

**CHHATTISGARH STATE POWER TRANSMISSION CO LTD**

(A Government of Chhattisgarh Undertaking)

**OFFICE OF THE EXECUTIVE DIRECTOR (C&LM)**

Block-4, Near CSPHCL Dispensary, Dagonia, Raipur (C.G.)

Website- [www.cseb.gov.in](http://www.cseb.gov.in) e-mail:- [ce.egt@cseb.gov.in](mailto:ce.egt@cseb.gov.in) Ph. No. 0771-2574221, 2574028 Fax No. 0771-2574222

No. 02-05/C&amp;LM/ O.S./Tender-14/634

Raipur, Date: 28/06/2021

**NOTICE INVITING TENDER**

Sealed tenders are invited from experienced & eligible outsource agencies for deployment of 30 Nos Security Guards (Civilian) for watch and ward at various EHT-Constn/Maint. stores under SE EHT-C&M, Circle Bilaspur for a period of two years , detailed here as under :-

Sl. No.	Particulars	Total Qty	E.M.D	Tentative Cost
	Deployment of 30 Nos Security Guards (Civilian) for watch and ward at various EHT-Constn/Maint. stores under SE EHT-C&M, Circle Bilaspur for a period of two years.			
1.	EHT-Constn Dn, Bilaspur			
	A. Bilaspur HQ	03 Nos		
	B. Raigarh HQ	03 Nos		
2.	EHT-Constn Dn, Korba			
	A. Korba HQ	03 Nos		
	B. Vishrampur HQ	03 Nos		
3.	EHT- Maint, Dn, Bilaspur			
	A. Bilaspur HQ	03 Nos		
	B. Champa HQ	03 Nos		
	C. Raigarh HQ	03 Nos		
4.	EHT-Maint, Dn, Korba			
	A. Korba HQ	03 Nos		
	B. Patthalgaon HQ	03 Nos		
	C. Ambikapur HQ Vishrampur	03 Nos		
		<b>30 Nos</b>	<b>Rs. 1,19,510/-</b>	<b>Rs. 1.20 Crore</b>
Last Date & Time of Sale of Tender		12/07/2021		17:30 Hours
Last Date & Time of Submission of Tender		13/07/2021		15:00 Hours
Date & Time of Opening of Tender		13/07/2021		15:30 Hours

- (i) The tender documents can be purchased from the office of ED (C&LM) CSPTCL, Raipur till one day before the due date of opening on any working day on payment of **Rs. 1680.00 (Cost of tender Rs 1500/- & GST @ 12% Rs 180/- non refundable)** in the form of DD in favour of Manager, (RAO-HQ), CSPTCL, Raipur (C.G.), payable at Raipur accompanied with firm's application on its letter head. If tender document is required by post then additional Rs. 200/- is to be paid along with cost of document. CSPTCL shall not be responsible for any postal delay regarding receipt/ non-receipt of tender documents. The tender document can also be down loaded from official website of CSPTCL ([www.cspc.co.in/csptcl](http://www.cspc.co.in/csptcl)) and required tender fee of **Rs. 1770.00 (Cost of tender Rs 1500/- & GST @ 18% Rs 270/- non refundable)** in form of DD in favour of Manager (RAO-HQ), CSPTCL, Raipur (C.G.) payable at Raipur (C.G.) in envelope-I containing EMD should also be submitted. The details of DD should be mentioned on the outer side of the envelope-I also. Please note carefully that in absence of aforesaid requisite tender fee in envelope-I, bids shall not be considered for further evaluation. The bidders are requested to

keep themselves in touch with this office/ visit our website regularly to keep themselves updated with any amendment/ change in terms and condition of tender.

- (ii) The tenders, duly filled, shall be accepted up to 15:00 Hrs. on the due date. The techno-commercial bids shall be opened at 15:30 Hrs on the due date. CSPTCL reserves the right to accept or reject any or all the offers, in part or full without assigning any reason whatsoever.

**EXECUTIVE DIRECTOR (C&LM)  
CSPTCL, RAIPUR**

- Note:-** (i) in case any of the above date is declared as holiday then the particular date will automatically get shifted to next working day.  
(ii) Any notice for extension of due date of tender opening shall not be published in Newspaper. It will be displayed only on official website of the company.

**OFFICE OF THE EXECUTIVE DIRECTOR (C&LM)**  
**CHHATTISGARH STATE POWER TRANSMISSION CO. LTD**  
**DAGANIYA, PO: SUNDER NAGAR RAIPUR, C.G. PIN 492 013**  
(A CG GOVT UNDERTAKING)

TEL. (0771) – 2574221, 2574044, 2574028 FAX: (0771)- 2574222

**TENDER SPECIFICATION NO. 02-05/C&LM/O.S./TENDER-14/634 DATED 28/06/2021**

**DEPLOYMENT OF 30 NOS. SECURITY GAURDS (CIVILIAN) THROUGH  
OUTSOURCING FOR WATCH AND WARD AT VARIUS EHT-CONSTN./ MAINT.  
STORES UNDER SE (EHT:C&M) CIRCLE, BILASPUR FOR A PERIOD OF TWO  
YEARS.**

LAST DATE OF SALE OF TENDER	12/07/2021	17:30 Hrs
LAST DATE OF SUBMISSION	13/07/2021	15:00 Hrs.
DATE OF OPENING OF TENDER	13/07/2021	15:30 Hrs.

