

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 EXECUTIVE DIRECTOR (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/Staff/TS-142**
- (ii) RFx No. :- **8100025264**
- (B) Description :- **Deployment of 03 no. Computer operators through outsourcing for O/o Secretary (Energy Department) Matralaya, Mahanadi Bhawan, Atal Nagar, Nava Raipur.**
- (C) Due date for Online submission of Tender :- **10/05/2022** up to 15:00 Hrs.
- (D) EMD :- **Rs. 19,600/-** (Rs. Nineteen Thousand Six Hundred only)
- (E) Issued to :- M/s
-
-
-
- (F) Tender fees :- **Rs. 590/-** (Inclusive of GST @ 18%).

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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 "Kruti 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 of work.

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. **There is no need to scan and upload the entire tender document.**

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.

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 from 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, EMD and attached techno – commercial documents shall be opened in the process of opening of e-tender. 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.

If required, company may go for Reverse Live Auction (RLA). Necessary intimation about this option, date time and duration shall be intimated suitably. The results and procedure of RLA will be binding on the bidders.

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 to 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.

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

SCHEDULE – I**PQR/QUALIFICATION/DOCUMENTS TO BE SUBMITTED BY THE BIDDERS**

Tenders are invited for deployment of 03 no. Computer operators through outsourcing for O/o Secretary (Energy Department) Matralaya, Mahanadi Bhawan, Atal Nagar, Nava Raipur. The qualification of bidder of the contract are as under:-

S. NO.	PARTICULARS	DOCUMENTS REQUIRED
1.	The Bidder should have experience of having successfully executed any similar order for Outsourcing of Man Power during previous 3 financial years (i.e. 2019-20, 2020-21 & 2021-22) in any State Govt./CPSU/ SPSU/Pvt. Power Sector Organization with minimum value of one order of ₹ 5.22 lakhs or two orders of ₹ 3.91 lakhs or three orders of ₹ 2.61 lakhs.	Self attested copy of order(s) is required.
2.	Performance of the contractor's earlier contract shall be taken into consideration before opening of price bid. Offer of the bidders shall not be considered for opening of price bid, if there has been default in satisfactory performance during previous 3 financial years i.e. 2019-20, 2020-21 & 2021-22.	Self attested copy of the satisfactory performance certificate issued by order issuing authority is required.
3.	The Bidder should submit necessary documentary evidence of having an average annual turnover of ₹ 9.80 Lakhs or more during 3 financial years i.e. 2018-19, 2019-20, 2020-21.	Self attested copy of audited balance sheet or turnover certified by CA is required.
4.	The Bidder should have to provide declaration regarding submission of valid labour license issued by Labour Department, Govt. of C.G. for said work within 30 days from the date of issue of order.	Duly filled undertaking in Annexure – V is required.
5.	The Bidder should be registered with EPF & ESIC and have valid EPF & ESIC registration number.	Self attested registration copy is required.
6.	The Bidder should have registered with GST Department.	Self attested copy of GST registration is required.
7.	The Bidder should have to provide undertaking regarding working qualification of staff.	Duly filled undertaking in Annexure – VI is required.

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

GENERAL TERMS AND CONDITIONS OF WORK CONTRACT

1. Definition Of Terms:-

Company: The 'COMPANY' shall mean 'CHHATTISGARH STATE POWER HOLDING COMPANY LIMITED (A Govt. of Chhattisgarh Under Taking) (A Successor Company of CSEB) formed as per Govt. Notification No. F1-8/2008/13/1 Dated 19.12.2008, and shall include its successor and assigns.

Contractor: 'Contractor' shall mean person, firm or company, whose tender has been accepted by the Company and shall include his heirs, executors, administrators and assigns.

Work: The expression 'Work' or 'Work' shall there be something either in the subject or context repugnant to such construction be construed to mean work undertaken, whether temporary or permanent and whether original, altered, substituted or additional.

