eight months.

If the security deposit is furnished in shape of a Bank Guarantee then it should be valid for a period exceeding the scheduled completion date by two months with claim period of further six months. The Bank guarantee shall be submitted on a Non Judicial stamp paper worth ₹ . 250/- or as per the prevailing legal requirements/ any other amount as per the C.G. State Stamp Duty Act in the prescribed form of CSPTCL .No interest shall be paid by CSPTCL on the security deposit. In case of non-fulfillment of contractual obligations by the contractor the security deposit shall be forfeited.

#### **Following new clause is incorporated**

(i) All the outside state SSI units shall be required to pay security deposit @10% of ordered value.

(ii) The SSI units of CG having annual business above ₹.50.00 Lacs shall be required to pay Security deposit @7.5% of the value of order subjected to maximum ₹. 10.00 lacs (₹.Ten lac only).

(iii) In case of SSI units of CG whose annual business is up to ₹.50.00 Lacs, they will be required to pay Security deposit @ 5% of the value of purchase order with maximum limit subject to maximum of ₹.20,000/- (₹. Twenty thousand only).

(iv) In support of annual business of SSI units of CG the certificate of Chartered Accountant duly notarized should be furnished. No interest shall be paid by CSPTCL on the security deposit. In case of non-fulfillment of contractual obligations by the Contractor, the security deposit shall be forfeited.

*The Security Deposit shall be refunded after having completed the contract satisfactorily and issue of no dues / liability certificate by the OIC of the work.*

**17. AGREEMENT**

On award of contract, the contractor has to enter into an agreement with the Company for total contract period on a Non judicial stamp paper worth ₹ 300.00 (₹ Three Hundred) only duly fixed on stamp revenue stamp worth ₹ 1.00. The cost of the stamp paper is to be borne by the contractor. The period of contract may be increased or decreased for which there will no additional compensation payable to the contractor. Execution of agreement & submission of Security Deposit should be completed within 30 days from date of issue of order.

If the contractor fails to execute agreement within 07 days from issue of this order, CSPTCL shall recover from the contractor as penalty a sum of 0.1% of contract price for the delay of each calendar week or part thereof. The total penalty shall not exceed 1% of the contract price

**18. TERMINATION OF CONTRACT**

The work order / contract can be terminated at any time by either side on giving 30 days' notice in advance without assigning any reason whatsoever. In such cases, either party will not be responsible for any loss/ compensation/ profit of the contractor.

**19. INSURANCE:-**

The contractor shall be liable for insurance/other facilities of the computer operators and peons. The CSPTCL, shall not be liable for providing such facilities.

**20. STATUTORY OBLIGATIONS:-**

The contractor shall furnish particulars of EPF/ESI contribution in respect of employee (s) engaged by him. All such details shall have to be furnished along with the bill without which bill shall not be accepted.

**21. REJECTION OF WORK:-**

In the event of any of the work done by the computer operator found defective in workmanship and confidentiality of office is loosen, otherwise not in conformity with the requirement of this contract specification, the CSPTCL, shall either reject the complete work or the contractor has to provide substitute employee.

**22. EVALUATION OF BID: Lowest bidder (L-1) shall be evaluated on the basis of the total value of contract calculated on quoted rate for total quantity of the tender i.e. for the amount works out to for providing 19 no. Computer Operators and 06 No. Peons through outsourcing basis for O/o CE (S/s:O&M) CSPTCL, Bilaspur & various offices under O/o CE(S/s-O&M) CSPTCL, Bilaspur for a period of one year. All amounts should be rounded off to two decimal places.**

**Superintending Engineer  
O/o CE (S/s: O&M) CSPTCL, Bilaspur**

**SCHEDULE-III**  
**PRICE BID**

**TENDER SPECIFICATION NO. No. 02-17/Pur/T-127/1878 dtd. 05/03/2021**

**Name of work- for PROVIDING OF 19 NOS. COMPUTER OPERATORS AND 06 NOS. PEONS ON OUTSOURCING BASIS FOR O/O CE (S/S-O&M) CSPTCL, BILASPUR AND VARIOUS OFFICES UNDER CE (S/S-O&M) CSPTCL, BILASPUR FOR A PERIOD OF ONE YEAR.**

| SN   | Particulars        | Qty. (Nos.) | Base Rate per month Per person (₹) | Contractor's profit in <u>Rupees</u> in figures & words both | Period    |
|--|--------------------|-------------|------------------------------------|--|-----------|
| 1  | 2                  | 3           | 4                                  | 5  | 6         |
| 1  | Computer Operators | 19 Nos.     | 14,239.49                          | ₹-----/-<br>(₹.....<br>.....)                                | 12 months |
| 2  | Peons              | 06 Nos.     | 12,296.05                          | ₹-----/-<br>(₹.....<br>.....)                                | 12 months |
| CGST@9%+SCST@9% Total 18% (Indicate the applicable rate) |                    |             |                                    | -----%   |           |
| <b>Total</b>   |                    |             |                                    |  |           |