COST OF TENDER DOCUMENTS: i) **Rs.1680/- (inclusive of GST @12%)**  
Purchase from O/o ED(C&LM)  
ii) **Rs.1770/- (inclusive of GST @18%)**  
Downloaded from company website

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

Tender document sl. no. -----

Issued to M/s -----

Cost of tender documents Rs. -----

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

Name of the Bank-----

**Signature & Seal of issuing Officer**

**OFFICE OF THE EXECUTIVE DIRECTOR (C&LM)**  
**CHHATTISGARH STATE POWER TRANSMISSION CO LTD**  
(CG GOVT UNDERTAKING)  
**Dagania, PO Sunder Nagar, Raipur (C.G.) 492-013**

The undersigned hereby tender and offer (subject to CSPTCL's conditions of tendering), the Chhattisgarh State Power Transmission Co Ltd to execute and do the several works and things which are described or referred to in the enclosures and schedules to the tender Specification No. **02-05/C&LM/O.S./Tender-14/634 Dated 28/06/2021** and done by the contractor in a thoroughly good and workman like manner, and to perform and observe the provisions and agreements or the part of the contract contained in or reasonable to the inferred from the said tender documents for the sums and at the rates set-out in schedules annexed hereto.

It is confirmed that Questionnaire for Commercial terms and conditions and all other conditions, wherever described in the tender documents have been replied in full giving clear details. It has been noted that in case any reply is not given or any reply is incomplete/ambiguous the Board will have the right to interpret to its best advantage to CSPTCL's design in this regard will be final and binding. The bidder will have no right to furnish any technical or commercial clarification after opening of the bid which may in any way alter the offered prices.

Dated.....

Place .....

**Bidder's Name & Signature**  
**with Seal of the company**

## **SCHEDULE-I**

### **TERMS AND CONDITIONS OF TENDERS**

- 1.1** Sealed offers are invited from experienced & eligible outsource agencies for deployment of 30 Nos Security Guards (Civilian) for watch and ward at various EHT-Constn/Maint. stores under SE EHT-C&M, Circle Bilaspur for a period of two years.
- 1.2** Offer must be submitted in sealed covers addressed to the ED (C&LM), CSPTCL, Raipur, with the name of work, due date of opening and the name of the bidder super scribed on the cover/ envelopes.
- 1.3.** One firm/ contractors shall submit only one offer /tender. If more than one offer is submitted Power Transmission Co. Ltd. will have right to reject any or all his offer (s) without assigning any reason and EMD may be forfeited.
- 1.4** **VALIDITY:** Full descriptive particulars and complete specifications should accompany the offer. Offers should be kept open for acceptance for at least 180 days from the date of opening of TC bid.
- 1.5** **Earnest Money Deposit :-** Bidders are required to furnish Earnest Money amounting to **Rs. 1,19,510/- (Rs One lakh nineteen thousand five hundred ten)** only, in shape of demand draft/pay order/Banker's Cheque (Cheque will not be accepted) in favour of Manager (RAO-HQ), CSPTCL, Raipur C.G., drawn on any Govt. or scheduled bank at Raipur only. The tenders not accompanied with adequate amount of earnest money will summarily be rejected and returned unopened, unless exempted by CSPTCL.

**No interest shall be paid on the Earnest Money.**

**1.6 The following are exempted from payment of EMD:-**

- i) SSI units of Chhattisgarh state permanently registered with DIC. The registration should be permanent & should be specifically for the items quoted in the tender & valid on the date of opening of tender.
- ii) Small scale units registered with NSIC: - In case of small scale units registered with NSIC, their registration certificates should be valid for the item under tender on due date of opening of Techno-commercial bid. In case the certificate is not valid on due date of opening the tender shall be liable for rejection. Incomplete certificate should not be submitted. The list of items for which certificate is valid should also be furnished and name of item under tender should appear in this list failing which tender shall be liable for rejection.
- iii) Fully owned State Govt /Central Govt. units, if 100% shares are held by the state Govt. concerned for which documentary evidence must be furnished with offer.
- iv) The photocopy of the NSIC/ SSI registration certificate for the tendered item should be furnished with the offer.  
It has been noticed that some bidders submit photocopy of certificate. This is not acceptable. The photocopy of valid NSIC certificate should be signed by authorized signatory failing which tender shall be liable for rejection.
- v) The Bidders who come under any of above category must produce documentary evidence failing which offer shall be rejected.
- vi) The bidder should furnish valid GST registration number and certificate along with EMD. In absence of GST registration the offer shall not be accepted.
- vii) The bidder who comes under above category (exempted form EMD) shall submit declaration accepting that if they withdraw or modify their bids during period of validity etc. they will be suspended for one year period and not be allowed for participation in any CSPTCL's tender.