Contract: 'Contract' shall mean and include the tender notice, instructions to the tenderers, general and special conditions of contract, work schedules, under-taking by the tenderer, questionnaire, experience details furnished, all documents and letter submitted by the tender, letters issued by the Company, letter of intent issued by the Company, detailed Work Order and subsequent amendments to it and the agreement to be entered into as per conditions of the contract.

Contractor to inform himself: The contractor shall be deemed to have carefully examined the instructions to the tenderers, these general conditions of contract, special conditions of the contract, Work schedule of this tender document and also have to be satisfied as to the nature and character of the work to be executed, site conditions and other relevant matter and details. Any information thus had or otherwise obtained from the under-signed shall not in any way relieve the contractor from his responsibility for executing the work items/jobs in terms of the specification including all details and incidental work. In case of any doubt as to the meaning of any portion of the tender documents, he shall put forth the particulars thereof and submit them to the office of **THE ADDL. GENERAL MANAGER (HR), CSPHCL, RAIPUR (C.G.)** in writing for clarification before the due date of submission of tenders.

2. Working Time & Qualification for the Staff:-

Computer Operators - The Computer Operator have to do data punching work and other computer related work (s) during office time and as desired by the officer under whom he/she will work. The Computer Operator having knowledge of Hindi/English typing/stenography with minimum qualification of graduate degree preferably with DCA, PGDCA and should be able for computer operation in MS-Word, Excel etc, for analytical work. Similarly, the operator with knowledge of typing/ stenography may have to take dictations and do other works as instructed to them. Steno & Computer Operators also have speed in key depression at list 5000 words per hours in Hindi & English Typing. The Computer Operator should maintain the office confidentiality, and in case of leakage of any information, the concerned Computer Operator will be removed immediately and contract may be terminated.

3. Rate:-

The contractor must quote his profit on the base rate as indicated below, taking into consideration the facilities to be provided to the Staffs e.g. Uniform as per clause No. 2:-

Stenographer/Computer Operator

S.No.	Payment head	Rate per month (in ₹)
1	Monthly wages including variable DA w.e.f. 01.10.2021 for High-skilled worker-order क्रमांक / आड / न्यूवे० / अ०आ० / 2021 / 7002, दिनांक 29.09.2021	12,010.00 per month
2	EPF @ 13%	1,561.00
3	ES Insurance @ 3.25%	390.00
4	Bonus @ 8.33%	1,000.00
Total		14,961.00

The rates calculated above are based on the prevailing minimum wages declared by the Labour Department, Govt. of C.G., Raipur at the time of opening of tender including all the mandatory payments e.g. EPF, ES Insurance & Bonus etc. However, the minimum wages shall be escalated at the time of revision of minimum wages declared by the Labour Department, Govt. of C.G., Raipur in the following manner :-

Escalated price per month per **Staff** = $R + 1.2458 \times (L2 - L1)$

(Applicable from the date of revision of minimum labour wages)

R = Monthly Rate quoted by the Bidder for **Staff**.

L1 = Monthly minimum Labour wages for High-skilled/Skilled/Un-skilled workers declared by Labour Department, Govt. of C.G., Raipur prevailing at the time of opening of Tender.

L2 = Monthly minimum Labour wages revised for High-skilled/Skilled/Un-skilled workers declared by Labour Department, Govt. of C.G., Raipur.

In case, the lowest rate is quoted by more than one firm then successful bidder among the lowest will be decided on the **basis of lottery**. The lottery will be drawn in presence of representatives of the firms. After drawl of lottery no claim shall be entertained from any of the bidder. A form of undertaking annexed with the tender is to be signed by the tenderer necessarily in this respect.

4. Tenure of the Contract:-

The contract shall be initially for the period of **“Three Years”**. The contract may be extended for further period, if required, on the same rates, terms & conditions of the original order and the contractor has to execute the work for extended period also. The quoted rate shall not be increased during the extended period except payment of escalation.

5. Insurance:-

The Bidder shall be liable for insurance/other facilities of the **Staff**. The CSPHCL shall not be liable for providing such facilities.

