

TENDER DOCUMENT FOR ONLINE BIDDING

CHHATTISGARH STATE POWER HOLDING COMPANY LIMITED
(A Successor company of Chhattisgarh State Electricity Board)
(A GOVERNMENT OF CHHATTISGARH UNDERTAKING)



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GENERAL TERMS & CONDITIONS

OF

TENDER SPECIFICATION

(PURCHASE/WORKS: BY E-BIDDING)

OFFICE OF THE GENERAL MANAGER (HR)

**2nd floor, Vidyut Sewa Bhawan, Dagania, CSPHCL, RAIPUR (Chhattisgarh)-
492013**

Please note that this document is for only reference of bidder. No bid will be accepted in this form/ document.

CHHATTISGARH STATE POWER HOLDING COMPANY LTD.
(A GOV. OF CHHATTISGARH UNDERTAKING)
(A SUCESSOR COMPANY OF C.S.E.B)
2nd FLOOR, VIDYUT SEWA BHAWAN, DANGANIA, RAIPUR (C.G.)

Phone : - 0771-2574114, 2574040

Fax : - 0771-2574700

TENDER SPECIFICATION

- (A) (i) Tender No. :- **01-01/2021/Sec. Audit/TS-135/2021**
(ii) RFx No. :- **8100024128**
- (B) Description :- **Tender for the work of "Secretarial Audit " of CSPHCL, CSPGCL, CSPTCL & CSPDCL for the year 2020-21 & 2021-22.**
- (C) Due date and time for Online submission of Tender :- **17/01/2022** up to 15:00 Hrs.
- (D) EMD :- **Rs. 3,500/-** (Rs. Three Thousand Five Hundred only)
- (E) Issued to :- M/s
-
-
-
- (F) Tender fees :- **Rs. 236/-** (Inclusive of GST @ 18%).

ADDL. GENERAL MANAGER (HR)
C.S.P.H.C.L, RAIPUR

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BEFORE SUBMITTING YOUR QUOTATION PLEASE ENSURE

1. That required payment of Earnest Money (EMD) and Tender fee **ONLINE** only.
2. That technical specification is very clear and exact as per our requirement.
3. That the deviations, if any, have been clearly mentioned in deviation sheets and scanned copies attached.
4. That the performance certificate / copies of order executed for similar items / works to reputed consumers are attached.
5. That all the relevant documents to qualify in tender as per PQR is self attested, scanned and attached at appropriate stage of filing your offer online.
6. That hard copies of all relevant documents are preserved and are ready to be submitted on demand within specified period otherwise the offer may be rejected.
7. This document contains terms and conditions for both supply and works. However, relevant terms and conditions will be applicable to respective part.
8. The hindi text is in **"Krut Dev 010"** font.

INSTRUCTIONS TO THE TENDERERS
(TENDERING CONDITIONS)

1. **THE EXECUTIVE DIRECTOR (HR), CSPHCL RAIPUR (C.G.)**- on behalf of the "Chhattisgarh State Power Holding Company Limited" here in after referred to as "Company" invites tenders/ bids for **Works**, in accordance with the **GENERAL - TERMS & CONDITIONS**.

2. **BASIC QUALIFICATION FOR BIDDERS:**

The bids is open to any firm/ party/ contractor, who provides satisfactory evidence that he-

- (a) Meets the qualifying requirements as mentioned in the pre qualifying requirement sheet **(Schedule-I)**.
- (b) Has adequate financial stability and status to meet financial obligations pursuant to the scope of this assignment. In support, the bidder may submit self attested copies of "Profit & Loss Account/ balance sheet" for last three years along with certified copy of balance sheets, P&L account sheets from CA/ scheduled bank.
- (c) Has organization with required adequate technically qualified work force in support, list of technically qualified personnel on roll be furnished.

3. **SUBMISSION OF BIDS:**

The Tender/bid is to be submitted online through CSPCL e-Bidding portal. Details of NIT & Tender Documents are available on our website – cspc.co.in & CSPCL e-Bidding portal <https://ebidding.cspcl.co.in:50724/irj/portal>.

The tender/bid shall be submitted in following three (3) parts:-

Part- I: TENDER FEE & EARNEST MONEY DEPOSIT to be submitted online as per the process given below. Applicable service charges shall be borne by the bidder.

Part-II: TECHNO-COMMERCIAL BID- only filled and signed deviation sheets, mandatory annexure/ forms/ undertaking/ notarized copies of qualifying documents and annexures etc are to be scanned and be uploaded.

Part-III: PRICE BID to be submitted **ONLINE ONLY** with all applicable conditions.

NOTE: Please note that no one is exempted from tender fee and is mandatory for all. Without tender fee the offer will be rejected out rightly. **Tender fee is non refundable.**

(I) **Process for online payment of Tender Fee:**

The bidder shall deposit the Tender Fee amount as mentioned in the NIT. Process for Payment of Tender Fee:

- a. Bidder can participate in Tender only after the successful payment of Tender fee.
- b. Bidder has to pay Tender Fee online through CSPCL e-Bidding portal.
- c. For payment of Tender Fee, bidder can pay through the following payment modes of the Bill Desk (Payment Gateway Provider):-

Mode	Transaction Charge
Credit Card	1.25% of amount +Taxes
Debit Card	0.75% (upto Rs. 2000) & 1.00% (> Rs. 2000) + Taxes
Net Banking	Rs. 10/- + Taxes

All the above transaction charges will be borne by the bidders.

- d. Online payment transaction charges will be displayed to the bidder as soon as bidder clicks on the "Payment" option and also in respective bank page after redirecting to Bank portal.

- e. Bidder can pay Tender Fee before the Submission deadline of Rfx/Tender in e-bidding portal. Once the submission deadline is over, system will not allow to paying online Tender Fee.
- f. Bidder can download the payment receipt of Tender Fee immediately after its successful payment.
- g. The payment of Tender fee is non-refundable as per prevailing practice.

