

**TENDER  
FOR  
SECURITY GUARDS**

**TENDER NO.:** MGGPRAJ/STORE/2020/469  
**Last Date of Sale : 17-12-2020 (5.00 P M)**

**OFFICE OF THE PRINCIPAL,  
MINIMATA GOVT. GIRLS POLYTECHNIC, RAJNANDGAON (CG) 491441  
Behind Transport Nagar, By-pass Road, Pendri  
email: gpgrjn@gmail.com, website: www.gprjn.in**

ISSUED TO:-

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

कार्यालय प्राचार्य मिनीमाता शासकीय कन्या पॉलीटेक्निक, राजनांदगांव (छ.ग.) 491441

ट्रासपोर्ट नगर के पीछे, बाईपास रोड,, पेंड्री

email : gprjn@gmail.com वेबसाइट : www.gprjn.in

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### सुरक्षा गार्ड हेतु पुनर्निविदा सूचना

क्रमांक / मिमाशाकपोरा / स्टोर / 2020 / 469

राजनांदगांव दिनांक 26.11.2020

मिनीमाता शासकीय कन्या पॉलीटेक्निक, राजनांदगांव में सुरक्षा गार्ड प्रदान करने हेतु प्रतिष्ठित फर्मों से मोहरबंद निविदाएँ आमंत्रित की जाती हैं ।

निविदा प्रपत्र अधोहस्ताक्षरकर्ता के कार्यालय से आवेदन प्रस्तुत कर (आयकर प्रमाण पत्र सहित) रू. 1000/- नगद भुगतान कर दिनांक 17/12/2020 समय 5:00 PM बजे के पूर्व कार्यालयीन दिवस में प्राप्त किये जा सकते हैं।

निविदा प्रपत्र को संस्था की वेबसाइट [www.gprjn.in](http://www.gprjn.in) से डाउनलोड करके भी प्राप्त किया जा सकता है, जिस हेतु निर्धारित राशि 1000/- का भुगतान पृथक डी डी द्वारा (Technical Bid के लिफाफे में रखकर ) करना होगा ।

निविदा दस्तावेज की उपलब्धता तिथि	:	28/11/2020 से
निविदा बिक्री की अंतिम तिथि	:	17/12/2020 समय 5:00 PM तक
निविदा जमा करने की अंतिम तिथि	:	21/12/2020 समय 1:00 PM तक
निविदा खोलने की तिथि	:	21/12/2020 समय 2:00 PM

प्राचार्य  
मिनीमाता शासकीय कन्या पॉलीटेक्निक  
राजनांदगांव (छ.ग.)

**OFFICE OF THE PRINCIPAL,  
MINIMATA GOVT. GIRLS POLYTECHNIC, RAJNANDGAON (CG) 491441**

**RE-TENDER NOTICE FOR SECURITY GUARDS**

Tender No: MGGPRAJ/STORE/2020/ 469

Rajnandgaon , Dated 26.11.2020

Sealed Tenders in prescribed format are invited from reputed firms for “Providing Security Guards” for the Minimata Govt. Girls Polytechnic, Rajnandgaon (CG) 491441

Tender document can be obtained from the office by payment of Rs.1000/- (One Thousand only) either in cash or by DD favoring Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon.

Tender document can also be downloaded from the website **www.gprjn.in**. In such cases agency will deposit Rs 1000/- in the form of D.D. as document cost along with EMD in favour of Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon. The bidder should submit Technical Bid and Price Bid in separate sealed covers.

- (i) Technical Bid containing information regarding business turnover, experience and other details of the firm to judge the suitability of the service provider.
- (ii) Price bid containing price of security guard.

The Technical bid will be opened on 21-12-2020 at **Minimata Govt. Girls Polytechnic, Rajnandgaon**, in the presence of the bidders who are present at the time. Price bids of only those bidders will be opened whose technical bids are found suitable by the committee appointed for the purpose.

