CIN - U40108CT2003SGC015820
GST – 22AADCC5773E1ZX

CHHATTISGARH STATE POWER TRANSMISSION COMPANY LIMITED
छत्तीसगढ़ राज्य विद्युत पारेषण कम्पनी मर्यादित
(C.G. Govt. Undertaking) (छत्तीसगढ़ शासन का एक उपक्रम)
CHHATTISGARH STATE LOAD DESPATCH CENTRE: RAIPUR
छत्तीसगढ़ राज्य भार प्रेषण केन्द्र, रायपुर
दूरभाष PHONE : 0771- 2574172 फैक्स FAX NO. 0771-2574174
Web Site : www.sldccg.com Email – csebsldc@sldccg.com

TENDER SPECIFICATION NO. 03-02/SLDC/TR-150

Last date for purchase -

Date of submission –

DATE OF OPENING –

Tender for Outsourcing Cash book record maintenance related works and Invoicing/Commercial work for the FY 2020-21

Issued to

M/s ----------

On payment of ----------

TENDER COST:

Rs. 300/- (Excluding GST @ 12% if purchased from Office)
(Excluding GST @ 18% if downloaded from website)
D.D. will be in favour of
Manager (RAO-HQ), CSPTCL, Raipur.

Note: (1) This form must be returned at the time of submitting the tender.
(2) contains 17 pages

Executive Engineer (O)
Executive Director (SLDC)
CSPTCL, RAIPUR

CIN - U40108CT2003SGC015820
GST – 22AADCC5773E1ZX

CHHATTISGARH STATE POWER TRANSMISSION COMPANY LIMITED
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Web Site : www.sldccg.com Email – csebsldc@sldccg.com

No. 03-02/TR-150/NIT/ **Raipur, dtd.**

NOTICE INVITING TENDER (NIT)

Tender for Outsourcing Cash book record maintainance related works and Invoicing/Commercial work for the FY 2020-21

Sealed tenders are invited for Outsourcing Cash book record maintainance related works and Invoicing/ Commercial work for the FY 2020-21

Sl. No.	Tender No.	Particulars	Job	Cost of tender doc. (Rs.)	E.M.D. (Rs.)	Due date
1.	**TR-150**	Outsourcing Cash book record maintainance related works and Invoicing/ Commercial work for the FY 2020-21	As per Tender	**Rs.: 336/- (if purchased from Office) Rs.: 354/- (if downloaded)**	**3000/-**	**22/12/2020 at 15.00 hrs.**

Terms & Conditions:-

Tender documents (Tender form, terms and conditions etc.) can be purchased on payment of **Rs. 336/- (if purchased from Office) or Rs. 354/- (if downloaded**) by Demand Draft (Payable to **Manager (RAO-HQ), CSPTCL, Raipur** – Non-refundable) from the office of the undersigned on or before 22/12/2020 upto 15:00 Hrs. Postal charges worth Rs. 100/- (Rs. One hundred only) should also be sent in advance by D.D. by those tenderers who desire to obtain the tender documents by Registered Post. However CSPTCL is not responsible for any postal delay.

Tender documents can also be downloaded from Companies website i.e. www.cspc.co.in and www.*sldccg.com *in this case bidder has to deposit cost of Tender form (Non-refundable) i.e.* Rs. 336/- (if purchased from Office) or Rs. 354/ (if downloaded**) ***in the form of Demand Draft, Payable to
Manager (RAO-HQ), CSPTCL, Danganiya, Raipur along with tender document through separate DD at the time of submission of tender document.

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

The duly filled tenders document along with Earnest Money of **Rs**. **3000/- (Rs. Three Thousand only)** in the form of Demand Draft (Payable to **Manager (RAO-HQ), CSPTCL, Raipur**) should be dropped in the tender box of the respective tender up to **15.00 Hrs** on the due date. Earnest Money in any other form will not be acceptable. In case of tenders sent through post/courier, it will be responsibility of the bidder to drop/get dropped the tender in the respective tender box. No receipt of tender shall be issued in any case. Tender will be opened on the same day at **15:30 Hrs**. in the presence of those tenderers who may choose to be present.

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

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

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

Executive Director (SLDC)
CSPTransCL, Raipur

Copy to:-

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

SCHEDULE- I

GENERAL TERMS AND CONDITIONS OF TENDER

1. Sealed offers are invited from the interested parties for outsourcing the work of Cash book record maintainance and related works /Invoicing/Commercial work.