6. Statutory Obligations:-

The bidder shall furnish particulars of PF/EPF contribution in respect of staff(s) engaged by them. All such details shall have to be furnished along with the bill without which bill shall not be accepted.

7. Payment:-

The payment shall be made within a reasonable time for the work actually executed by the contractor through monthly bills. The contractor should submit bills in quadruplicate along with proof of depositing EPF, ESI and paid wage slip i.e. "A" roll or attendance sheet duly certified by the officer incharge to the Office of the Order placing authority 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 the **Staff** shall be made by the contractor before 3rd day of every month through Bank only, proof of which shall also be submitted to OIC along with monthly bill. Payment to **Staff** after mentioned period shall be liable for penalty as per penalty clause.

The payment of monthly bill shall be released after receipt of documentary evidence towards payment of minimum wages EPF, ESI & Bonus certified by officer-in-charge.

8. Officer-In-Charge:-

The officer-in-charge for the above work shall be mentioned in order and attendance of **Staff** will be submitted and verified by the officer concerned.

9. Income Tax:-

Income Tax at source as per Government 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.

10. (A). GST:-

Contractor shall submit documentary evidence of registration regarding GST with appropriate authority. At present 18% GST, (9% CGST+9% SGST) are applicable on actual services provided by contractor. This GST shall be deposited by Company directly to the Govt. department. This GST shall be paid extra to the contractor.

(B). Other Taxes & Duties:-

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

11. Deficiency in work by the Staff:-

In case the **Staff** engaged for the work is not up to the working level as desired by the concerned officer under whom he/she will be working, the same shall be informed to the contractor & in such cases, the contractor shall engage another suitable Staff.

12. Force Majeure:-

The contractor shall not be liable for any penalty for not providing Staff in time or for failure to perform the contract for reasons such as act of God, acts of public enemy, acts of Government, Cyclone, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes provided that the contractor shall within 10 (Ten) days from the beginning of such delay bring in the notice of the CSPHCL in writing of the cause of delay. The CSPHCL shall verify the facts and grant such extension as facts justify.

13. Penalty:-

(a) Duties of **Staff** will be assigned by the officer-in-charge. In case of absence, the payment on prorata basis along with 50% penalty thereon will be deducted from current /forth coming bills/SD for which the contractor shall be responsible.

(b) You will abide by the terms & conditions of the contract and work as per instructions issued by the Officer-in-charge. In case you fail to carry out the work as directed or not able to cope-up with the work satisfactorily and in case of the unsatisfactory working and you fail to improve your working; the CSPHCL reserves the right to carry out the work by other agency and the difference in expenditure, incurred for the said work, will be recovered from you. The CSPHCL also reserves the right to terminate the contract by serving you 15 days notice. The amount of Security Deposit in such case will be forfeited.

(c) Upon termination of the contract on the basis of unsatisfactory performance or in case you stop the work, the additional expenses which the CSPHCL will have to bear for getting the work executed by employing manpower or getting the work executed through alternative agencies for the balance period for which the contract was to be operative, will be recoverable from you. This difference will be worked out on the basis of actual work done during the balance period of contract for which the contract was to be operative and new rates of the alternative agency or actual payment involved plus 24% supervision charges will be recovered from your dues/ deposits.

(d) The CSPHCL shall be entitled to forfeit the security deposit & the balance thereof to recover any further sum/ damages from any sum due to you from the CSPHCL for breach of terms & conditions of the contract.

(e) The payment to the **Staff** shall be made by the contractor before 3rd day of every month through Bank only. In case contractor fails to pay as per the payment clause, a penalty of Rs. 200 per week shall be imposed to contractor for that month.

14. Rejection of Work:-

In the event of any of the work done by the **Staff** is found defective in workmanship and secrecy of office is loosen or otherwise not in conformity with the requirement of this contract specification, the CSPHCL may reject the complete work which should be completed by **Staff** on extra time, free of cost.

15. Litigation:-

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 be the jurisdiction to determine the same. The offer shall form part of the contract and any breach of the terms of this notice shall be deemed to be breach of the contract.

