

Government Polytechnic Kanker (C.G.)

Notice Inviting Tender (NIT) for Providing round the clock contractual Security Services for the Campus

Tender No.:- GPK/SA/2023-24/290


Date-05/06/2023

Sealed Tenders in prescribed format are invited from reputed firms for "Providing round the clock contractual security services for the Government Polytechnic Kanker (C.G.).

Tender document can be obtained from the office by payment of Rs. 1000/- through DD favoring Principal Government Polytechnic Kanker (C.G.). The tender document can also be downloaded from official website of Institution – www.polykanker.ac.in

Important dates for tender is as under:-

- Last date of issue of tender Document -----27/06/2023 upto 1 pm.
- Last date for Receipt of completed tender Document-- 27/06/2023 upto 3 pm.
- Date of opening of Technical Bid ----- 27/06/2023 at 4 pm.


Principal
Govt. Polytechnic
Kanker (C.G.)

Tender for Security Services work at Government Polytechnic Kanker (C.G.)

Tender No.:GPK/SA/2023-24/290

DATE-05/06/2023

The Criterion Of Selection:-

- 1) Government Polytechnic Kanker (C.G.) reserves the right to accept or reject any or all bids without assigning any reasons.
- 2) Government Polytechnic Kanker (C.G.) also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.
- 3) The contractor will demonstrate to Government Polytechnic Kanker (C.G.) the followings to be able to qualify for consideration at the stage of technical evaluation.
 - Experience of providing such or similar services to the Central/State Govt. Departments/Autonomous bodies/industries or other similar organisations during last 3 years .
 - At least one currently valid contract for similar works to offices of Central/State Govt. Departments/Autonomous bodies/industries or other similar organisations.
 - Submission of EMD and all documents mentioned in check list (**Annexure-III**)
 - Submission of Rs. 1000/- towards the cost of tender document.
- 4) Incomplete tenders would be rejected. Further, the rejection criterion is mentioned in **Annexure III** [Check list].
- 5) The firms whose services have not been found satisfactory in the past or who have been black listed from this office will not be considered even at the first stage (i.e. their technical bid will not be opened).
- 6) Selection of the bidder would be made after taking all the relevant factors like past performance, credentials, responsible business practices, competency to execute such contract, credentials of fulfilment of provisions of labour laws with past contracts and above conditions into account together. Lowest rates are not the sole criteria of selection.
- 7) Without affecting the sanctity of the above criterion, Government Polytechnic Kanker (C.G.) has power to relax any condition of eligibility criteria qualifying the bid(s) based on merit of each case and if, the situation so warrants in the interest of work of Government Polytechnic Kanker (C.G.).
- 8) **If Contractor's profit is less than TDS i.e. 1% of total amount (excluding GST), the bid shall be treated as unresponsive and will not be considered.**
- 9)(a)The Principal, Govt. Polytechnic Kanker (C. G.) 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. Institute reserves the right to negotiate with L-1 bidder to arrive at the fair and reasonable price.
(b)In case more than one price bid quoting the same L-1 rates are received, one 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 2022-23 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 2022-23.L-1 bidder will be selected from such bidders firstly on the basis of criteria (i) then by (ii) and lastly by (iii) above.
- 10) If all three criteria are exhausted as mentioned in point (9), contractor having valid Quality system certificate as per ISO 9001:2015 will be selected.

Principal
Govt.Polytechnic
Kanker (C.G.)

To,

The Principal
Govt. Polytechnic
Kanker (C.G.)

Subject: Tender for Security Services work at Government Polytechnic Kanker (C.G.)

Dear Sir,

In response to your tender inviting notice for the above mentioned contract, I/We, a Company/Partnership/Sole Proprietor submit the tender with following particulars.

Sr No	Description	Particulars
1.	Constitution & Nature of Firm (state whether sole proprietor/partnership firm/limited company)	
2.	Year of Establishment	
3.	Registration Number under applicable act with a copy of registration certificate	
4.	Registered Postal Address and Branch office if any	
5.	Telephone No.	
	Mobile No.	
	E-mail.	
6.	Company Account Details:	
	(a) Name of Bankers & branch with full address	
	(b) Style of Account & Number	
	(c) Name(s) of person(s) operating the account (Enclose banker's certificate.)	
7.	PF Code allotted by PF Commissioner with photo copy of certificate.	

Having acquired the requisite information related to the subject work after visit of the site and examining the form of contract, nature, quantum of work as effecting the tender invited by on behalf of the Government Polytechnic Kanker (C.G.). I/We, the undersigned hereby offer for providing experienced /qualified staff as indicated in the Tender Document to SECURITY SERVICES strictly in accordance with the terms and conditions as indicated by you in the said documents.