2. Offer must be submitted in sealed cover addressed to the **ED (SLDC), CSPTCL, Raipur** with the name of work, due date of opening and the name of the Tenderer super-scribed on the cover/envelop.

3. Only one offer from one bidder will be accepted. If more than one offer is found, Company will have right to reject any or all offer (s) without assigning any reason and EMD may be forfeited.

4. Tenderers are required to furnish an **Earnest Money of Rs. 3,000/-** (Rs. Three Thousand) in the form of Demand Draft Payable at Raipur in favour of **"The Manager (RAO-HQ), CSPTCL, Raipur"** drawn on any Nationalized/Scheduled Bank (cheques will not be accepted).No interest shall be paid on the Earnest Money.

5. (a) The tenders shall be submitted in the office of **The ED (SLDC), SLDC Building, CSPTCL, Dangania, Raipur** on or **before 22/12/2020** up to 15.00 Hrs only and will be opened on the same day at 15.30 Hrs. Tender offers received without proper Earnest Money will not be considered. Tender shall be deposited in office- **O/o The ED (SLDC), SLDC Building, CSPTCL, Dangania, Raipur (C.G)**

   (b) In the **first envelope,** the required **E**arnest **M**oney **D**eposit in proper form should be enclosed and details must be superscribed clearly as Tender name and number, EMD with amount, due date of opening, and name of bidder with address, telephone/ mobile numbers for contact and addressed to **"The ED (SLDC), SLDC Building, CSPTCL, Dangania, Raipur".**

   (c) The **Second Envelope** should be superscribed as **"Technical & Commercial Bid"** for tender specification No. along with due date of opening, and name of firm with address, telephone/mobile numbers for contact and addressed to **"The ED (SLDC), CSPTCL, Raipur".** This envelope must contain all the documents in original issued from this office **except the price bid**. It shall contain: -

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

   If the firm wishes to enclose any other supporting documents the same must be duly signed/ attested on each page and should be kept in envelope number-2 only.

   (d) The **Third Envelope** should superscribed as "**Price Bid"** Tender name and No., due date of opening, and name of the bidder with address, telephone/ mobile numbers

   for contact and addressed to **"The ED (SLDC), CSPTCL, Raipur".** This envelope must contain only the price bid.

(e) All the **three envelopes** shall be kept in a 4th envelope and super-scribed as **"Tender No.03-02/SLDC/TR-150 due on 22/12/2020 at 15:30 hrs** i.e. due date of opening of tender and Name of the firm with complete address, phone & mobile numbers for contact and must be addressed to **"The ED (SLDC), CSPTCL, Raipur".**

6. First of all, envelope of Earnest Money will be opened and verified. If this is found in order, then only the second part of the tender i.e. Technical & Commercial bid of the tender will be opened and finally the price bid of tenderer will be opened, who has successfully crossed two stages of opening, will be opened (subject to conditions). If found necessary the price bid may be opened later on for which new date/time will be intimated separately. The contractor or his only one authorized representative having power of attorney will be allowed to be present during opening of tender.

7. The Earnest Money will be refunded to un-successful tenderers within the reasonable time. The Earnest Money deposited by the successful tenderer may not be adjusted in the Security Deposit for the due fulfillment of the contract, but shall be forfeited, if the contractor fails to execute the contract after intimation of the acceptance of his tender.

8. This forfeiture shall be without prejudice to the right of the Company to recover further damages, if any, from the tender.

9. Within 7 days of intimation given for the acceptance of the tender, the successful tenderers shall be required to deposit an amount equivalent to 10% (Ten percent) of the contract value towards **Security Deposit** for the contract period i.e. ONE YEAR in the form of DD/ BG in favor of "**The Manager (RAO-HQ), CSPTCL, Raipur"** or can be adjusted from the first two bills of the contractor. If the contractor wishes to adjust E.M.D. deposited by him in the S.D., the same will not be adjusted. The work shall commence exactly as per guidelines within 10 days from the date of receipt of the letter of acceptance.

10. Tenderers must fill up complete tender form and should submit in original duly signed all pages by the competent person of the firm. The document should be free from over writing. Any tender not bearing the signature in all the documents accompanying the tender shall be liable for rejection.

11. The tenderers shall furnish latest income tax clearance certificate and return filed with the competent authority along with the tender, documents. Alternatively the tenderers shall give valid reasons for his inability to furnish such certificate with documentary proof. The company reserves the right to reject any tender if the income tax clearance certificate or the reasons for the tender`s inability to furnish such certificate is not furnished.