In case the bidder withdraws his offer during the validity period or after placement of order, the Earnest Money shall be forfeited. EMD of unsuccessful bidders shall be returned on placement of order. EMD of bidder on whom order is placed shall be returned on acceptance of security deposit. No interest shall be paid on the EMD amount.

- 1.7 FORFEITURE OF EARNEST MONEY DEPOSIT:** It should be clearly understood that in the event of bidder failing to accept or execute the detailed orders, if order is placed within the validity period of the offer (as per clause 1.4), the full amount of earnest money will be forfeited, and CSPTCL's decision in this respect will final and binding on the bidder.

**1.8 Submission of Bid:-**

- a) The tenders shall be submitted in the office of ED (C&LM), CSPTCL, Raipur on or before **13/07/2021 up to 3.00 PM** only and will be opened on the same day at 3.30 PM. Tender offers received without Earnest Money will not be considered.
  - b) Envelope-I : In the first envelope the required Earnest Money Deposit in proper form should be enclosed and it must be super scribed clearly as Tender name and No, EMD with amount, due date of opening, and name of firm with address telephone/mobile numbers for contact and addressed to ED (C&LM), CSPTCL, Raipur. If the tender document downloaded from official website the cost of tender document in the form of DD can also enclosed in Envelope-I.
  - c) Envelope-II : The Second envelope should be super scribed as "Technical & Commercial Bid "Tender Specification No., due date of opening, and name of firm with address, telephone /mobile numbers for contact and addressed to the ED (C&LM), CSPTCL, Dagania, Raipur. This envelop must contain all the documents in original issued from this office except the price bid. If the firm wishes to enclose any other supporting documents the same must be duly signed attested on each page and should be in envelope number -II only.
  - d) Envelope-III : The Third envelope should be superscripted as "Price Bid" Tender name and No. due DATE of opening, and name of firm with address, telephone/mobile number for contract and addressed to the ED (C&LM), CSPTCL, Raipur. This envelop must contain only the price bid along with Annexure-1 issued from this office attached with the tender documents in original.
  - e) All the three envelopes will be enclosed in a IV<sup>th</sup> envelope with super scribed as "Tender No. and Due date i.e. date of opening of tender" and Name of the firm with complete address, phone & mobile numbers for contact and must be addressed to "ED (C&LM), CSPTCL, Raipur".
- 1.9** First of all, envelope of Earnest Money will be opened and verified. If this is found in order, then only second part of the tender i.e. technical & commercial bid of tender will be opened and finally the price bid of the Bidder, who has successfully crossed two stages of opening, will be opened (subject to conditions) if found necessary the price bid may be opened later for which new date/ time will be intimated accordingly.
- 1.10** The Earnest Money will be refunded to un-successful Bidder within the reasonable time. The Earnest Money deposited by the successful Bidder will be released after the acceptance of security deposit, but shall be forfeited, if the contractor fails to execute the contract after intimation of the acceptance of his bid.
- 1.11** This forfeiture shall be without prejudice to the right of the Power Transmission Co. Ltd. to recover further damages, if any, from the tender.

### **1.12 SECURITY DEPOSIT:-**

The successful bidder will be required to deposit 10% amount of the contract price as security deposit in the form of FDR pledged in favor of Manager RAO-HQ, CSPTCL, Raipur payable at Raipur & valid up to scheduled completion date of contract plus eight months.

OR

The contractor shall furnish a bank guarantee from a nationalized/scheduled bank for an amount of 10% (ten percent) of the value of the order as a contract security. This bank guarantee shall be kept valid for a period exceeding the scheduled completion date by two months with claim period of further six months. In the event of extension of contract period, the validity of the bank guarantee shall be suitably extended on stamp paper worth Rs. 250/- or as per the prevailing legal requirements/ any other amount as per the C.G. State Stamp Duty Act in the prescribed form of CSPTCL.

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

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

### **1.13 FORFEITURE OF SECURITY DEPOSIT :-** CSPTCL may forfeit the security deposit along with contract termination and other stern punitive action, in case of any of the following ;

- i) Un-satisfactory performance of the contractor during the contract period.
- ii) Non-compliance of the terms & conditions laid down in the contract due to which the order is considered for cancellation.
- iii) Repeatedly (more than 3 times during the contract period), delayed payments to staff deployed by the contractor.
- iv) If deployed staff is being paid less wages or a part of wages is taken back by the contractor or his supervisor/ his other staff after depositing the wages in bank account of the staff. In such cases staff shall be advised to lodge FIR in the concerned police station.

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

**1.15** Bidders should submit copies of following documents along with the tender:-

- (a) Labour License
- (b) Income Tax details along with PAN Card
- (c) GSTN Registration
- (d) EPF Registration
- (e) Employees security Insurance (ESI)
- (f) Arrangements on weekly off, festival and National holidays.

**1.16** The Bidders shall furnish last Income Tax clearance certificate and copy of return filed for last 3 years with the tender document. Alternatively, the contractor shall give valid reasons for his inability to furnish such Certificate with documentary proof. The CSPTCL reserves the right to reject any tender if the income tax clearance certificate are not submitted.