16. Extension Of Contract:-

(a) The company reserves the right to extend the contract for a further period 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.

17. Security Deposit:-

(a) The contractor shall furnish Security Deposit by Demand Draft /Bank Guarantee drawn on nationalized/scheduled bank for an amount equal to 10% of the contract value of the work as a security in favour of CSPHCL, Raipur within 30 days from date of placing of order. No interest shall be paid by CSPHCL on the Security deposit. In case of non-fulfillment of contractual obligations by the contractor, the security deposit shall be forfeited. This Security Deposit will be released after satisfactory completion of contract.

(b) In case contractor fail to accept and/ or perform the contract, security deposit furnished shall be forfeited, otherwise the same will be refunded after successful completion of work contract/ performance guarantee period, after deducting any amount outstanding/ to the recovered from contractor.

18. Agreement:-

An Agreement on Non-Judicial Stamp Paper worth Rs. 300/- (Three Hundred) only submitted by contractor within 30 days from the date of issue of order along with Rs. 1/- revenue stamp affixed on agreement. Cost of stamp paper shall be borne by the contractor.

19. Principal Employer:-

CSPHCL will be the Principal Employer for this contract. The AGM (HR), CSPHCL, Raipur shall deal with all the related to this contract for successful completion of work.

20. Additional requirement for Increase or Decrease/Termination of contract :-

a) Company can increase or decrease the number of Staff as per requirement, the same will be conveyed to you in short notice.

b) The contract may be terminated by the CSPHCL under prior intimation of 15 days without prejudice.

21. Rules & Regulation:-

All relevant labour laws and regulations i.e. payment of minimum wages, valid labour license, EPF, ES insurance, GST etc. shall be strictly followed by the contractor. In case of violation of law, the contract may be terminated and disciplinary as well as legal action may be initiated this may include forfeiture of security deposit also. The firm shall ensure payment for the duties executed by his Staff on national holidays also as per rules.

-sd-

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

SCHEDULE- II
PRICE SCHEDULE

Name of work – Deployment of 03 no. Computer operators through outsourcing for O/o Secretary (Energy Department) Matralaya, Mahanadi Bhawan, Atal Nagar, Nava Raipur

SN	Particulars	Qty. (nos.)	Base rate per month per person (Rs.)	Administrative and Supervision charges plus contractor's profit in whole rupees per person.
1.	Computer Operator	3 Nos.	14,961.00	Rs. per month per Computer Operator

- Note :-**
1. **The rates quoted in Percentage will not be considered.**
 2. The firm should quote Administrative and Supervision charges plus contractor's profit in whole rupees per person above the base rate. The rate should not be quoted in paise i.e. in decimal of rupees.
 3. Applicable GST shall be paid extra as per Govt. Rules.

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

Undertaking for no objection

I/We, M/s hereby undertake that 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.

SEAL & SIGNATURE OF TENDERER

DECLARATION
(Affidavit before Notary)

I/We, M/s hereby 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 instatnt tender or for fraud/Cheating, our offer shall not be considered. In such case, the CSPHCL will be at Liberty to cancel the order, forfeit the Earnest Money and or Security Deposit furnished by us.

SEAL & SIGNATURE OF TENDERER
Affidavit before Notary

DEVIATION - SHEET

Technical deviation, if any, from the Tender Specification are to be mentioned in following format only.

Technical Deviation

SL. No.	Clause no. / page no	Nature of Deviation along with Reason

Commercial deviation, if any, from the Tender terms & conditions are to be mentioned in following format only.

Commercial Deviation

SL. No.	Clause no. / page no	Nature of Deviation along with Reason

Except these deviations, the entire order shall be executed as per your tender specification and tender documents. We agree that if any condition variation, deviation etc. found elsewhere in the proposal, those relating to any rebates offered shall not be given effect to.