**Note:**

- 1) The Rates quoted in Percentage will not be considered.
- 2) Rate should be exclusive of GST.
- 3) Any deviation on rates in figure and words, rates quoted in words shall prevail.
- 4) The contractor must quote his profit in rounded figure of rupees only and not in decimals (i.e. paisa) otherwise the amount will be rounded to nearest higher side rounded figure of rupee for example ₹ 1.02 will be rounded to ₹ 2 (Rupees two).

Date.....

Bidder's signature: \_\_\_\_\_

Name & Address: \_\_\_\_\_

Firm's Seal \_\_\_\_\_

a) OFFICE ADDRESS \_\_\_\_\_  
WITH PHONE/FAX \_\_\_\_\_

b) HEAD OFFICE \_\_\_\_\_  
WITH PHONE/FAX \_\_\_\_\_

**UNDERTAKING**

I/We..... Proprietor/Partner of (name of firm)  
.....hereby undertake that in case lowest rate is quoted  
by more than one firm then I/We shall have on objection in deciding successful bidder  
among the lowest bidder on the basis of lottery. Once the successful bidder is determined  
through lottery, I/We will honor the same and not lodge any claim on any matter in  
respect of this tender.

**Place :**

**Date :**

**Signature of tenderer.....**

**Name (in full) .....**

**Status in the firm .....**

**Seal of the firm.....**

**DETAILS OF FIRM:-****Annexure-II**

*All the bidders are required to fill-in following proforma preferably supported with a cancelled Cheque.*

|                                   |  |
|-----------------------------------|--|
| Name Of The Firm<br>& Address     |  |
| Name of Proprietor                |  |
| Mobile No.                        |  |
| Email Address                     |  |
| PAN No.                           |  |
| GSTIN (Registration no.)          |  |
| Bank Details:-                    |  |
| A. (Bank name with Address)       |  |
| B. A/C No.                        |  |
| C. IFSC                           |  |
| D. Bank MICR Code.                |  |
| E. Cancelled Cheque               |  |
| Description of Business           |  |
| Vender No. (If created in CSPTCL) |  |



**Annexure-III****AGREEMENT (PROFORMA)**

(To be executed on non judicial stamp paper worth ₹. 300/- only with a revenue stamp of Re. 1/- affixed)

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ between Shri \_\_\_\_\_ on behalf of the Contractor \_\_\_\_\_ (hereinafter called the Contractor which expression shall where the context so admits, be deemed to include his heirs, executors, administrators and representatives) **OF THE ONE PART,**

And the Chhattisgarh State Power Transmission Co. Ltd. Raipur being the Company constituted by the Government of Chhattisgarh vide its notification no. F1-8/2008/13/1, Dtd. 19 December 2008, ((hereinafter called the Company which expression shall, where the context so admits, be deemed to include its permitted assigns) **OF THE OTHER PART.**

**WHEREAS** in accordance with a notice No \_\_\_\_\_ dt. \_\_\_\_\_ issued by Chief Engineer (S/s-O&M) Bilaspur of the Company, the Contractor submitted his tender No. \_\_\_\_\_ dtd. \_\_\_\_\_ for "Providing of 19 nos. Computer Operators and 06 nos. peons on outsourcing basis for o/o CE (S/s:O&M) CSPTCL, Bilaspur and various offices under CE(S/S:O&M) CSPTCL, Bilaspur for a period of one year" more particularly described, mentioned, enumerated or referred to in the General conditions, specifications, schedules, drawings form of tender covering letters, schedules of prices and further correspondence, a copy of which is hereto annexed and is for purposes of identification, signed by the Contractor Shri \_\_\_\_\_ on behalf of the Contractor and Chief Engineer (S/s-O&M) Bilaspur of the Company and all of which shall be deemed to form part of this agreement as though separately set out herein and are included in the expression 'Contract' herein used, (hereinafter referred to as the said works):

**AND WHEREAS** the Company has accepted the tender of the Contractor vide Work Order No. \_\_\_\_\_ dtd. \_\_\_\_\_ for \_\_\_\_\_ for the sum of ₹. \_\_\_\_\_ (In words Rupees \_\_\_\_\_ **only**) upon the terms and subject to the condition hereinafter mentioned.