- 1.17** Tenders which do not fulfill all or any of the above conditions or incomplete in any respect are liable to be rejected.
- 1.18** The submission of a tender by the contractor implies that he has read and accepted the instructions, the conditions of the contract etc. and has made himself aware of the scope of the work to be done and local conditions and other factors bearing on the execution of the work.
- 1.19** After acceptance of rates the CSPTCL, will not pay any extra charges for any reasons whatsoever even in case the contractor later on to have misjudged the conditions of the contract.
- 1.20 RATES:-**  
The bidders are required to quote their rates as per Annexure-1 on and above the base rate. The rate quoted both in words & figures at column-5 of the PRICE BID (schedule-III) In case of deviation of rates in figures and words, rates quoted in words shall prevail.  
The contractors must quote his rate in multiple of Indian rupees on and above the base rate. Rate quoted zero or in paisa or in decimal or in percentage shall not be accepted.
- 1.21** It shall not be obligatory for the CSPTCL or its officer to accept the lowest tender. The authority for the acceptance of the tender will rest with the CSPTCL, which does not bind itself to assign any reason for declining to consider any particular tender or tenders.
- 1.22** Further, information required (if any) may be obtained from the office of the ED (C&LM), CSPTCL, Raipur.
- 1.23** All matters arising out of or any way connected with this contract shall be deemed to have arisen in Raipur and only the competent Court in Raipur shall be the jurisdiction to determine the same.
- 1.24** The tender received after the due date and time shall not be accepted/ opened CSPTCL, will not be responsible for postal or courier service delay.
- 1.25** The CSPTCL reserves the right to accept/ reject any tender without assigning any reason thereof.
- 1.26** As per requirement, any time the quantity indicated in schedule – III may increase or decrease by giving one week notice but the quoted rate shall remain firm. The same will be binding on the contractor and will not have any claim for the quantity altered.
- 1.27** These conditions of tender shall form part of the contract and any breach of the terms of this notice shall be deemed to be a breach of the contract.
- 1.28 Punitive Actions:-**In case of defaults by the contractor, such as non-execution of work, violation/breach of terms and conditions of the contract/submission of fabricated or fraudulent supportive documents etc., CSPTCL shall take any one or all the punitive actions given below depending on the extent and seriousness of the default committed :-  
a) Forfeiture of security deposit.  
b) Debar/blacklist the firm for future business for a specified period.  
c) Cancel the contract partially or fully as outlined in Penalty Clause.  
d) Impose a suitable penalty on account of financial loss to CSPTCL by the contractor due to default against the contract.

**EXECUTIVE DIRECTOR (C&LM)**  
**CSPTCL, RAIPUR**



## **SCHEDULE – II**

### **SPECIAL TERMS & CONDITIONS**

#### **2.1 QUALIFICATION FOR THE BIDDERS:-**

- (a) The Bidder should have GST Registration Number.
- (b) The Bidder should have valid labour license issued by Labour Department, Govt. of C.G for providing services of similar nature of works to be submitted along with the offer OR An undertaking may be furnished to this effect that they will obtain and submitted the license within one month from the date of order in respect of said work; otherwise order is liable for rejection without notice.
- (c) The agency should comply and follow the provisions of Chhattisgarh Rajya Niji Suraksha Abhikaran (Vinimayan) Niyam, 2008 having valid license issued by C.G. Govt Home Department for providing Security Services in Bilaspur/ Raigarh/ Ambikapur/ Champa/ Korba/ Jashpur District of CG. The agencies empanelled/ registered with Directorate General Re-Settlement, Ministry of Defence, Govt. of India with one of the priority state as Chhattisgarh, may also participate in the Tender.
- (d) The Bidders should be registered with EPF Commissioner and have valid EPF Registration Number.
- (e) The Bidder should have ESIC registration certificate.
- (f) The Bidder should have executed at least one order of similar nature valuing not less than **Rs. 11.95 lakh** during last three financial years i.e. year 2017-18, 2018-19 and 2019-20.
- (g) The firm should have Minimum Average Annual Turn over of Rs. 35.85 lakh (Thirty Five Lakh Eighty Five Thousand) for best 03 years out of last 05 financial years i.e. 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20.

Documentary evidences in support of all the above shall be submitted along with tender.

#### **2.2 QUALIFICATION:-**

- (i) Only male adult security guards below 45 years age, having minimum educational qualification VIII<sup>th</sup> pass & physical fitness standard as per Police Department Govt. of Chhattisgarh shall be deployed.
- (ii) Security guard must have undergone training under Mukhya Mantri Kaushal Vikas Yojana, as per rules.

***You are required to submit all the relevant documents regarding Educational qualification and physical fitness certificate in respect of security guard for verification to the OIC of the work.***

#### **2.3 MAINTENANCE OF RECORDS:-**

- (i) Daily/ Shift wise attendance of the Guards engaged is to be taken and maintained by Contractor/Agency which can be checked at any time by the Officer In Charge on duty. The daily attendance is required to be certified by the Officer In Charge.
- (ii) The Officer In Charge and contractor or his authorized person at any time during the contract can do the inspection of work and records jointly.
- (iii) The weekly/fortnightly/monthly payment to the guards for the above work is to be made by the contractor in presence of the Office In Charge or his authorized representative on fixed

date and time positively and photocopy of the payment records is to be submitted to the Office In Charge regularly alongwith the bill.