12. Tenders 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 tender by the tenderers implies that he has read and accepted the instructions, the conditions of the contract etc. and has made himself aware of the scope of the work to be done and local conditions and other factors bearing on the execution of the work.

14. After acceptance of rates the Company will not pay any extra charges for any reasons whatsoever even in case the contractor later reports to have misjudged the conditions of the contract.

15. The rates of the contractor should comprise all the requirements i.e. minimum wages, EPF, ESI, GST as per rule and profit of the contractor. Further no change in order value shall be done due to any reason.

16. Rates shall be quoted both in words & figures in the price schedule which will be inclusive of GST. In case of deviation of rates in figures and words, rates quoted in words shall prevail.

17. It shall not be obligatory for the Company or its officer to accept the lowest tender. The authority for the acceptance of the tender other than lowest on the basis of quality of manpower / work will rest with the Company, which does not bind itself to assign any reason for declining to consider any particular tender or tenders.

18. **VALIDITY**: The tender offer should be valid positively, for acceptance for a period of Three months (90 days) from the date of opening; otherwise liable for rejection. Further information required (if any) can be from the **O/o Executive Director (SLDC), CSPTCL Raipur.**

19 The tender received after the due date and time shall not be accepted/ opened. Company will not be responsible for postal or courier service delay.

20. The Company reserves the right to accept/reject any tender without assigning any reason thereof.

21. These conditions of tender shall form part of the contract and any breach of the terms of this notice shall be deemed to be a breach of the contract.

22. All matters arising out of or any way connected with this contract shall be deemed to have arisen in Raipur and only the Courts in Raipur shall have the jurisdiction to determine the same.

23. It is the responsibility of bidder to make sure that all the documents required as per tender are submitted on or before the date of bid submission. 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. **EXTREMELY IMPORTANT** – No additional document will be allowed after bid Submission; Bidder's to note this to avoid bid rejection.

Executive Engineer (O)
O/o Executive Director (LD)
CSPTCL, RAIPUR

SCHEDULE – II

SPECIAL TERMS & CONDITIONS:

1. QUALIFICATION FOR THE BIDDERS

(a) The Bidder shall be a CA practicing firm or HR Consultants/ firm duly registered with the requsite authority, which they have to submit at the time of signing the contract.

(b) Bidder may deploy qualified accountant through an outsourced agency, if not registered under EPF & ESIC.

2. DELIVERABLE:

The bidder shall depute atleast 1 qualified accountants (1 post graduate in finance/commerce or 1 commerce graduate) in the office of CE (SLDC) and will work during normal office hours.

The deputed staff shall be responsible for

(a) Cash/Cheque Remittances of CSPTCL Customers etc.
(b) Entry/organising of Cash Books and keeping track of Open Access Application fee A/c, transmission charges and Development fund A/c of SLDC Office.
(c) Reconciliation of Bank A/c with cash books for the above said accounts.
(d) Cheques related work i.e. its entry in Register/Cash book and submission to Bank for clearance in time.
(e) Assisting the Marketing Operations section through the information regarding the realization of payments/customer outstanding/customer accounts etc.
(f) Keeping of Records in Compliance of CSERC guidelines relating to charges and fees.
(g) Accounting of SOC and MOC Bills.
(h) Compliance of Audit observations related to account of SLDC.
(i) Verification of all deposit amounts of received fees/charges from all customers including CSPDCL/RLDC/IEX or Open access on regular basis.
(j) Assisting in filing Tariff Petition etc.
(k) Assisting in getting conduction of internal and CAG Audit.
(l) Assisting, compiling and preparation of invoice related to GST.

The administrative and controlling officer shall be Accounts Officer/Manager (F&A) O/o ED (SLDC), CSPTCL, Raipur.

3. PERIOD OF CONTRACT: -

The contract period will be for the period of **01 (ONE) YEAR** from date of issue of order. It may be extended upto 06 months if required on the same terms & conditions.

4. EXTENSION CLAUSE:

Extension clause for Period of contract: - The contract will be for ONE YEAR from date of issue of order. It may be extended for further period of **Six month** or the contract period may be curtailed as desired by CSPTCL.

5. **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 or compensation to be paid to the other party.

6. **DETACHMENT OF PERSON**: -In order to discourage frequent change of staff & maintain security aspects it shall be required that the contractor do not frequently detach the staff personal throughout the contract period. However in special case when a staff person is bound to leave, the contractor shall have to inform it to the Engineer-in-Charge.