Issue of Tender Document	:	28.11.2020 onwards
Last Date of sale of Tender Documents	:	17.12.2020 (5:00 PM)
Dead line for submission of Tender	:	21-12-2020 (1:00 PM)
Date & Time for opening of Tender	:	21-12-2020 (2:00 PM)
Venue	:	Principal Chamber, Minimata Govt. Girls Polytechnic, Rajnandgaon (CG)

Contract will be awarded initially for a period of six months to the successful bidder (extendable to another six months) This period may be extended as per agreement on satisfactory performance. The successful bidder shall be bound to execute an agreement on non-judicial stamp paper of Rs.100/-. In the event of bidder backing out before actual award or execution of agreement, Minimata Govt. Girls Polytechnic, Rajnandgaon will have right to forfeit the earnest money in full. Minimata Govt. Girls Polytechnic, Rajnandgaon reserves the right to reject all the tenders without assigning any reasons whatsoever.

PRINCIPAL  
MINIMATA GOVT. GIRLS POLYTECHNIC,  
RAJNANDGAON

## GENERAL INSTRUCTIONS TO TENDERERS

### 1. Eligibility Criteria:

The Agencies that fulfill the following requirements shall be eligible to apply:

1. Registered under Company Act/Shops & Establishment Act 1958 issued by Chhattisgarh State Govt.
2. Registration under Labour Laws, EPF, ESI & Service Tax.
3. Have valid license issued by competent state Govt. authority under the private security agencies (Regulation) Act.2005
4. Minimum Three Years Experience in contractual security business.
5. Income Tax, PAN, income tax return for last three years.
6. At least three year experience in the field of security services of value not less than Rs.15 Lakh for each year.

### 2. Earnest Money Deposit:

The Tenderer shall deposit Earnest Money of Rs. 13,000/- ( Thirteen Thousand only ) by way of demand draft drawn in favour of “Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon”. The earnest money deposit will be refunded to the tenderers whose offers have not been accepted within 30 days of opening of tenders. Earnest Money Deposit of the tenderer whose offer is accepted will be kept as interest free security deposit till successful completion of the contract.

### 3. Tender Procedure :

(i) Tender Must be submitted in a cover superscribed as “ **Tender for Security Guards in Minimata Govt. Girls Polytechnic, Rajnandgaon**”. The outer cover should contain two inner covers containing Technical Bid and Price Bid in the prescribed forms superscribed as “Tender for Security Guards in Minimata Govt. Girls Polytechnic, Rajnandgaon - Technical Bid” and “Tender for Security Guards in Minimata Govt. Girls Polytechnic, Rajnandgaon – Price Bid” respectively.

#### (ii) Technical Bid:

Technical bid should contain self attested copies of documents required for qualification and other details. However, tenderers must produce the originals of the copies of the documents submitted for verification when required. The technical bids, which are not accompanied with documents prescribed above and EMD are liable for rejection forthwith. The technical bids consisting of the following documents shall be submitted by the tenderer:

#### Technical Bid Form

- (i) Details of experience, copies of experience certificates i.e. only completion certificates of the experience issued by the employer as specified in the eligibility criteria supporting their claim of experience.
- (ii) Signed Tender Document
- (iii) EMD as specified
- (iv) Latest Balance sheet photocopy duly verified by CA showing annual turnover not less than Rs.15 Lakh.
- (v) Tender document can be downloaded from the website [www.gprjn.in](http://www.gprjn.in) . In such cases agency will deposit Rs 1000/- in the form of D.D. as document cost along with EMD in favor of Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon (C.G.)

**(iii)Price Bid :**

The Price Bid enclosed to the tender shows charge payable per month (26 days) for each Security Guard per 8 hour shift. The tenderer shall quote their rates in the relevant column.

Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon will deduct TDS for Income Tax and GST at the prescribed rate from the payment.

The Price bids shall be valid up to 6 month from the date of opening of tenders.

The tender document should be signed on every page by the tenderer and should be enclosed with technical bid as an unconditional acceptance of the terms and condition mentioned therein.

**4. Scope of work:**

1. Security Services are required at the Minimata Govt. Girls Polytechnic, Rajnandgaon Premises and at other places as and when specified by the Minimata Govt. Girls Polytechnic, Rajnandgaon authorities.
2. Security Services will include-
  - Security guard round the clock ( in three shifts/8 hrs per shift)
  - Prevent entry of unauthorized persons including hawkers, vendors etc.
  - Maintain records of visitors as directed by Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon
  - Regulate incoming and outgoing movement of material and vehicular traffic.
  - Assist Minimata Govt. Girls Polytechnic, Rajnandgaon in handling emergencies like fire, flood, earthquake etc.

The scope of work may change during the period of the contract by mutual consent.