- (iv) The security guards engaged by contractor can only be changed with the written permission of the Officer In Charge.

## **2.4 ACCESSORIES:-**

- (i) Necessary equipments like Gun, Lathi, whistle, torch, photo, identity card duly signed by in charge officer etc. and normal consumables will be arranged by the Contractor/Agency.
- (ii) The Contractor/Agency will provide complete uniform and name tag as approved by Officer In Charge to all the security guards.

## **2.5 DUTIES OF THE GUARDS:-**

- (i) It will be the duty of the security guards to prevent entry of unauthorized / unwanted person in the premises. The work shall be carried out as per direction of Officer In Charge. In case of giving weekly off to the security guard the alternate security guard shall be arrange by the Contractor/Agency at their cost.
- (ii) The Security Guards will work in shifts as per requirement.

## **2.6 CRITERIA FOR PLACEMENT OF ORDER:-**The CSPTCL reserves right to distribute entire tendered quantity to L-1 bidder.

Note:-

- (1) If offered rate in the price bid is not found reasonable, rate negotiation will be held with L-1 bidder. In case two bidder quote the same rate and stood L-1, the rate negotiation will be decided by drawing lottery between these two bidders.
- (2) Pool Rate/Cartel : Formation of bidder's cartel is strictly prohibited. "Cartel" includes an association of sellers, distributors, traders or service providers who by agreement amongst themselves, limit, control or attempt to control the production, distribution, sale or price of or trade in goods or provision of services, Here, "agreement" includes any arrangement or understanding or action, whether or not is formal or in writing.

Quoting same rates i.e. pool rate is not acceptable. **In case the same rate is found to be quoted by more than two bidders, offers of all such bidders shall be out rightly rejected.**

## **2.7 PERIOD OF CONTRACT:-**

The contract shall be for the period of two year from the date of its commencement of work. The Contract may be extended for further period upto six month, if required, on the same rates, terms and Conditions of the original order based on the satisfactory performance of the agency. The offered/ accepted rate shall not be increased/ negotiated during the extended-period also, however Minimum Wages as declared by the Labour Commissioner shall be revised accordingly.

## **2.8 PAYMENT TERMS:-**

- a) The contractor shall submit monthly bill in triplicate along with all relevant document/information (as detailed in Clause- d below) to the OIC, by 10<sup>th</sup> of every
- b) The payment shall be made to the contractor normally within one month from the date of receipt of such bill, after deducting the statutory levies and other deductions such as penalty, Compensation against non-performance etc, if any.
- c) For any delay in payment to the contractor by CSPTCL- on account of non-submission of mandatory documents by the Contractor with the bills, the contractor shall be solely responsible.

Similarly, for any delay in payment to the contractor by CSPTCL – on account of submission of incorrect mandatory document by the Contractor with the bills, the contractor shall be solely responsible.

- d) **Each Monthly Bill claim of the Contractor shall accompany the following information/documents duly sealed and Signed by Contractor.**

- d.1) Attendance of deployed employees.
- d.2) The contractor should submit the Electronic transfer (NEFT)/(RTGS) (Real Time Gross Settlement) statement of bank clearly indicating the amount transferred to the concern staff account.
- d.3) The proof of depositing Details of Employee's & Employer's EPF and ESI contribution as per prevailing rule.
- d.4) **GST**
  - i) The contractor shall pay the GST at prevailing rate for the bill submitted for payment of manpower deployed.
  - ii) The contractor shall submit authenticated documents of payment of GST along with the bill.
  - iii) CSTPCL's GST Registration no. is 22AADCC5773E1ZX.
- d.5) Contractor shall provide Bank details of the manpower deployed.
- d.6) Income tax shall be deducted from bills at prevailing rates,
- d.7) PAN No. and Service Tax Registration No. Information
- d.8) The Contractor shall have no claim or reason to stop the work contract/services, if their payments are delayed.
- d.9) No interest on delayed payment shall be made under any circumstance.
- d.10) During the period of contract and extension thereof (if any), minimum wages as declared by labour commissioner shall be paid and revised time to time accordingly.
- d.11) **Payment by the contractor to the manpower deployed:**
  - i) The contractor shall make payment to deployed manpower for previous calendar month before 10<sup>th</sup> day of the date consecutive month regularly.
  - ii) If the contractor fails to make payment to their employees as per Clause-d.11 (i) above penalty @ Rs. 100/- per day shall be levied on the contractor till the date of payment.
  - iii) The Contractor shall have no claim or reason to delay timely payment to their employees including delay- if any, contractor's payment by CSPTCL due to any reason.
  - iv) Payment in the head Bonus @8.33% will be made in two installments only on production of documentary evidence towards payment of bonus to workers duly authenticated by officer in charge of the work.