(II) Process for online payment of Earnest Money Deposit (EMD):-

The bidder shall deposit the EMD amount as mentioned in the NIT. Process for Payment of EMD:

- a. Bidder can participate in Tender only after the successful payment of EMD.
- b. Bidder has to pay EMD through online through CSPCL e-Bidding portal. Online EMD payment will be allowed only if the Tender Fee has been paid.
- c. For payment of EMD, bidder can pay through the following payment modes of the Bill Desk (Payment Gateway Provider):-

Mode	Transaction Charge
Credit Card	1.25% of amount +Taxes
Debit Card	0.75% (upto Rs. 2000) & 1.00% (> Rs. 2000) + Taxes
Net Banking	Rs. 10/- + Taxes

All the above transaction charges will be borne by the bidders.

- d. Online payment transaction charges will be displayed to the bidder as soon as bidder clicks on the “Payment” option and also in respective bank page after redirecting to Bank portal.
- e. Bidder can pay online EMD before the Submission deadline of RFX/Tender in e-bidding portal. Once the submission deadline is over, system will not allow paying online EMD.
- f. Bidder can download the payment receipt of EMD immediately after its successful payment.
- g. Bidder’s bid will be considered only if Tender fee is paid and EMD is received by CS Power Holding Companies except for the waived bidders.

Tenders without valid Earnest Money shall be summarily rejected

(III) Part-II (Techno-commercial bid):- It shall contain the following documents which are to be notarized, scanned and uploaded at appropriate stage of filing e-tender and should be ready for submission on demand within specified period otherwise the offer may be rejected:-

1. Acceptance by the tenderer on Schedule.
2. Undertaking by tenderer as per proforma attached.
3. Other documents as mentioned in the tender document.
4. Any other document, bidder wish to attach, should attach in soft in *External c folder* Section only.

For online submission of bid, the bidder may take online help from e-bidding vendor user manual displayed on our website- cspc.co.in. Help desk facility will also be available on **0771-2576672** E-mail:- ebidding@cspc.co.in between 11.00 AM to 05.30 PM on all working days.

(V) Price Bid:- PRICE BID to be submitted **ONLINE ONLY** with all applicable conditions.

4. DATE AND TIME OF OPENING OF BIDS:-

Tender shall be opened after the due date and time as notified. Since the tender is online, the time of opening is governed by the system availability.

If due date of opening is declared as holiday by the Govt. or local administration, it will automatically get shifted to the next working day, for which no prior intimation shall be given.

It may please be noted that the due date /time of opening can be altered, extended, if desired by the company, without assigning any reason thereof. However, due intimation shall be given in such a case.

5. OPENING OF PART-I AND PART-II:-

First Tender fee and EMD shall be opened online. After verification about submission of Tender fee & EMD in proper manner, Part II (Techno-commercial bid) shall be opened.

6. PROCESS OF EVALUATION OF TECHNO-COMMERCIAL BID AND OPENING OF PRICE BID AND REVERSE LIVE AUCTION (RLA):-

After opening of Technical bid, it shall be scrutinized and clarification shall be sought on techno commercial matter, if required.

As a result of clarifications / discussions obtained in writing on technical and commercial matter, the tenderer shall be free to indicate the effect of such changes on their prices in terms of percentage and submit a sealed "Supplementary Price Bid" within specified time, to take care of any deviations / alterations on account of changes on technical or commercial matters. However, no changes will be permitted to mail on the original price bid.

In case, clarifications are not submitted by the tenderer within the specified time. The Company, reserves the right not to open the price bid of such tenderer. Further, in case, it is found that in spite of clarifications on techno-commercial matters, the offer has not come to a desired level, the Company, at its discretion, may not open the price bid.

Tenderers shall, therefore, have to ensure that their tender/ bid is in conformity with the Company's tender specifications.

The date of opening of part III (Price Bid) shall be notified to the bidders whose bids are found to commercially & technically acceptable. Company's decision shall be final & binding on the tenderers.

In normal cases the Company does not accept deviation in their standard terms and conditions. In case the bidder deviates, company may, at its option, not open the price bid of such offer. However, if it becomes inevitable to abandon deviation, company in exceptional case may conditionally accept the offer with appropriate loading of charges to bring the offer at par with other offers. E.g. if any participant does not accept full penalty and SD clause say if only 5% penalty and 5% SD are accepted then loading of 5%+5%= 10% will be done on their basic price for evaluation of FOR destination price to bring their offer at par with others and even after loading if they stand L-1 then their offer may be considered for placing order on the quoted rate (without loaded price), terms and conditions only. In short such loading of non accepted part of individual deviated clause will be done. It is, therefore, strongly recommended to submit offer without any deviation as for as possible.

7. TENDERERS TO PLEASE NOTE THAT:-

- (a) Tender is to be submitted strictly in accordance with the tender specifications, terms and conditions laid down in tender documents.

- (b) Submission of the tender by the tenderer implies that he has read and accepted the instruction, terms and conditions for the purchase/contract etc. and made himself aware of the particulars/specifications of the materials /works /jobs be supplied/done, site conditions and other factors affecting on execution of the contract. The tenderer may visit site if wish so, with due permission and procedure to their better assessment.
- (c) Canvassing in any form is strictly prohibited and tenderer found to have resorted to canvassing shall be liable to have his tender rejected summarily.
- (d) If the tenderer deliberately gives wrong information in his tender to create circumstances for acceptance of his tender, the Company reserves the right to reject such tender at any stage.
- (e) All documents of the tender submitted shall bear full dated signature with seal of the tenderer.
- (f) Tender which is incomplete, obscure, and irregular or is only for part of the supply/work schedule is liable to be rejected.
- (g) Telegraphic/telex/fax offers shall not be entertained.
- (h) The Company shall not be liable for any expenses incurred by the tender in preparation of tender, whether his tender is accepted or not.
- (i) Tender cost is not refundable.
- (j) The documents should be free from errors, over writing and corrections. Any correction, where unavoidable, shall be made by crossing out and rewriting with dated signature.
- (k) Conditional tenders are liable to be rejected.
- (l) Submission of tender will be deemed to be an acceptance of all terms and conditions of the said act. The tenderer shall have to ensure that documents are available with them in time and similarly bid is submitted as per schedule. CSPHCL shall not assume any responsibility for any unforeseen system constraints, failure of network etc. either for the/ while filing of tender. No extension in time shall be granted on such grounds.
- (m) The Company reserves the right to reject any or all tenders or to accept any tender in full or part considered advantageous to the Company irrespective of whether it is lowest or not, without assigning any reason whatsoever.