**5. Terms and conditions:**

1. The Security Agency shall provide security arrangement for guarding the Minimata Govt. Girls Polytechnic, Rajnandgaon (C.G) campus within the confined premises as required by Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon. Moreover, the security Agency shall also protect the campus from anti-social elements.
2. The security agency personnel should be smart and properly turned out with boot/shoes, belt, badge, whistle etc and carry an identity card duly attested by the Executive of Security Agency. A photocopy of these cards along with computer data shall be given to Minimata Govt. Girls Polytechnic, Rajnandgaon (C.G) for record, verification etc.

The security Agency shall provide proper uniform (shoes, caps, canes / stick, torch etc.) to every personnel deployed by the agency in the Minimata Govt. Girls Polytechnic, Rajnandgaon (C.G) campus at their own costs and expenses.

3. Security Agency shall comply with all statutory requirements existing as well as those promulgate from time to time viz. the payment of wages Act. Provident Fund Act, Employee State Insurance Scheme, Family Pension fund act, Bonus, Gratuity Act, Shop & Establishment Act, Contract Act.

Etc. Whichever is/are applicable to the organization of security Agency and shall be held responsible, accountable, answerable, explainable, as the case may be, for the lapses committed by them in this regard. Further, Security Agency shall not involve the Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon in any way whatsoever. In any dispute with regard to compliance of statutory provisions in case of any violation of any law, the Security Agency Shall be solely responsible. In case due to violation of any law, including labour laws Act, any liability is put upon the institute, the security Agency hereby indemnifies the Minimata Govt. Girls Polytechnic, Rajnandgaon completely.

The security Agency shall supply certified copy of their registration under the Chhattisgarh Shop & establishment Act, the Provident Fund Act, ESI, Labour Rules and Income Tax etc.

4. The personnel deployed by the security Agency in Minimata Govt. Girls Polytechnic, Rajnandgaon shall be removed immediately if the Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon considers such removal necessary on administrative grounds. The security Agency shall also immediately remove any personnel who is found not be discharging his duties correctly or is of doubtful character and shall replace him with substitute personnel either on its own or on the demand of the Institute and only after due approval of the Security Officer. In case of removal of such personnel, no claim shall be maintainable against Minimata Govt. Girls Polytechnic, Rajnandgaon.
5. If the Minimata Govt. Girls Polytechnic, Rajnandgaon incur any expenses or any liability is put on them in connection with the deployment of the employee of security Agency, the same shall be adjusted from the bill of Security Agency.
6. The Security Agency shall make serious efforts to control measures shall be cattle menace, which includes not only cows and buffaloes but also other animals like Pigs, Monkey, etc., from the Campus premises.
7. The responsibility for taking appropriate security measures shall be entirely that of the security Agency. The Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon will be entitled for compensation against the Security Agency, in case a proper joint inquiry establishes that the theft of loss or damage has been caused due to negligence of the security Agency or any of its employee. The said compensation shall be in addition to the finding and recommendation that the joint inquiry may propose. However, after enquiry, if it is found that such theft or loss of damage has been caused by acts of commission and omission of the personnel of the Security Agency or if the personnel of the Security Agency has either taken active part in such acts or has aided and abetted in the acts of such commission and omission, the Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon or its employee to whom loss is caused, shall be indemnified / compensated by the security Agency on actual basis.
8. Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon will not provide any residential space for accommodation to Security Agency.
9. The Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon shall identify the requirement of personnel and equipment, to be deployed for the security of the campus, in consultation with Security Agency.
10. Any violation of the provision of Minimum Wages Act shall render the contract liable for termination. The Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon also proceed against the defaulting agency as per provision of the relevant laws.
11. The contractor should produce each month records of payment made to minimum wages and statutory compliance EPF/ESI etc. Payment will be made on production of proof of payment of minimum wages and statutory compliance EPF/ESI etc
12. The security personnel shall remain on duty for 8 (eight) working hours. The personnel shall not leave his place of duty/duty/ point until his reliever reports for duty. Deserting the place of duty/ duty point by the security personnel without having been properly relieved will attract penalty points.