## **2.9 E.P.F. DEDUCTION :-**

As per the relevant provisions under Employees Provident Funds and Miscellaneous Provisions Act, 1952, the bidder will have to furnish full particulars of EPF contribution in

respect of staff engaged by him. All such details will have to be furnished along with the bill without which the bill will not be accepted. It is mandatory for the contractor/bidder to pay EPF of all the staff engaged for work against this tender in single EPF challan against each Office only, so that CSPTCL can verify the details of number of staff and their PF deduction conveniently. The concern OIC will verify the details of each staff EPF Number and amount paid by the contractor to the commissioner EPF office.

#### **2.10 DEFECTS IN WORK:-**

In case the security guards engaged for the work is not up to the working level as desired by the concerned officer under whom they are working, the same shall be informed to the contractor and in such case the contractor shall engage suitable substitute in place of him.

#### **2.11.COMPENSATION TOWARDS ANY ACCIDENT:-**

The firm will have to take all the precautions to avoid any miss – happenings / accident with guards. All the guards will be insured as per Govt. rule. In case if any accident occurs all the liabilities on account of any accident occurring during the execution of work, will be borne by the contractor and compensation shall have to be paid as per Govt. rules by the Contractor.

#### **2.12 LOSS AND DAMAGE:-**

The Contractor shall be fully responsible for watch & ward of the CSPTCL's property. In the premises of posting if any loss or damage occurs to CSPTCL property during the Security service hour, the same shall be made good at contractor's cost and in addition the fine of Rs. 500/- (Rs. Five Hundred) per occasion shall be imposed.

#### **2.13 OFFICER-IN-CHARGE:-**

The Officer in charge of the work will be;

- i) Executive Engineer, EHT- Maint Dn, CSPTCL, Bilaspur
  - ii) Executive Engineer, EHT-Constn Dn, CSPTCL , Bilaspur
  - iii) Executive Engineer, EHT-Constn Dn, CSPTCL , Korba
  - iv) Executive Engineer, EHT-Maint Dn, CSPTCL , Korba
- Or as appointed by the EHT-C&M Circle, Bilaspur.

#### **2.14 GOODS AND SERVICE TAX:-**

GST shall be payable extra on contract price as per prevailing rule . The GST No. with a copy of registration certificate may immediately be produced to this office for records.

#### **2.15 INCOME TAX:-**

INCOME TAX at source as per Govt. rule will be deducted from the gross amount of each bill for which TDS may be issued once in a financial year from accounts department on request as per rule.

#### **2.16 RULE AND REGULATIONS:-**

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

## **2.17 JURISDICTIONS:-**

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

## **2.18 PENALTY:**

If the contractor/bidder fails to perform the work as per specification/order placed on him, the penalty shall be levied as under:-

- a) In the event contractor's staff is found absconding from the place of duty or fails to perform the assigned job as defined under "Duties of the Guards" or bidder failing to arrange suitable substitute thereof a penalty of Rs. 500/- per person shall be deducted for each such event.

If the staff engaged by contractor remains absent from duty, CSPTCL has the right to recover the expenditure incurred for the said work, from contractor for making alternate arrangement during such event.

- b) If the contractor fails to execute the contract, CSPTCL shall recover from the contractor as penalty a sum of half percent (0.5%) of the total monthly contract price (including wages) of the work for each calendar week of delay or part thereof. The total penalty shall not exceed 10% (ten percent) of the total contract price.

Alternatively, work may be got done through other agency/contractor, on account and at the risk of the firm to whom the contract is originally awarded OR CSPTCL may cancel the contract for the in-completed work, with liability recoverable from the contractor, as assessed by CSPTCL.

- c) If under-qualified persons of the contractor are found on duty, then a penalty of Rs. 10,000/- per person will be deducted from contractor's bill whenever noticed. In case of repetition of same incidence more than two times, the provisions for termination of contract shall apply apart from penalty.

- d) It is the contractor's responsibility to make payment to the deployed staff on or before 10<sup>th</sup> of every month irrespective of whether bills are passed / paid or not; for any reason whatsoever. It will be the responsibility of the contractor to submit bills duly filled in all respect within 15 days of completed month of the contract. The contractor shall be capable for making two month's wages payment to their staff from his own resources, in case bill payment to the contractor from CSPTCL is delayed due to any reason, whatsoever.

If the contractor fails to make payment to deployed staff within the 10<sup>th</sup> of each month, a penalty of Rs. 100/- per day per person / staff shall be deducted from the bill. In case the same is repeated for 3 times during the contract period, CSPTCL shall have right to terminate contract. This will affect the performance of the contractor for participation in next tender. The contractor may be debarred/black listed also along with other punitive actions in such a case.

## **2.19 INSURANCE CONCERNING TO STAFF OF CONTRACTOR: -**

- a) The contractor will arrange Health/appropriate insurance policies of sufficient amount for arranging compensation to his staff injured on duty.
- b) In case of any accident, total responsibility of whole treatment of staff shall rest on the contractor.
- c) CSPTCL will not make any such payment to the contractor's staff or any compensation etc. except the ordered amount to the contractor.

## **2.20. OBSERVANCE OF RULES & REGULATIONS:**

- a) The work under this contract/agreement shall attract all the laws in force in the State of Chhattisgarh.
- b) The work will be carried out by observing all the rules and regulations regarding safety from any type of accident which if takes places would be the contractor's responsibility.