**NOW THEREFORE THIS AGREEMENT WITNESSES AND IS hereby agreed as follows:-**

1. The contractor shall Providing of 19 nos. Computer Operators and 06 nos. peons on outsourcing basis for o/o CE (S/s:O&M) CSPTCL, Bilaspur and various offices under CE(S/S:O&M) CSPTCL, Bilaspur for a period of one year and do, perform and carry out all matters incidental and/or ancillary thereto within the time specified in the order and in accordance with the terms and conditions specified in the Company's Work Order No. \_\_\_\_\_ dated \_\_\_\_\_.
2. For the work done under the scope of the Company's Work Order referred above, the Company shall pay to the Contractor ₹. \_\_\_\_\_ (In words Rupees \_\_\_\_\_ **only**) or such other sum as may become payable in accordance with the said work order.
3. In all matters arising out of or in relation to this agreement, the terms and conditions contained in the aforesaid Work Order No. \_\_\_\_\_ dtd. \_\_\_\_\_ shall apply and all such matters shall be determined accordingly.
4. This agreement shall be deemed to be entered into at Bilaspur and all disputes and claims, if any, out of or in respect of this Agreement are to be settled at Bilaspur or be triable only in any competent court situated at Bilaspur.

**IN WITNESS** whereof the parties hereto have signed this agreement on the dates and year mentioned against their respective signature.

Date:

Name & Signature for Contractor

\_\_\_\_\_

Signature (On behalf of the Contractor)

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

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

Signature (On behalf of Company)

Name \_\_\_\_\_

Designation \_\_\_\_\_

Signature of Witnesses:

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

Name & Address: \_\_\_\_\_

\_\_\_\_\_

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

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

Name & Address: \_\_\_\_\_

Signature of Witnesses:

\_\_\_\_\_

Signature (On behalf of Company)

Name

Designation \_\_\_\_\_

**Annexure-IV**  
**PRE-CONTRACT INTEGRITY PACT**

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

**1. GENERAL**

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

**2. OBJECTIVES**

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

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

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

**3. COMMITMENTS OF THE BUYER**

The BUYER commits itself to the following:-

- 3.1** The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting of implementation process related to contract.
- 3.2** The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.
- 3.3** All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

#### **4. COMMITMENTS OF BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the CSPTCL for showing or forbearing to show favour or disfavor to any persons in relation to the contract or any other contract with the CSPTCL.
- 4.3. The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8. The BIDDER commits to refrain from giving any compliant directly or through any other manner without supporting it with full and verifiable facts.

- 4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

## **5. PREVIOUS TRANSGRESSION**

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

## **6. EARNEST MONEY / SECURITY DEPOSIT**

- 6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of.....
  - (ii) A confirmed guarantee by an Indian 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 a period till complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period.
- 6.3. In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **7. SANCTIONS FOR VIOLATIONS**

- 7.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with Interest thereon 2% higher than the LIBOR. If any outstanding

payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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

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

- 8.1. The BUYER will appoint Independent Monitor (hereinafter referred to as Monitor) for this Pact.
- 8.2. The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

- 8.3. The Monitor 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 Monitor have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6. The Monitor will be submit a written report to the designated authority of BUYER/Secretary in the department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposal for correcting problematic situation.

**09. FACILITATION OF INVESTIGATION**

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

**10. LAW AND PLACE OF JURISDICTION**

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

**11. OTHER LEGAL ACTIONS**

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

**12. VALIDITY**

- 12.1 The validity of this integrity Pact shall be from the date of its signing and up to 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 turns out to be invalid; the reminder of this pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intention.
- 13. The parties hereby sign this integrity Pact at .....on.....

BUYER  
CE (S/s-O&M)  
CSPTCL, Bilaspur

BIDDER  
CHIEF EXECUTIVE OFFICER  
Department/PSU

**Witness**

**Witness**

(i).....

(i).....

.....

.....

(ii).....

(ii).....

.....

.....