13. At no time shall there be more than 10% of the contracted manpower on leave or absent from the Minimata Govt. Girls Polytechnic, Rajnandgaon duty. In case of long term absence due to sickness, leaves etc. Security Agency shall ensure replacement and manning of all security posts by overtime without any additional liabilities to the institute.
14. In addition to the number of personnel listed in the price schedule, the Security Agency shall undertake to engage / employ and provide additional number of well trained guards as and when required by the Minimata Govt. Girls Polytechnic, Rajnandgaon, on reasonable notice, as per the accepted rate given in the price schedule.
15. The personnel employed by the Agency for the security of the Minimata Govt. Girls Polytechnic, Rajnandgaon will be the employees of the Security Agency and the Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon shall have nothing to do with their employment or non-employment. Under no circumstances any liability in respect of matter connected with their employment shall be held against the Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon and the security personnel employed by Security Agency shall have no right whatsoever to claim employment from the Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon. The security staff employed by the security Agency will not join any union nor shall they make any claim on service or other matter. They shall also not form any union.
16.
  - (a) If a firm quotes NIL charges/ consideration after deduction of applicable 2% TDS(Income Tax), the bill shall be treated as unresponsive and will not be considered.
  - (b) Rates offered in the tender will not enhanced during period of contract except minimum wages and other statutory charges.
  - (c) The Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon is not bound to award contract at the lowest price received in the tender and reserves the right to decide on fair and reasonable price of the services of the tenderer. All other terms and conditions of the tender shall remain operative even if a counter offer rate is offered to the bidder. Institute reserves the right to negotiate with L-1 bidder to arrive at the fair and reasonable price.
  - (d) In case more than one price bid quoting the same L-1 rates are received, L-1 bidder will be selected from such bidders on the basis of the following criteria–
    - (i) Length of experience of the bidder in security management services in years (financial years).
    - (ii) Total number of security guards provided during financial year 2018-19 at Central/ State Govt /Autonomous Institution/Corporate establishment of repute.
    - (iii) Number of Central/ State Govt /Autonomous Institution/ Corporate establishment of repute where bidder has provided security services upto financial year 2018-19.Note : L-1 bidder will be selected from such bidders firstly on the basis of criteria (i) then by (ii) and lastly by (iii) above
  - (e) Wage Rate quoted should be equal to or more than prevailing minimum wages as per CG Govt. under minimum wages act. Price bid quoting wage rate less than prevailing minimum wages as per CG Govt will not be considered.
  - (f) If any of the statutory liability not included in the price bid, the bid shall be rejected.
17. The contractor will submit police verification report of each security guard deputed at the institute.
18. Any payment, required to be made by the Security Agency to its personnel, in compliance with any of laws of the land shall be the sole responsibility of Security Agency. This would include specific responsibility with regard to the provision of the minimum wages act and / or any other law, which may be applicable in the instant case. The Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon will in no case be responsible for default, if any, in this regard. Even if,

as per provision of any relevant law enacting the liability becomes that of the Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon it is clearly agreed that the same shall be deemed to be that of Security Agency and shall be discharged by them. The liability of the Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon towards personnel will be limited to the extent of the contract price accepted.

19. All matters and disputes arising out of this agreement will be subject to the jurisdiction of the court located at Rajnandgaon (C.G.)
20. The Security Agency shall maintain proper liaison and contact with the local police/ civil/ administrative officials etc for smooth and peaceful day to day working of the institute.
21. The contractor agency shall submit the following document along with the tender.
  - i. Up-to-date income tax clearance certificates duly attested by a gazetted officer.
  - ii. Earnest money deposit Rs. 13,000/- ( Rupees Thirteen Thousand only) shall be accepted in the form of demand draft of any scheduled bank, drawn in favour of Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon The earnest money of the unsuccessful bidders shall be refunded without any interest within a month after the written acceptance of tender to the successful bidder. However, the EMD of the successful bidder shall be converted for into security deposit and held by the institute as performance guarantee for the entire period of contract.
22. Offer will be accepted in two wax sealed envelopes superscripted as “ Original Tender Document containing Price Schedule” and “Commercial Document containing Income Tax Clearance Certificate (ITCC) & Earnest Money” respectively.

Both the envelopes should be enclosed in a separate sealed envelope, superscribed suitability with “Tender Document for Providing Security Guards" for the campus of Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon.

The tender Document shall not be opened if the Earnest Money is not furnished.