The contractor shall be responsible for payment of all compensation as applicable from time to time to their staff engaged on the work in the event of the accident.

- c) The contractor shall obtain necessary license under the Contract Labour Act, 1970, and shall fully comply with requirement of all labour laws including Minimum Wages Act, 1948, Industrial Disputes Act, 1947, Workmen's Compensation Act, 1923, Industrial Employment (Standing Orders) Act, 1946, Employees Provident Funds and Miscellaneous Provisions Act, 1952, and Contract Labour Regulation & Abolition Act, 1970. In case of violation of any Law, Rules & Regulations as mentioned above, for any case registered in competent Court and in the event of any penalty/fine imposed on CSPTCL due to default of contractor, CSPTCL reserves the right to recover such amount from contractor's bills/SD or by any other lawful means as it may deem fit and proper. The decision of CSPTCL shall be final & binding on the contractor.
- d) The contractor shall be liable to pay his contribution and the employee's contribution to the Employee State Insurance Scheme (ESIC) in respect of all labour engaged by him for the execution of the contract in accordance with the provisions of "The Employees State Insurance Act, 1948" as amended from time to time. The contractor shall arrange for issue of ESIC pehchan card (under intimation to the OIC) to each staff deployed by contractor for extending proper medical treatment facility to him including his dependent family members from ESIC recognized hospitals in case of any illness..
- e) Although, all staff are to be covered with ESIC/Workmen's Compensation act as per requirement, but apart from this, the contractor shall **arrange additional insurance policy for the life/injury of the staff in case of accident**, so that proper compensation may be provided to the staff or his kin as the case may be for treatment in hospital/compensation in case of disability/loss of life (to be read with clause 2.19).

## 2.21 MISCELLANEOUS:-

Any changes due to change in policy announced by the State/ Central Govt. will be applicable and binding to the contractor for which no separate charges will be payable.

## 2.22 PRICE BID:-

The price bid is to be submitted in prescribed format only as per Schedule-III. The base charges that to be paid by contractor will be variable depending upon rate declared by Labour Department from time to time. However the Rate quoted over & above base charges as per Annexure-1 in price bid shall be FIRM throughout contract period which will include profit as per Scope of work. This quoted rate will remain fixed for the entire contract period & extension period, (if any). While quoting the rate bidder shall keep in mind that in case contract for additional period is awarded to them at their quoted rates they would be bound to accept the contract on same rate, terms and conditions.

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

## 2.23 BASE RATES:-

The contractors must quote his rate in multiple of Indian rupees on and above the base rate. ***Profit quoted zero or in paisa or in decimal or in percentage shall not be accepted.*** Base rate is indicated below:-

Sl. No.	Particulars Of Payment Head	Rate per month per Security Guard	
		Bilaspur/ Raigarh/ Korba	Champa/ Vishrampur/ Ambikapur/ Pathalgaon
1	Daily wages including variable DA	10110.00	9850.00

2	EPF@13%	1314.30	1280.50
3	ESI@3.25%	328.58	320.13
4	Bonus @ 8.33% of Rs 7000/- or 8.33 % of min. wages fixed by Govt whichever is higher	842.16	820.51
5	Leave Wages@6%	606.60	591.00
6	Total (Base rate)	<b>13201.64/-</b>	<b>12862.13/-</b>

The rates shown as above are based on the prevailing Minimum Wages declared by the Labour Department, Govt. of C.G., Raipur at the time of issue of Tender including all the Mandatory payments e.g. EPF, Insurance, Leave wages, Bonus, Retrenchment benefit, Administrative and supervision charges etc. However, the base rate shall be revised at the time of revision of minimum wages declared by the Labour Commissioner, Govt of CG in following manner :-

Escalated Price per month per Security Guard =  $R + 1.1836 \times (L2 - L1)$   
(Applicable from the date of revision of minimum labour wages).

R = Monthly rate quoted by the Bidder for Security Guard

L1 = Monthly minimum labour wages for Security Guard declared by Labour Commissioner, Govt of CG prevailing at the time of opening of tender.

L2 = Monthly minimum labour wages revised for Security Guard declared by Labour Commissioner, Govt of CG.

**N.B.**

*If offered rate in the price bid is not found reasonable, rate negotiation will be held with L-1 bidder. In case two bidder quote the same rate and stood L-1, the rate negotiation will be decided by drawing lottery between these two bidders. Lottery will be drawn in presence of representative of the firms. After drawl of lottery no any claim shall be entertained from any of the bidder. A format of undertaking annexed with the tender is to be signed by the bidder necessarily in this respect.*

**Note 1:-** As the Base charge is calculated on the basis of rate declared by Labour Commissioner C.G. vide Notification order No. (a) आठ/न्यू.वे./श्र.आ./2021/2122 dtd. 18.03.2021, thus one day wages will be calculated on the basis of notification clause-B(1), which is reproduced below.