8. AUTHORISED SIGNATORY FOR THE TENDER

The bidder should obtain User ID for e-bidding. After obtaining User ID, bidders can access and participate in the tender.

9. VALIDITY OF TENDER:

The fact of the submission of tender shall be deemed to constitute an agreement between the tenderer and the Company whereby such tender shall remain open for acceptance by the Company for a period of six (6) months from the date of opening of the tenders. During this period, the tenderer shall not withdraw or amend his offer. The Earnest Money deposited shall be forfeited, if the tenderer withdraws amends, impairs or derogates from the tender in any respect within Validity period.

10. EARNEST MONEY DEPOSIT:

The tenderer shall deposit the Earnest Money amount as mentioned above only as mentioned in the front page of this tender specification.
Tenders without Earnest Money shall be summarily rejected.

The Earnest Money will be refunded to the un- successful tenderers within a reasonable time after the finalization of the tender. Earnest Money deposited by the successful tenderer shall be retained till requisite Security Deposit for due and proper fulfillments of the supply order/work contract awarded is deposited fully by the successful tenderer and is accepted by the Company.

No interest shall be paid on the Earnest Money Deposited by the tenderers.

The Earnest Money may be forfeited on following grounds:-

- (a) On revocation of tender during validity period.
- (b) On refusal to accept order/ enter into contract after the work is awarded to a tenderer.
- (c) If the supply/ work is not made/ commenced after award within stipulated period.

11. AMENDMENT IN SPECIFICATIONS/ SCHEDULES:

The Company may revise or amend specifications / schedules of supply/ work prior to the date notified for opening of the tenders. Such revision / amendment, if any will be communicated to all tenderers as amendment/ addendum/ corrigendum to the invitation of the tenders.

12. Alternative Bids:

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

13. MISTAKES IN BIDS:

Any variation in rates on any grounds such as mistakes, misunderstanding etc. will not be allowed.

14. BASIS FOR RATES:

Rates are to be quoted on the basis as desired in the tender documents

RATES QUOTED SHOULD BE 'FIRM' FOR THE TOTAL PERIOD OF CONTRACT.

15. ACCEPTANCE OF PART/WHOLE BIDS:

Company reserves the right to accept/reject wholly or partly any or all the tenders without assigning any reason whatsoever. No correspondence in this respect shall be entertained by the Company.

16. AMBIGUITIES IN CONDITIONS OF BID:

In case of ambiguous or self contradictory terms/conditions in the bid, interpretation as may be advantageous to the Company's, may be taken without reference to the tenderer.

17. DISQUALIFICATION OF BID:

A bid which gets open before the due date, as a result of improper or no indication/ superscription on the main cover of the tender, to indicate that it is a tender will be disqualified. Tenderer will not be permitted to change the substance of his tender, on grounds of post tender interpretation/ improper understanding. This includes post tender changes in price/ rate and modification etc. after opening of price bids. In such event, tender will be liable for rejection.

18. INCOMPLETE BIDS:

Tender/ Bid which is incomplete, obscure or irregular, is liable for rejection.

19. LOCALITY OF WORK:

By Submitting a tender for the supply/ work, a tenderer will be deemed to have satisfied himself by actual inspection of site and locality of the supply/ work and ensure that rates quoted by him in the tender will be adequate to complete the supply/ work in all respects according to the Specifications and other conditions and that he has taken into account all condition & difficulties that may be encountered during its progress whether

or not explicitly provided in the tender documents but necessary for proper completion of the supply/work to the entire satisfaction of Officer-in-charge/ company.

20. DISCLAIMER

Please note that it will be presumed that the bidder has read all the documents carefully and filing the tender without any prejudices and have accepted all the terms and conditions of the tender except those mentioned in column meant for Techno-Commercial deviation and Technical deviation. Bidder may please also note that if deviations are not declared in specified format it will be presumed that there is no deviation from Bidder side in respect to any Section. If desired by CSPHCL all the original documents which are attached for their eligibility qualification etc. should be submitted within the given period otherwise their offer at any stage may be rejected for which the bidder will be solely responsible. Since the instant tender is processed electronically and filed by tender electronically using digital signature, it will be treated that all the documents uploaded by the purchaser and bidder are signed by the authorized signatory.

21. PUNITIVE ACTIONS

In case of defaults by the bidder/supplier – such as non-supply, noncompliance of guarantee, supply of poor quality material, poor after sales services, instances of fraud or cheating, submission of fake documents & information, violation/breach of terms and conditions of the contract etc. the purchaser shall take any one or all the Punitive actions given below depending on the extent and seriousness of the default committed:-

- (a) Debar/blacklist the firm from future business with the CSPHCL for a specified period and circulate it among all SEBs/Power Companies.
- (b) Cancel the purchase contract partially or fully as outlined in penalty clause.
- (c) Impose a suitable penalty on account of supply of poor quality material or financial loss caused to CSPHCL by the supplier on account of default against the contract.
- (d) Forfeiture of EMD/SD as the case may be.