23. The security agency shall be bound and opened to perform the assigned jobs even though the same may not have been included in the schedule of services. The charges for the extra services not mentioned in the price schedule should be settled mutually.
24. A prospective bidder, requiring any clarification of the Bid Document shall notify the Principal, in writing or by mail at his mailing address indicated in the invitation for the bids. He shall respond in writing to any request for clarification of the bid documents which he receives not later than 7 days period to the last date for the submission of bids. Copies of the query and clarification by him shall be sent to all the prospective bidders who have received the bid document.
25. The Security Agency shall be responsible for the good conduct and behavior of its employees. If any employee of the Security Agency is found misbehaving with the staff, employees, faculty or students, the Security Agency shall terminate the service of such employee at their own risk and responsibility. The Security Agency shall issue necessary instructions to its employees to act upon the instruction given by the supervisory staff of the Minimata Govt. Girls Polytechnic, Rajnandgaon.
26. Individual signing the bid or other document connected with the contract shall be sent to indicate the full name below the signature and must specify whether he is signing as:
  - a) A sole proprietor of the firm or constituted attorney of sole proprietor.
  - b) A partner of the firm, in which case he must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership agreement or power of attorney.
  - c) Constituted attorney of the firm.

Provided that,



- i. In case of (b) above, a copy of the partnership agreement, power of attorney in either case attested by a Notary public, or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General Power of attorney should be furnished.
- ii. In case of partnership firm, where no authority referred to dispute concerning the business of the partnership has been conferred on any partner, all partners of the firm should sign all other related document.
- iii. A person signing the tender form or any document forming the part of the contract on behalf of another shall be deemed to be warranted that he has authority to sign, such document and if, on enquiry it appears that the person has no authority to do so, the institute may, without prejudice to other civil and of criminal remedies, cancel the contract and hold the signatory liable to the institute for all costs and damage arising from the cancellation of the contract including and loss which the institute may have on account of execution of contract / intended contract.

Individual signing the tender or other document connected with the contract shall indicate the full name below the signature and must specify the capacity and authority under which he signs such document and shall also submit documentary evidence of this authority duly attested by a Notary public.

27. In the event of any loss being caused to the Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon, on account of the negligence of the employee of the Security Agency, the agency shall make good the loss sustained by the institute, rather by the replacement or on payment of adequate compensation on actual basis.
28. The Security Agency shall not appoint any sub-agency to carry out any obligations under the contract.
29. None of the employees of the Security Agency shall enter into any kinds of private work within or outside the campus of Minimata Govt. Girls Polytechnic, Rajnandgaon. Non-compliance with this provision will deemed to be violative of the contract inviting penal action.
30. The employees of the Security Agency shall be of good character and of sound health.
31. The security agency shall maintain complaint book at the main entrance gate
32. In case of any dereliction of duty, gross neglect an unintended or intended damage cause by the security agency or its staff or otherwise any harm done to the Minimata Govt. Girls Polytechnic, Rajnandgaon and its properties, its designated officials or other employees the security Agency shall be liable to make good the loss or pay compensation, refund expenditure on legal/ judicial proceeding as well as pay penalty which the Minimata Govt. Girls Polytechnic, Rajnandgaon may deem fit.
33. Total duration of contract shall be six months extendable to another six months, subject to quarterly appraisal and review by Principal Minimata Govt. Girls Polytechnic, Rajnandgaon In case the performance of the Agency is not found to be satisfactory as per operational parameters setout of the contract or not in conformity with the terms & condition of the tender, the contract shall be terminated even before the schedule time by giving advance notice of 1 (one) month to this effect. In the event of premature closure of contract for reasons mentioned herein above the security deposit shall be absolutely forfeited.
34. Security Agency shall supply uniform with name-plates/name-tabs to the persons engaged on duty. The Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon shall not allow any employee of the security agency to work without the uniform.
35. The security agency shall have a proper system of checking the guard on duty especially at night, record of the same should be effectively maintained and shortcomings, if any, should be immediately rectified.
36. Security agency have to employ security guards trained as per PASARA regulations or having experience of work as security guard preferably in Government organizations.