7. **PRICES: -**

The rates for the work shall be in following parts as indicated below:-

1. a) **Base Rate:-** The Base rate is the rate of wages determined by the Labour Commissioner, Govt. of C.G. applicable on the date of issue of this tender under relevant provision of Minimum Wages Act-1948 for Semi-skilled/Unskilled category of worker. This rate is variable (as per wages declared by Labour Commissioner, Govt. of C.G. from time to time).

   b) **Base charge**: - The base charge includes base rate along with all the specific charges/Mandatory payments e.g. EPF, Insurance & Bonus.

   Specific Charges includes the actual expenses against the payment of EPF/ESI/Bonus. The details of these charges are mentioned below:-

I. EPF @ of **13.00%** (on minimum wages fixed by the Labour Commissioner Govt. of C.G.as amended from time to time) to be remitted along with the contribution from the labour to the EPF Commissioner regularly and obeying all other legal conditions as per Act. The original Electronic Challan cum receipt shall be submitted for passing the bills.

II. The ES Insurance @ of **3.25%** (on minimum wages fixed by the Labour Commissioner Govt. of C.G.as amended from time to time) to be remitted along with the contribution from the labour to the concern authority and obey all other applicable legal conditions as per Act. The payment of monthly bills submitted by contractor shall be released after production of original documentary evidence towards payment of ESI to concerned department. Where the ESI scheme is not applicable the contractor shall submit the original documentary evidence for insurance policy taken under workman compensation act and personal accident. The payment of monthly bills submitted by contractor shall be released after production of original documentary evidence.

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

8. **PRICE BID: -**

Price bid has to be submitted in prescribed format only as per **Schedule-III.** The base charges that to be paid by contractor will be variable depending upon rate

declared by Labour Department from time to time. However the Rate quoted over & above base charges in price bid shall be FIRM throughout contract period which will include administrative & supervision charges and Profit. The rates quoted in Percentage will not be considered. Bidder should quote lowest rate without taxes and duties. This quoted rate will remain fixed for the entire contract period & extension period given, if any.

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

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

9. PAYMENT:-

The payment shall be made within the reasonable time for the work actually executed by the contractor through monthly R.A. Bills. The contracter should submit the bills in quadruplicate along.No interest on overdue payment shall be made to the contracter under any circumstances. The payment to the deputed staff shall be made through bank only (cheque/electronic payment) proof of which shall also be submitted to O.I.C. along with RA Bills.

10. SALARY:-

Salary to deputed staff shall be as per the state govt. norms or as per rule applicable.The bidder/employer should ensure that the salary must be deposited in to the bank account of the deputed staff up to 7th day of the month. Failing which may resuilt in penalty as per tender clause i.e. 0.5 % per week and maximum 10% of the ordered value.

11. E.P.F. DEDUCTION:-

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

12. INCOME TAX DEDUCTION:

Income Tax at source as per Govt. rule 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.

13. GST:-

Tenderer shall submit documentary evidence for registration regarding GST with appropriate authority.

14. OTHER TAXES/DUTIES:

Any other taxes or duties imposed by the Central/State Govt. or local body from time to time during currency of the contract shall be borne by the contractor.

15. INCOME TAX RETURN:-

The bidder shall furnish Income Tax return of last 5 years (FY: 2014-15 to 2018-19). The Company reserves the right to reject any tender if Income tax return certificates are not furnished.

16. RULES AND REGULATIONS:-

All relevant labour Law and regulation i.e. payment of minimum wages, valid labour licence, EPF, ESI, GST & all the rules applicable as per norms shall be strictly followed by the contractor. In case of violation of law, the contract may be terminated and disciplinary & legal action will be initiated which may include forfeiture of security deposit.

17. JURISDICTION:

Any dispute or difference, arising under out of or in connection with this order shall be subject to exclusive jurisdiction of competent court of Raipur (CG) only.

18. PENALTY:

If the contractor fails to perform the work within the specified period given in the order or extension granted thereof, with respect of successful completion of installation, testing and commissioning of equipments, the contractor shall pay to CSPTCL as liquidated damages a sum of ½ % of the contract price of the uncompleted portion for each calendar week or part thereof delay. For this purpose the date of taking over shall be reckoned as the date of completion. The total penalty shall not exceed 10% of the contract price of the completed and uncompleted portion of the work. The payment or deduction of such damages shall not relieve the contractor from obligations to complete the works, or from any of other obligations and liability under the contract.the company may terminate the contract without assigning reasons there off and thus the EMD and SD will be forfeited.