SCHEDULE – I**QUALIFYING REQUIREMENTS**

Tenders are invited for the work of "Secretarial Audit " of CSPHCL, CSPGCL, CSPTCL & CSPDCL for the year 2020-21 & 2021-22 through e bidding from Practicing Company Secretary(PCS)/ Practicing Company Secretary(PCS) firms (called **Bidder**). The invitation of bid is open to all the bidders who fully meet the following qualifying requirement and provide / submit the satisfactory documentary evidence in support, failing which their bid may be rejected.

S.No.	Qualifying Requirement	Document Required
1	The Bidder should have its Registered/ Head / Branch office in Chhattisgarh, preferably in Raipur(CG).	An undertaking along with copy of utility bills to be provided. (The Company Secretary Firm shall be required to furnish the details of offices such as complete address, phone numbers and officer in charge and staff in each office).
2	The Bidder should have 2 (two) years experience of conducting secretarial and who are in practice for at least 10 (ten) years as on date of issue of tender will be considered as eligible for participation in the tender.	Copy of signed secretarial audit report or appointment letters for 3 (three) years to be submitted by the bidder. The completed audit assignment will be considered for eligibility of PCS Experience of one of the partners of the Company Secretary Firm in case of partnership firm and of the promoter in case of proprietorship firm should be at least ten (10) years. Copy of the Certificate of Practice (CoP) of the partner or the proprietor shall be required to be submitted.
3	The Bidder should have, at least two active partners in full time practice or the PCS should have minimum two full time employees who are with ICSI membership. (other than PCS)	<p>A. An Undertaking with:</p> <p>(i) Registration of the firm with the ICSI</p> <p>(ii) Membership No. issued by ICSI</p> <p>(iii) Certificate of Practice Number issued by ICSI</p> <p>(iv) List of Partner/ Full time Employees</p> <p>(v) Detail of Professional Qualification</p> <p>(vi) Work Experience</p> <p>B. Brief Profile of Partners/Full time Employees to attached</p>
4	The Company Secretary Firm should have minimum average annual professional receipts of Rs. 10,00,000/- (Rupees Ten lakh only) during the last three financial years, i.e. during 2017-18, 2018-19 and 2019-20.	Attached copy of audited financial statements/ ITRs/ CA Certificate for last three year 2017-18, 2018-19 and 2019-20.

Note:- Documentary evidence(s) in support of above is required to be submitted. Tender without the required documentary evidence(s) shall be liable for rejection.

Signed and Scanned copy of Documents needs to be uploaded in CSPCL e-bidding portal

GENERAL TERMS AND CONDITIONS

1. General:

Executive Director (HR) on behalf of the "Chhattisgarh State Power Holding Co. Ltd." hereinafter referred to as "CSPHCL", on behalf of the "Chhattisgarh State Power Generation Co. Ltd." hereinafter referred to as "CSPGCL" on behalf of the "Chhattisgarh State Power Distribution Co. Ltd." hereinafter referred to as "CSPDCL" on behalf of the "Chhattisgarh State Power Transmission Co. Ltd." hereinafter referred to as "CSPTCL" invites sealed tenders for the subject work in accordance with the attached "Scope of Work".

2. Security Deposit:

Upon acceptance of the offer, the successful professional firm will have to deposit a security amount of 10% of total order value for due and faithful fulfillment of the contract. The security deposit will have to be deposited within 30 days of receipt of the order awarding the contract in the form of Demand Draft drawn on any nationalized bank payable to CSPHCL, Raipur. Security Deposit shall be retained till faithful performance of terms and conditions of the order and settlement of liability, if any. No interest on security deposit amount shall be payable by the company. The security deposit shall be returned after faithful performance as per terms and conditions of the order.

3. Validity of offer:

The offer shall be valid for acceptance for a period of 180 days from the date of opening of price bid.

4. Professional Fee:

The firm should quote **Fixed** Professional Fee on lump sum basis including all expenses i.e. travelling expenses, lodging & boarding, etc., for conducting Secretarial Audit and for other services, exclusive of Goods & Service Tax. **Goods & Service Tax** as applicable will be admitted separately. A copy of registration certificate for Goods & Service Tax shall be submitted along with first bill. No charges other than Fixed Professional Fee shall be paid for the audit work & other services(certifications etc.). Also, no other taxes and duties shall be paid on the Fixed Professional Fee other than Goods & Service Tax.

5. Issuance of Audit Report:

- i.** The auditor shall address and submit Secretarial Audit Report to the members of the respective companies i.e. CSPHCL, CSPGCL, CSPDCL & CSPTCL through Head of HR of respective companies.
- ii.** Audit shall be conducted in accordance with the provisions of the Companies Act, 2013.
- iii.** Half margins (containing all queries of the auditor) shall be issued to the concerned Office Head. The half margins shall be issued by the audit team during the period of conducting audit. The concerned official shall reply to the queries raised by the auditor in the half margin within a week from the date of receipt.
- iv.** Secretarial Audit Report shall be prepared in accordance with the provisions of the Companies Act, 2013.
- v.** Observations in the Secretarial Audit Reports should not be general in nature. The observations should be specific and to the point, adequately supported by instances of irregularities/ non-compliance of rules, regulations, etc. Suggestions for improvement should be given, wherever possible.

6. Selection Criteria:

The evaluation of prices shall be on the Professional Fee value found to be lowest among qualified bidders separately for each company. The bidder whose price is found to be lowest shall be considered for award of contract in each company subject to reasonability and fulfillment of contractual formalities.

7. Award criteria:

CSPHCL would be at liberty to accept any bid, lowest or otherwise in whole or part or reject any or all bids without assigning any reason thereof. Successful bidder (s) will be informed by post or through Fax.

8. Period for execution of work:

The Contact period will initially be for 2 year for conducting Secretarial Audit for the year 2020-21 & 2021-22 as specified in Scope of Work in the tender document. The Secretarial Audit Report for the Financial Year 2020-21 & 2021-22 shall be submitted within 2 months from the issue of appointment order. IT is also expected that the secretarial audit has to be commence within 20 days from the award of work., time being the essence of contract. The other works shall also be done within the tome prescribed under the companies act, 2013 and rules frame there under. Any delay from the above shall attract penalty as per penalty clause.