37. The tender shall remain valid for a period of 6 month from the date of submission. If a bidder withdraws or modifies the offer within this period his tender shall be cancelled and 100% (hundred per cent) of the Earnest money shall be forfeited. In exceptional circumstances the Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon may request the bidder for an extension of the period of bid validity. A bidder may however be at liberty to refuse the request without risk of forfeiture of this earnest money. A bidder agreeing to extend the validity of bid not be allowed to modify his bid.
38. Anyone or more the following action/commission/ omission are likely to cause summery rejection of bid:
- i. Any bid received late without conclusive proof that it was delivered before the specified closing time.
  - ii. Any bid not accompanied by required earnest money deposit (EMD).
  - iii. Quotation from bidder, who have not purchased the bid document.
  - iv. Any bid received unsealed or improperly sealed.
  - v. Any conditional bid
  - vi. Any bid in which rates have not been quoted in accordance with specified formats/ details as specified in the bid document.
  - vii. Any bid received without and latest attested ITCC copy.
  - viii. Any effort by bidder to influence the institute in the bid evaluation, bid comparison or contract award decision.
  - ix. Any bid received with period of validity of bid shorter than 90 days.
39. The award of work order when issued to the successful bidder constitutes the contract with collateral support from terms and conditions of the tender invitation notice as well as formal agreement on stamped paper affixed with non judicial stamps, all of which finally form the contractual obligance to be adhered to performed by the bidder and the non performance of any of such obligances make the bidder liable for consequential effects.
40. The bid shall not contain correction erasure or overwriting except as absolutely necessary to correct errors made by the bidder. Such correction etc. shall be signed and attested by the person or person signing the bid.
41. The Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon does not bind itself to accept lowest of any other and he reserves the right to accept or reject any bid and to anal the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereto incurring any liability to the affected bidder or bidder on the ground of the institute action.
42. The successful bidder shall have to execute an agreement with the Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon on a non-judicial stamp paper of Rs. 100/- ( Rupees one hundred only ) and commence the work within 1 (one) month from the date of award, failing which the Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon shall be at liberty to forfeit the earnest money and proceed to appoint another agency as it may deem fit.
43. The bidder are advised to refrain from stipulating any conditions rebates etc. in violation of the terms of the tender. The institute reserves the right to reject such tenders in which condition of rebate is stipulated without assigning any reason thereof.

#### **44. Arbitration:**

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever shall before / after completion or abandonment of work or during extended period, wherever arises between the parties, as to the meaning/operation of effect of the contract of out of or relating to the contract or breach thereof shall be referred to

sole arbitrator to be appointed by the Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon at the time of the dispute.

If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns / withdraws for any reason from the position of arbitration it shall be lawful for the Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon to appoint another person to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which his predecessor left it, if both the parties consent to this effect, failing which the arbitrator shall be entitled to precede de novo.

It is a term of the contract that the party invoking arbitration shall specify all disputers to be referred to arbitrator at the time of invocation of arbitrator under this clause. It is also term of the contract that the cost of arbitration shall be borne by the parties themselves.

The venue of arbitration shall invariably be at Rajnandgaon.

Subject as aforesaid the provisions of the arbitration and Conciliation act 1996 and any statutory modification or re-enactment thereof of rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

#### **45. Force Majeure:**

If at any time, during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by person of any flood explosion, epidemics quaranting restriction or act of god ( hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof neither party shall be due to the reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non- performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the institute as to whether the operation have been so resumed or not shall be final and conclusive provided further that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at this option terminate the contract.

Provided, also that if the contract is terminated under this clause, the institute shall be at liberty to take over from the security agency the security personnel, vehicles & equipment deployed in the campus until a new security agency is appointed and commences the operation.

#### **OPERATIONAL PARAMETERS**

The main security objectives of Minimata Govt. Girls Polytechnic, Rajnandgaon Are As Under:

1. Prevention of loss of the Minimata Govt. Girls Polytechnic, Rajnandgaon and its property by thefts, burglaries, dacoities etc.
2. Prevention of injury, assault and violation of the persons, especially women employees and legitimate visitors.
3. Smooth conduct of functions, teachers conference, dignitaries visits, cultural events.
4. Freedom of the campus from cattle, tree poachers and other unwanted elements.
5. The security parameter will there have been:
  - Theft related
  - Patrolling related
  - Discipline
  - General

## 6. Penalty

- i. For complaint, non adherence of terms & condition specified in the tender document, indiscipline and unsatisfactory operation of security services a penalty of up to Rs. 2000/- will be levied after the approval of Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon on every event.
- ii. For unsatisfactory level of security services notice during the inspection by Principal, Minimata Govt. Girls Polytechnic, Rajnandgaon officials, a penalty of up to Rs. 5000/- will be levied after the approval of Principal on every event.