SEAL & SIGNATURE OF TENDERER

ANNEXURE – IV**ADDITIONAL INFORMATION TO BE PROVIDED BY BIDDER**

S. No.	PARTICULAR	BIDDERS RESPONSE (Please tick appropriate one)	Document Attached as Proof
1.	What is status of the bidder ?	Ltd. Co./ Pvt. Ltd Co./Manufacture/ atherised dealer/Stockiest/ Supplier/ Contractor	
2.	TIN, PAN, GST other Tax No.		
3.	Official E-mail address		
4.	Official telephone number with STD code		
5.	Official fax number with STD code		
6.	Contact person with designation		Mobile No.
7.	Has the bidder participated Earlier in any tender ?		SAP vender No.

SEAL & SIGNATURE OF TENDERER

ANNEXURE – V

Undertaking for labour license

I/We, M/s hereby undertake to submit the valid labour license required against the instant tender within 30 days from the date of issue of order. In case, I/We fail to submit the said document the CSPHCL will be at Liberty to cancel the order, forfeit the Earnest Money and or Security Deposit furnished by us.

SEAL & SIGNATURE OF TENDERER

ANNEXURE – VI

Undertaking for qualification of staff

I/We, M/s hereby undertake that all the staff to be engaged by us against the instant tender shall have minimum qualification as mentioned below:-

“ The Computer Operator have to do data punching work and other computer related work (s) during office time and as desired by the officer under whom he/she will work. The Computer Operator having knowledge of Hindi/English typing/stenography with minimum qualification of graduate degree preferably with DCA, PGDCA and should be able for computer operation in MS-Word, Excel etc, for analytical work. Similarly, the operator with knowledge of typing/stenography may have to take dictations and do other works as instructed to them. Steno & Computer Operators also have speed in key depression at list 5000 words per hours in Hindi & English Typing. The Computer Operator should maintain the office confidentiality, and in case of leakage of any information, the concerned Computer Operator will be removed immediately and contract may be terminated. ”

SEAL & SIGNATURE OF TENDERER

CHECK LIST

Please ensure that the following documents and system are positively available with you and tendering procedure is correctly followed:-

1. **Valid Digital signature of authorized signatory is ready for filing the tender.**
2. The requisite **Tender Fee (non refundable) & EMD** have been paid online.
3. Scanned copy of balance sheet, profit and loss account, trading account or bankers certified copies in support of their Turn Over in last three years may be uploaded.
4. **Scanned copies of Experience certificate / order copies / other required documents:**
 - (a) **That the bidder is a reputed and as per PQR.**
 - (b) **Necessary documentary evidence having executed order for the mentioned work/ supply of materials/Executed work as required in instant tender.**
 - (c) **The authorized Dealer should submit latest valid authorization certificate of Principal Manufacturer valid up to date of acceptance of material.**
 - (d) **Scanned copies of work orders, financial statement, EPF, ESIC, Service Tax, PAN registration etc. as mentioned in the Pre Qualifying Requirement has been uploaded.**
5. 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 deviation sheets. Bidder may please also note that if deviations are not filled and attached, it will be assumed that there is no deviation from Bidder side.
6. **General instructions for e-bidding:-**
 - a. The system should have minimum MS windows -7 with latest version of Java.
 - b. The Bidder must have a Computer/ Laptop along with a good speed Internet Connection.
 - c. The Bidder must have Internet Explorer browser version 8 or above. E-Bidding web portal may not run in other browsers like Chrome, Mozilla etc.
 - d. The Bidder must have been registered into the C. S. Power Companies' e-Bidding Portal for participation in the tenders through e-Bidding.
 - e. The authorized Signatory must have valid Class II/III Digital Signature Certificate to sign the documents for e-Bidding process and to access the documents of the Purchaser.
 - f. Bidder should fulfill any other pre-requisites mentioned in the tender documents i.e. Tender Specific pre-requisites. For more detail please visit our website or contact Help Desk.
7. **Please check & ensure that you have entered the same composite amount in the Price Bid as mentioned in our “Price Schedule” and quoted your rate as mentioned in the schedule.**