9. Amendment in Bidding Document:

At any time prior to the deadline for submission of Bids, CSPHCL may, for any reason, whether at its own initiative or in response to a clarification required by a prospective Bidder, modify the Bidding Documents by amendment(s). The amendment will be notified in writing or by Fax/E-mail/on website to all prospective Bidders, which have received the Bidding Document at the address contained in the letter of request for issue of Bidding Document from the Bidders. CSPHCL will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. In order to afford prospective Bidder reasonable time in which to take the amendment into account in preparing their Bids, the CSPHCL may, at its discretion, extend the deadline for the submission of Bids. Such amendments, clarifications etc. shall be binding on Bidders and will be given due consideration by the Bidder while they submit their Bids and invariably enclose such documents as a part of the Bid.

10. Extension of Order:

Awarding of contact for period of 2 years for for conducting Secretarial Audit for the year 2020-21 & 2021-22 as specified in Scope of Work . However, the CSPHCL reserves the right to place an order for extension of contract for a further period of one year.

11. Extension of Time and Penalty:

Any extension in time beyond contract period as mentioned at Clause-18 shall only be granted on merits, after competent approval. The Practicing Company Secretary Firm shall submit their request letter with proper justification. In case competent authority is not agreeable to the ground on which extension is sought, suitable penalty @1/2% (half percent) per week for delay in submission of report subject to maximum of 10% of order value shall be imposed on the auditor.

12. Submission of Bills for Professional Fee:

The Practicing Company Secretary Firm shall submit the bills **in triplicate** to this office after completion of the audit work as per Order along with copy of Secretarial Audit Report **along with soft copy in CD.**

13. Payment Term of Professional Fee:

The payment term shall be made within 30 days from the date of receipt of the bill by the firm after completion of Secretarial Audit & submission of the report.

14. Audit Program:

The Practicing Company Secretary Firm has to submit its Audit Program within 7 days from the date of appointment order to this office for conducting the audit. The audit program should strictly be followed by the office as well as by the auditor. Failure to commence the audit within 15 days from the date of appointment order shall entail the forfeiture of security deposit and cancellation of the order.

15. Co-ordination from Auditee Office:

The CSPHCL, CSPGCL, CSPDCL & CSPTCL shall designate an Auditee office to co-ordinate with the auditor in such a manner so as to complete the audit of respective offices within the prescribed time schedule. The auditee office will provide reasonable work space, furniture to the audit team. Other resources, viz. computers, telephone etc. would have to be arranged by Practicing Company Secretary Firm. The auditor shall also exercise due diligence to ensure coordination and timely completion of audit.

16. The award of work is made on the basis of the credentials, experience and capability furnished by participating firm and is liable to cancellation in the event of any professional or other misconduct, which has been taken cognizance by The Institute of Company Secretaries of India or any other authority, coming to light at a later date.

17. The Audit to be carried shall be executed by audit team consisting of Full time professional and assistant(s) having qualifications of CS Executive / Inter. The Practicing Company Secretary Firm shall also ensure that size of the team is commensurate with the volume of the work involved.

18. All the audit reports shall be signed by a partner/proprietor of the appointed Practicing Company Secretary Firm. The Practicing Company Secretary signing the audit report shall be responsible for all the work done by the audit team irrespective of the composition of visiting team at Auditee Office.

19. Cancellation of Order:

CSPHCL may upon written notice of default, terminate contract in the circumstances detailed hereunder –

a) If in the opinion of CSPHCL, the professional firm fails to comply with any of the provisions of this contract, in such case, a written notice shall be served by CSPHCL to the professional firm to stop further activities and take urgent steps towards corrective measures, failing which the order will be cancelled.

b) In the event of such termination, CSPHCL shall exercise its discretionary powers to award the work to other professional firm after giving due notice to the professional firm on a/c and at the risk and cost of professional firm.

- c) The performance of the firm shall be reviewed periodically and for any unsatisfactory performance, the Company reserves the right to terminate the services, giving a notice of 15 days to the firm.

20. Delayed/Late Bids:

CSPHCL shall not assume any responsibility for any postal delays either for the late receipt of the documents by the Practicing Company Secretary Firm or late receipt of the Offer by CSPHCL. No extension of time shall be granted in any case.

21. Mistake In Bid:

Rates should be quoted in both figures and words. In case of ambiguity between rates in figures and words, rates in figures shall be considered. Any over-writing in rates need to be authenticated by authorised signatory. However such offers can also be rejected.

22. Force Majeure:

Any cause that is beyond the reasonable control of the Practicing Company Secretary Firm or CSPHCL will be force majeure condition. The cause of the force majeure condition will be taken into consideration only if the tendered within 15 days from the occurrence of such delay notifies. CSPHCL shall verify the facts and grant such extension as the facts justify. For extension due to force majeure conditions, the Practicing Company Secretary Firm shall submit its representation along with documentary evidence for scrutiny by CSPHCL and decision of CSPHCL in this regard shall be final and binding.

23. Subletting of work:

The awarded Practicing Company Secretary Firm shall not sublet the work. In case it is observed that the work has been subletted, or executed through other agency may be terminated.

24. Jurisdiction:

Any dispute or difference, arising under, out of, or about this work order shall be subject to Exclusive Jurisdiction of the competent court at Raipur (CG) only.

25. Officer In-charge:

The Company Secretary O/o AGM (HR), CSPHCL shall be the **officer-in-charge** and shall be responsible for implementation of Audit work. Any guidelines required during execution of audit may be taken with Officer-in-charge / ED(HR), CSPHCL.

26. Extension Of Contract:-

(a) The company reserves the right to extend the contract for a further period of maximum 06 (Six) months on same rate, terms and conditions.