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

## 2.24 AGREEMENT:-

On award of contract, the contractor has to enter into an agreement with the Company for total contract period on a Non judicial stamp paper worth Rs. 300.00 (Three Hundred) only along with Rs.1.00 revenue stamp. The cost of the stamp paper and revenue stamp is to be borne by the contractor. The period of contract may be increased or decreased for which there will no additional compensation payable to the contractor.

Execution of agreement & submission of Security Deposit should be completed within 30days from date of issue of order.

## **2.25 EVALUATION OF BID:-**

Lowest bidder (L-1) shall be evaluated on the basis of the total value of contract calculated on quoted rate for total quantity of the tender i.e. for the amount works out to deployment of 30 Nos Security Guards (Civilian) for watch and ward at various EHT-Constn/Maint. stores under SE EHT-C&M, Circle Bilaspur for a period of two years. All amounts should be rounded off to two decimal places.

**EXECUTIVE DIRECTOR (C&LM)**  
**CSPTCL, RAIPUR**



### SCHEDULE- III

#### PRICE BID

**TENDER SP. No 02-05/C&LM/O.S./Tender-14/634**

**Raipur, Dated 28/06/2021**

**Name of the work -** Deployment of 30 Nos Security Guards (Civilian) for watch and ward at various EHT-Constn/Maint. stores under SE EHT-C&M, Circle Bilaspur for a period of two years

Sr No	Particulars	Qty. (nos.)	Base Rate Per month Per person (Rs)	Contractor's rate Per month Per person in <u>Rupees</u> in figures & words both as per Annexure-1
1	2	3	4	5
1.	Security Guard at Bilaspur/ Raigarh/ Korba	18	13201.64/-	Rs-----/-
2.	Security Guard at Champa/ Vishrampur/ Ambikapur/ Panthalgaon	12	12862.13/-	(Rs..... .....)

**Note:**

- 1) The Rates quoted in Indian Rupees shall only be considered.
- 2) Rate should be exclusive of GST. ( The GST shall be paid by CSPTCL under RCM)
- 3) Any deviation on rates in figure and words, rates quoted in words shall prevail.
- 4) ***Profit quoted zero or in paisa or in decimal or in percentage shall not be accepted.*** It should be quoted in multiple of Indian Rupees.

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

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

\_\_\_\_\_

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

a) OFFICE ADDRESS \_\_\_\_\_

WITH PHONE/FAX \_\_\_\_\_

b) HEAD OFFICE \_\_\_\_\_

WITH PHONE/FAX \_\_\_\_\_

## **UNDERTAKING**

I/We ..... Proprietor/Partner of (name of firm).....

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

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

**Place:**

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

**Date:**

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

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

**Item wise details of profit quoted by the participating for the deployment of Security Guards (Civilians for watch and ward at various EHT-Constn/Maint Stores per month per person**

<b>SI</b>	<b>Particulars (for each stores per month per person)</b>	<b>Amount (in Rs.)</b>
<b>1.</b>	Expenditure on Stationery	
<b>2.</b>	Expenditure on uniform/raincoat/shoes etc.	
<b>3.</b>	Bank interest on bank Guarantee to be submitted to CSPTCL towards Security Deposit.	
<b>4.</b>	Total Expenditure (SI. No. 1 to 3 above)	
<b>5.</b>	Profit of the contractor (excluding above items)	
<b>6.</b>	<b>Grand Total (SI. No. 4+5)</b>	

Say Rs.....(In words)

**Note:- 1. The above Grand Total amount only should appear in the Price bid Schedule-III. There should be no difference in the amount shown in Schedule-III & Annexure-I above. In case of difference between these two figures, the lowest amount shall be considered for evaluation of bid.**

Place.....

Signature of bidder.....

Date.....

Name (in full).....

Status in the firm if any.....

Seal of the firm.....

Mobile No.....

## **QUALIFYING CRITERIA FOR BIDDERS**

To qualify the Tender specification the minimum requirements of bidder are as follows:-

- **The Bidder preferably have experience of Indian Military OR Police Service of any State or Central Industrial Security Service.**

Whether the condition is fulfilled (tick the appropriate) **YES / NO**

- **The Bidder must have successfully executed contract for providing security guards of the ordered value not less than Rs. 11.95 lakh in single order.**

Whether the condition is fulfilled (tick the appropriate) **YES / NO**

- **The Bidder must have the valid Arms & Animation licensed for since last 3 years.**

Whether the condition is fulfilled (tick the appropriate) **YES / NO**

- **Minimum experience in this field should not be less than three years.**

Whether the condition is fulfilled (tick the appropriate) **YES / NO**

- **The Bidder should have a clean record free any legal complication.**

Whether the condition is fulfilled (tick the appropriate) **YES / NO**

- **The Bidder should have registered with labour office as per rules and regulation of State Govt.**

Whether the condition is fulfilled (tick the appropriate) **YES / NO**

- **Bidder must be Indian Citizen.**

Whether the condition is fulfilled (tick the appropriate) **YES / NO**

- **Bidder should submit at least three years Income Tax Certificate and “service tax” registration.**

Whether the condition is fulfilled (tick the appropriate) **YES / NO**

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

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

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

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

**DETAILS OF FIRM:-**

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

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

**Date****Bidder's Signature with seal****Place**