PRINCIPAL  
MINIMATA GOVT. GIRLS POLYTECHNIC,  
RAJNANDGAON (C.G.)

**OFFICE OF THE PRINCIPAL  
MINIMATA GOVT. GIRLS POLYTECHNIC, RAJNANDGAON (C.G.)**

01. Name of the Tenderer's Firm:

02. Office address :

Tel no. :

Fax no. :

E- mail address :

03. Name of authorized representative (s) :

04. Document to be enclosed :

1. Registration under company act / shops & Establishment act 958 issued by Chhattisgarh state govt.
2. Registration under labour laws, EPF, ESI & Service tax.
3. Latest balance sheet showing minimum 15 lakh turnover duly signed by C.A..

05. Registration certificate for

PF	Enclclosed/ Not Enclclosed
ESI	Enclclosed/ Not Enclclosed
Income Tax and PAN	Enclclosed/ Not Enclclosed
Service Tax	Enclclosed/ Not Enclclosed

06. Turnover during the last three years

Years	Turnover in Rupees ( in words and figures)
2017-18	
2018-19	
2019-20	

Please enclose documentary evidence for above facts.

07. Earnest money deposit of Rupees 13,000/- is enclosed vide

D.D. No. \_\_\_\_\_ Bank \_\_\_\_\_

Date \_\_\_\_\_

08. Details of experience in Central/ State Govt /Autonomous Institution/Corporate establishment of repute -

Financial Year	Name of Employer /Address/Tel.No.	Total Number of security guards Employed.

**Note : Please give complete details as per the above format along with experience certificate issued by clients/organizations for all previous years upto 2019-20. Separate sheet may be used if required.**

SIGNATURE OF AUTHORIZED PERSON/ AGENCY WITH SEAL.

**OFFICE OF THE PRINCIPAL  
MINIMATA GOVT. GIRLS POLYTECHNIC, RAJNANDGAON (C.G.)  
TENDER FOR SECURITY SERVICES  
Price Bid**

S.No.	Description	Amount (Rs.)
1	Wages per person(semi skilled gaurd )/ month (26 days) Male/Female	
2	ESI	
3	EPF	
4	Contractor's profit	
5	Any other charges	
6	Sub Total (sl. no. 1 TO 5)	
7	GST (on Sub Total, i.e. sl. no. 6) @.....%	
	TOTAL	

- Note :
1. For deduction of applicable **2%TDS (income tax)** the **TOTAL amount ( sl. no. 6 and sl. no. 7) will be considered.**,
  2. If a firm quotes NIL charges for Contractor's profit(sl. no. 4 above) after deduction of applicable **2%TDS (income tax)** on **TOTAL amount as above**, the bid shall be treated as unresponsive and will not be considered. That is, **if Contractor's profit is NIL or less than the 2% TDS of TOTAL amount** the bid shall be treated as unresponsive and will not be considered.
  3. The number of security guard may change as per requirement.

SIGNATURE OF AUTHORIZED PERSON OF AGENCY  
WITH SEAL & ADDRESS

**LETTER OF SUBMISSION OF TENDER FROM THE CONTRACTOR  
OFFICE OF THE PRINCIPAL  
MINIMATA GOVT. GIRLS POLYTECHNIC, RAJNANDGAON (C.G.) 491441**

“Providing of security” at Minimata Govt. Girls Polytechnic, Rajnandgaon

1. I / We have examined the scope of work, specifications and schedule of quantities and terms and condition relating to the tender for the said work after having obtained the tender invited by you.
2. I / We have visited the site, examined the site of work specified in the tender document and acquired the requisite information relating as affecting the Tender.
3. I /We hereby offer to execute the complete the work in strict accordance with the tender document at the item rates quoted by me / us in all respect as per the specifications and scope of works described in the tender document and the annexure containing terms and condition.
4. I / We agree to pay all Government (Central and State) taxes prevailing from time to time.
5. Should this tender be accepted, I / We hereby agree to abide by and fulfill all the terms and conditions and provision of the said contract document annexed hereto.

Names of the person authorized to be present at the time of opening of the tenderer

- i. \_\_\_\_\_
- ii. \_\_\_\_\_

Documentary proof in respect of letter of authority / power of attorney to be enclosed along with the tender.

Place : yours faithfully,

Date : ( Signature of the tenderer )  
Name and address of the tenderer  
Name and seal & Mob. No.