(b) **Price Reduction:-** In case of fresh tender is issued for the same item before completion of supply against extension order and lower rates are received in the fresh tender. The lower rates received in the fresh tender shall be applicable to the quantity of extension order balance to be supplied also.

SCOPE OF WORK

As per requirement under the provisions of Section 204 of Companies Act 2013 read with Rule 9 of the Companies (Appointment & Remuneration of Managerial Personnel) Rules, 2014, CSPHCL intends to appoint Practicing Company Secretary /Practicing Company Secretary Firm as Secretarial Auditor for carrying out Secretarial Audit of offices of CSPHCL, CSPGCL, CSPTCL & CSPDCL.

The Scope of Secretarial audit assignment for different offices shall be as under:-

SCOPE OF SECRETARIAL AUDIT:

The broad scope of Secretarial Audit includes verification of the compliances under the following enactments, rules, regulations and guidelines:-

- a) The Companies Act, 2013 and the rules made there under;
- b) Secretarial Standards issued by “The Institute of Company Secretaries of India”
and
- c) Any other Act/Laws/Regulations as may be applicable.

**ADDL. GENERAL MANAGER (HR)
C.S.P.H.C.L, RAIPUR**

OFFER /DETAILS TO BE SUBMITTED

(For conducting Secretarial Audit)

Annexure -I

To,
The AGM (HR)
CSPHCL, Raipur

Sr. No.	Particulars	Particulars
1	Name of the Practicing Company Secretary (PCS)/ Firm of company Secretaries:	
2	Whether Partnership/Proprietorship/Individual	
3	Total No. of Partners, in case of PCS Firm and Name of leading partner	
4	Details of Office (s) : Address:- Telephone Nos.:- Fax No.:- Email:- Website, if any:-	
5	Office/ branch office in Raipur, give address and contact details.	
6	No. and Date of issue of Certificate of Practice by the ICSI: (pl. attach copy)	
7	Date of Commencement of Practice as PCS/ PCS Firm:-	
8	PAN of PCS /PCS Firm: (Pl. attach copy)	
9	(GST) Registration No., if covered: (Please attach copy):	
10	Number of Employees: (a) Who are qualified Company Secretaries and members of ICSI, and (b) Others also indicate their respective qualification and period of service with the firm	
11	Profile of the firm with list of major clients:	
12	Contact No. of persons proposed to be deployed (Mention their qualification)	
13	Declaration in enclosed format	
14	Any other relevant information, if any.	

Singature:_____**Name:**_____**Email & Mo. No.:**_____**Stamp of ther PCS/Firm****Date:**_____**Place:**_____

PRICE SCHEDULE

PRICE BID to be submitted **ONLINE ONLY** with all applicable conditions

PROFESSIONAL FEE FOR SECRETARIAL AUDIT and other services

S. N.	Particular	Rate
(1) CSPHCL		
i	Conducting Secretarial Audit of CSPHCL for the financial year 2020-21 & 2021-22(per year).	
(2) CSPGCL		
i	Conducting Secretarial Audit of CSPGCL for the financial year 2020-21 & 2021-22(per year).	
(3) CSPTCL		
i	Conducting Secretarial Audit of CSPDCL for the financial year 2020-21 & 2021-22(per year).	
(4) CSPDCL		
i	Conducting Secretarial Audit of CSPTCL for the financial year 2020-21 & 2021-22(per year).	

GST extra, if applicable @.....

DECLARATION:

1. All the information provided by me / us hereinabove is correct.
2. I/We have read all the terms and conditions and these are acceptable to me / us.

Date: _____

Place: _____

Singature: _____

Name: _____

Email & Mo. No.: _____

Stamp of ther PCS/Firm

**On letterhead of the PCS/PCS firm
Format of declaration**

To,
The AGM (HR)
CSPHCL, Raipur

Sub: Declaration

We hereby declare and confirm that:-

1. Our Appointment as a secretarial auditors, if made, will not exceed the limits specified by the guidelines issued by the Institute of Company Secretaries of India (ICSI) as well as the limit, if any specified under the Companies Act, 2013.
2. We are holding valid Certificate of Practice and Membership number issued by the ICSI and are in whole time practice.
3. We hereby undertake we would not sub-contract the secretarial Audit work assigned to us.
4. We clarify that we are independent firm of company secretaries and are arm's length relationship with the Company. **Neither the firm nor its any of partners/ owners/ employees have any interest in the business of Company.**
5. There are no orders of proceedings which are pending against the firm relating to professional matters of conduct before the ICSI or any competent authority of court and also should not have been penalized by the ICSI or any other regulatory Authority in any Disciplinary Proceedings during last five years.
6. We declare that I/We have not been derecognized /black listed/ debarred by any State Govt./Govt. of India/ Union Territory/Govt. Organizations, Banks, PSU's and any Govt. undertakings for failure of Successful Completion of works or for fraud/Cheating. In case, during the tender process or thereafter it is found that I/We have been derecognized /black listed/ debarred by any State Govt./Govt. of India/ Union Territory/Govt. Organizations, Banks, PSU's and any Govt. undertakings for failure of Successful Completion of work related to instant tender or for fraud/Cheating, our offer shall not be considered. In such case, the Power Company will be at Liberty to cancel the order, forfeit the Earnest Money and or Security Deposit furnished by us.

Singature: _____

Name: _____

Email : _____

Contact No.: _____

Stamp of ther PCS/Firm

Date: _____

Place: _____

Undertaking

I/We, M/s hereby undertake that I have carefully gone through the Scope of Work and Terms and Conditions contained in the tender document. I declare that all the Provisions of this tender RFP are acceptable to me/my firm. I further certify that I am an authorized signatory and am therefore, competent to make this declaration. details given are correct to the best of my knowledge and I agree to abide by all your Tender / Order terms and conditions. In case it is observed to be false / incorrect / incomplete Subsequently, I will be solely responsible.