19. AGREEMENT:

The contractor will execute an agreement on non-judicial stamp paper worth Rs. 300/- with revenue stamp of Rs. 01 (one) affixed on it, as per the **Annexure-II** enclosed with this tender document. The cost of stamp paper etc. shall be borne by

the contractor. The agreement is to be executed within 15 days from the date of order for execution of contract.

20. SECURITY DEPOSIT:

The contractor shall furnish security deposit either in form of DD drawn in favour of Manager (RAO-H.Q.), CSPTCL, Raipur or FDR pledged with the Manager (RAO-H.Q.), CSPTCL, Raipur or in the form of Bank Guarantee from Nationalized/Scheduled Bank for an amount of 10% value of the order for faithful performance of the order and to cover the guarantee period as per the **Annexure-III**. The SD shall be submitted within 15 days of receipt of LOI and shall be kept valid for period covering the completion date plus 6 months. In the event of extension of completion date, the validity of the bank guarantee shall also be suitably extended. The bank guarantee shall be executed in stamp paper, as per proforma attached with this tender document, worth Rs. 250/- or as per the prevailing legal requirements. The cost of stamp paper shall be borne by the bidder. No interest shall be payable on the Security Deposit.

If bidder fails to submit Security Deposit/Bank Guarantee within 15 days from the date of issue of LOI, the work allotted to them will be distributed among other bidders us per company's rule.

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

21. FORFEITURE OF SECURITY DEPOSIT:-

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

22. The terms and conditions and specifications mentioned in tender specification shall be binding on the bidders and no condition or stipulation contrary to our condition shall be applicable. Please note that the bidders who do not accept terms and conditions stipulated in this tender specification, their offers are liable to be out rightly rejected without assigning any reason what-so-ever. Each page of TC Bid and Price Bid shall be signed by the bidder & affixed the seal.

23. 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.

24. SUBLET:

Sublet is permissible if bidder is not registered under EPF & ESIC. Prior permission for subletting of contract must be availed from competent authority.

Executive Engineer (O)
O/o Executive Director (SLDC)
CSPTCL, RAIPUR

SCHEDULE – III
PRICE BID

TENDER SPECIFICATION NO. : 03-02/SLDC/TR-150

DATE OF OPENING -

NAME OF WORK: Tender for Outsourcing Cash book record maintainance related works and Invoicing/Commercial work for the FY 2020-21.

S.No.	Particulars	Qty. (nos)	Base Rate per month (Rs.)	Contratractor's profit in Rupees (Figure & word both)	Period
1	Accounts Assistant	01 No.			

Rs._____ per month (inclusive of GST)

Rupees _____per month (in words).

Signature……..

Name of person……...

Signing Document……..

Name of Firm

Address:-

A) Office Address…….

with Phone /Fax

B) Head office…….

with Phone /Fax

Name of contractor…….

Person Mobile No…….

ANNEXURE – I

UNDERTAKING

I/We …… Proprietor/Partner /Owner of (name of firm) ……. hereby declare that I/WE follow all the rules and regulations as mentioned in the tender No. 03-02/SLDC/TR-150 and rates quoted by the contractor comprise all the requirements i.e. minimum wages, EPF,ESI,GST as per rule and profit of the contractor. All the increase in minimum wages and taxes etc. will be borne by the contractor. Further no change in order value will be requested in respect of this tender.

Signature of tenderer ……

Place : **Name (in full) ……**

Date : **Status in the firm ……..……..**

Seal of the firm ……..……..

ANNEXURE – II

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

This Agreement is made on this_____ day of _____2019 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 (CA36of2003). (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 (LD), SLDC, CSPTCL, Raipur, on behalf of the Transmission Company and all of which shall be deemed to form part of this Agreement or through separately get put herein and are included in the expression "Contractor" herein used (herein after referred to be the paid work).

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

NAME & SIGNATURE OF WITNESS

i) Signature

Address

Mobile No.

SIGNATURE OF THE CONTRACTOR

ADDRESS: -

ii) Signature

Address

Mobile No.

NAME & SIGNATURE OF WITNESS

i) Signature

Address

Mobile No.

ii) Signature

Address

Mobile No.

EXECUTIVE DIRECTOR (LD)
SLDC, CSPTCL, RAIPUR

ANNEXURE-III

PROFORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT
(To be executed on non judicial stamp paper worth Rs.250/- and Rs.1/- revenue stamps be affixed on the bank guarantee)

Bank Guarantee No._____ Dtd._____

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

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

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

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

Signature

For _____

Bank

Witnesses: -

1._____(Signature)

_____(Name)

_____(Address)

2._____(Signature)

_____(Name)

_____(Address)