I/We, hereby also undertake that in case lowest rate is quoted by more than one firm then we shall have no objection in deciding successful bidder among the lowest bidder on the basis of lottery. In such a case we will not lodge any claim on this behalf in respect of this contract.

Palce

Date

Signature of bidder

Name (in full)

Email

Contact No.

Seal of the firm

**CHHATTISGARH STATE POWER HOLDING COMPANY LIMITED**

(A GOVT OF C.G. UNDERTAKING) CIN No. U65993CT2008SGC020995

O/o Executive Director (HR), Chhattisgarh State Power Holding Company Limited

No. 01-01/Sec. Audit/TS-135/2021/5421

Raipur, Date : 23/12/2021

NOTICE INVITING TENDER**(E-Bidding)****RFx No. – 8100024128**

Tender Specification No.	Description	Tender Fee	EMD	Due Date & Time for submission of Tender
01-01/ Sec. Audit/TS-	Tender for the work of "Secretarial Audit of CSPHCL, CSPGCL, CSPTCL & CSPDCL for the year 2020-21 & 2021-22.	Rs. 236/- (Inclusive of GST @18%)	Rs. 3,500/-	17/01/2022 up to 15:00 Hrs.

NOTES:-

- (2) For more details, Tender schedule & Tender Documents visit our website :-
<http://www.cspc.co.in> > [ebidding](#) > [ebidding web portal](#) (OR)
<https://ebidding.cspcl.co.in:50724/irj/portal>
- Any Corrigendum / amendments, if required, shall be displayed on websites only.
- (3) For online submission of bid, the bidder may take online help from “**e-bidding vendor user manual**” displayed on our website- <http://www.cspc.co.in> > [ebidding](#) > [ebidding web portal](#) > [Bidder Information](#) (OR) <https://ebidding.cspcl.co.in:50724/irj/portal> > [Bidder Information](#).
[Helpline no. 0771-2576672/73 (EITC, CSPDCL) between 11.00 AM to 05.30 PM on all working days or email: ebidding@cspc.co.in]
- (4) The bidder must have a valid Class II or III Digital Signatures with sufficient validity to participate in E-tender & SAP SRM User ID. There will be training for bidders on every Wednesday from 3.00 pm to 5.00pm at EITC, CSPDCL, Danganiya campus, ground floor, Seva bhawan.
- (5) **Process for online payment of Tender Fee:**
The bidder shall deposit the Tender Fee amount as mentioned in the NIT. Process for Online Payment of Tender Fee:
- Bidder can participate in Tender only after the successful payment of Tender fee.
 - Bidder has to pay Tender Fee online through CSPCL e-Bidding portal.
 - For payment of Tender Fee, bidder can pay through the following payment modes of the Bill Desk (Payment Gateway Provider):

Mode	Transaction Charge
Credit Card	1.25% of amount +Taxes
Debit Card	0.75% (upto Rs. 2000) & 1.00% (> Rs. 2000) + Taxes
Net Banking	Rs. 10/- + Taxes

All the above transaction charges will be borne by the bidders.

- Online payment transaction charges will be displayed to the bidder as soon as bidder clicks on the “Payment” option and also in respective bank page after redirecting to Bank portal.
- Bidder can pay Tender Fee before the Submission deadline of Rfx/Tender in e-bidding portal. Once the submission deadline is over, system will not allow to paying online Tender Fee.
- Bidder can download the payment receipt of Tender Fee immediately after its successful payment.
- The payment of Tender fee is non-refundable as per prevailing practice.

(6) Process for online payment of Earnest Money Deposit (EMD):

- a. The bidder has to pay EMD online through CSPCL e-Bidding portal (if not exempted). Online EMD payment will be allowed only if the Tender Fee has been paid.
- b. For payment of EMD, bidder can pay through the following payment modes of the Bill Desk (Payment Gateway Provider):

Mode	Transaction Charge
Credit Card	1.25% of amount +Taxes
Debit Card	0.75% (upto Rs. 2000) & 1.00% (> Rs. 2000) + Taxes
Net Banking	Rs. 10/- + Taxes

All the above transaction charges will be borne by the bidders.

- c. Online payment transaction charges will be displayed to the bidder as soon as bidder clicks on the "Payment" option and also in respective bank page after redirecting to Bank portal.
- d. Bidder can pay online EMD before the Submission deadline of Rfx/Tender in e-bidding portal. Once the submission deadline is over, system will not allow paying online EMD.
- e. Bidder can download the payment receipt of EMD immediately after its successful payment.
- f. Bidder's bid will be considered only if Tender fee is paid and EMD is received by CS Power Generation Companies except for the waived bidders.
- g. Waived bidders can attach their waving certificate in COLLABORATION folder before submitting the bid. Waiving certificate can be attached at any stage of filling response on e-Bidding portal but it has to be done before submission deadline of Rfx.
- h. If Waived bidders have not attached waving certificate or the attached certificate duration is over/validity period expired, in such cases CSPGCL has right to reject the Bid.

Tenders without valid Earnest Money shall be summarily rejected

- (7) Technical Bid (online) & EMD (online) for the above tender shall be opened on Bid Opening Date. Date of Price Bid opening (online) shall be intimated later on to all qualified bidder in due time.

A. Qualifying Requirement:

S.N.	Condition for PQR	Document Required
1	The Bidder should have its Registered/ Head / Branch office in Chhattisgarh, preferably in Raipur(CG).	An undertaking along with copy of utility bills to be provided. (The Company Secretary Firm shall be required to furnish the details of offices such as complete address, phone numbers and officer in charge and staff in each office).
2	The Bidder should have 2 (two) years experience of conducting secretarial and who are in practice for at least 10 (ten) years as on date of issue of tender will be considered as eligible for participation in the tender.	Copy of signed secretarial audit report or appointment letters for 3 (three) years to be submitted by the bidder. The completed audit assignment will be considered for eligibility of PCS Experience of one of the partners of the Company Secretary Firm in case of partnership firm and of the promoter in case of proprietorship firm should be at least ten (10) years. Copy of the Certificate of Practice (CoP) of the partner or the proprietor shall be required to be submitted.
3	The Bidder should have, at least two active partners in full time practice or the PCS should have minimum two full time employees who are with ICSI membership. (other than PCS)	C. An Undertaking with: (vii) Registration of the firm with the ICSI (viii) Membership No. issued by ICSI (ix) Certificate of Practice Number issued by ICSI (x) List of Partner/ Full time Employees (xi) Detail of Professional Qualification (xii) Work Experience D. Brief Profile of Partners/Full time Employees to attached
4	The Company Secretary Firm should have minimum average annual professional receipts of Rs. 10,00,000/- (Rupees Ten lakh only) during the last three financial years, i.e. during 2017-18, 2018-19 and 2019-20.	Attached copy of audited financial statements/ ITRs/ CA Certificate for last three year 2017-18, 2018-19 and 2019-20.

B. Technical Bid & Price Bid submission:

- a) This is a E-tender case and bidders shall submit Technical Bid and Price Bid in ONLINE ONLY.
- b) Confirmation of Acceptance of Insurance coverage, Complete tender document i.e. General terms & Condition, Questionnaire, along with deviation statement if any etc. are to be attached in Rfx information Tab (notes and attachment –attachment for technical bid).
- c) In case of any deviation with respect to tender enquiry, same to be clearly specified as per deviation statement & to be attached in Rfx information Tab (notes and attachment –attachment for technical bid).
- d) All the bid related documents are to be uploaded with your digital signatures in the tender document folder under created bid option
- e) All attachment in Rfx information Tab (notes and attachment –attachment for technical bid) should be either on the Letter Pad of Company OR Company name should be mentioned on Header or Footer level.

Others:

- a) It is to be ensured that vendors should have valid Login ID/ Password before creation of Bid. Please contact CSPGCL well in advance to get the same.
- b) Vendors should have valid Class II & III Digital Signatures with sufficient validity to participate in ETender / SRM.
- c) All deviations/exceptions, if any must only be given in the Deviation Schedule to be uploaded in Rfx information Tab (notes and attachment – attachment for technical bid). Any deviation/exception mentioned elsewhere would not be given effect to.
- d) All applicable taxes and duties must be mentioned clearly while filling the rates of the taxes and duties. In case the same are not mentioned separately, it would be assumed that the applicable taxes and duties are inclusive in the bid price.
- e) All attributes must be suitably replied to, before submission of bid.

Help Desk (problem related with Login ID / C- Folder (Rfx section) attachment:

In case of any problem related with login ID / password & C- Folder, vendors may please contact on following nos. Helpdesk Contact Nos. 0771-2576672/6673.

Note:

- a) CSPGCL reserves the right to access the capacity and capability of bidders after scrutiny of applications and reserves the right to reject any or all tenders without assigning any reasons.
- b) CSPGCL will not be responsible in any way for late receipt of request for tender documents/bid due to any postal delay or delay in any form in transit or breakdown in the internet communication system etc at the end of the vendor.

IMPORTANT INSTRUCTIONS/ NOTES FOR E-BIDDING

- Please note that this tender is exclusively and entirely processed online, hence the bidder should keep proper record at his end.
- Please note that e-mail is always system generated, hence bidders are advised to regularly check their inbox/junk mail box.
- Bids are accepted only through online procedure.
- CSPGCL shall not assume any responsibility for non-supporting of system, internet, line & associated hardware & software for bidding their tender. No extension in time shall be granted on such grounds. It is strongly recommended not to wait for submission of bid in last minutes as internet/technical problem may disrupt their works.
- In SAP SRM it is mandatory to give the **Basic Price** and condition (taxes & duties) of price.
- Rates should be quoted online & in specified fields only. Once the rates are filled & locked, no change on any ground whatsoever will be accepted.
- After dead line, no alteration in the tender will be allowed by the system.
- CSPGCL will not accept incomplete bid.
- A questionnaire is available in the Rfx information tab in the online tender display which is necessary to answer.
- It is mandatory to submit **Scanned copy of complete tender document duly sealed and signed on each page by the authorized signatory of the firm.**
- Tender documents will be displayed in online tender display at Technical RFX section.

- For online submission of bid, the bidder may take online help from e-bidding vendor user manual displayed on website-<http://ebidding.cspcl.co.in:50724/irj/portal>
- Tender shall be opened in the scheduled time as notified. If the due date of opening/submission of tender documents is declared a holiday by the Govt. or local administration, it will be automatically shifted to next working day for which no prior intimation shall be given. Tender opening shall be continued on subsequent days. In case the opening of all tenders is not completed or due because of the technical constraints of system on the day of opening, it may be noted that the due date of opening/time may be altered/extended if desired by CSPGCL without assigning any reason. However, intimation shall be available on company's tender portal/bidders email (if participation shown). The bidders are requested to keep track of the same.
- User id, Password, Digital Signing Certificate and Digital Encryption Certificate require for participation for any Tender. For User id and Password requesting you to contact with concerning department.
- Before participating needs to read carefully all instructions and processes. User manual and instruction documents are available in <http://cseb.gov.in/csptrdcl/tender/etender/etenderindex.htm> or click on Bidder Information link in <http://ebidding.cspcl.co.in:50724/irj/portal> url.
- Amendment, Price Bid opening date will inform by e-mail.
- If due to any reason the documents are not attached in techno-commercial bid, CSPGCL will not be responsible & such tenders would be out rightly rejected.
- If the documents are shown attached in techno-commercial bid but due to any reason could not be opened, another copy will be accepted by mail on request of CSPGCL.

**EXECUTIVE DIRECTOR (HR)
CSPHCL, RAIPUR**