I/We also agree to submit the bill on monthly basis and accept the payment to the workers as per the Minimum wages declared by the Government of India/ Govt of Chhattisgarh from time to time. I/We also agree for the compliance of applicable Labour and other Laws in force and other Government orders. All workers engaged by me/us would be suitably compensated by me/us complying with Minimum wages act. All payments under the Workmen Compensation Act, etc. shall be borne and payable by me/us. I/We will always keep the Government Polytechnic Kanker (C.G.) indemnified of any claim/damages that Government Polytechnic Kanker (C.G.) have to pay with respect to the service and the deputation of any workers to the Government Polytechnic Kanker (C.G.).

The Government Polytechnic Kanker (C.G.) reserves the right to reject any or all the TENDERS or accept them in part or to reject the lowest quotations without assigning any reasons. Government Polytechnic Kanker (C.G.) further reserves the right to terminate the contract during its tenure at any time without assigning any reasons.

I/We further pay and have enclosed Earnest Money amounting to **Rs. 10,000/-** (Rs. Thirty Thousand only) and tender fee Rs. 1000/- (if tender form downloaded from website) in the form of Demand Draft/Pay Order drawn in favour of Principal Government Polytechnic Kanker (C.G.) payable at Kanker (C.G.) along with the Technical bid which will remain with Government Polytechnic Kanker (C.G.) upto final award of contract. However, no interest shall be payable on Earnest money. Earnest money of successful bidder shall be refunded only against the submission of Security Deposit.

Declaration by the Tenderer :

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

- Encls : 1. DD/Pay Order No _____
2. Terms and conditions (each page must be signed and stamped with the seal)
3. Price Bid

(Signature of Tenderer with seal)

Name:

Seal:

Address:

Phone No(O):

E-mail

(Signed as proprietor/partner/Director who holds power of Attorney on behalf of firm)

TENDER DOCUMENT

Subject: Tenders for Security Services at the Government Polytechnic Kanker (C.G.).

Tender must be submitted in sealed envelope which is superscribed as " Tender for security services 2023 at Government Polytechnic, Kanker .The outer envelope should contain two sealed inner envelopes containing technical bid and price bid in the prescribed formats superscribed as "**Technical Bid**" and "**Price Bid**" respectively. Technical bid will be opened first on prescribed date and time. Price bid of only those bidders will be opened whose technical bids are found suitable by the committee appointed for the purpose. Opening date and time of Price bid shall be intimated to technically qualified bidders after completion of first stage of tender, i.e. activities with regard to technical bid,

ENVELOPE -1: TECHNICAL BID (In separate sealed Cover-I superscribed as “Technical bid”)

Name of work: Contract for Security Services at The Government Polytechnic Kanker (C.G.)

CONTENTS AND ELIGIBILITY CRITERIA

- 1) Technical bid contains self attested copies of the following documents:-
 - a) At least 3 years experience certificate in relevant field
 - b) Registration certificate under Company Act/Shops & Establishment act 1958 issued by Chhattisgarh Govt.
 - c) PF Registration with PF code number
 - d) ESI Registration certificate.
 - e) Valid License issued in respect of previous employers by Regional Labour Commissioner (i.e. Govt. of India / State Government)
 - f) Details of works of similar nature carried out in Central/State Govt. bodies/ department/PSUs/Autonomous bodies/industries/factories/or other similar organisation in the last 3 years ending on 31 March as per **Annexure -II**.
 - g) Copies of balance sheet and profit and loss A/c of previous three financial years duly certified by CA, showing annual turnover not less than Rs. 50 Lakhs.
 - h) List of Arbitration cases (if any).
 - i) Copies of certificates/allotment letter of Service Tax PAN / TAN Number and GST.
 - j) Details of managerial, supervisory and other staff.
 - k) Undertaking of the agency confirming the availability of the adequate manpower of requisite qualification / experience for deployment at The Government Polytechnic Kanker (C.G.).
 - l) Copy of Last 3 years income tax return.
 - m) Valid License issued by competent authority under Private Security Agencies Regulation Act(PSARA)-2005.
 - n) EMD & DD of the cost of tender document, if downloaded from website.
 - o) Bidder's office address in Chhattisgarh.
 - p) There should be no case pending with the police against the proprietor/firm/partner or the company (Agency). The firm should give such an undertaking with their bid.
 - q) The bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, as per law with valid registration on the last date of submission of the bid.
 - r) **The bidder must have valid registration in the GST department of Chhattisgarh. The valid document must be submitted.**
- 2) The scope of work under this contract is given in Annexure-I.
- 3) Tenderer/bidder shall submit details as per **Annexure-III {Check list}** along with Technical Bid.
- 4) General Terms and conditions of the Contract to be fulfilled by the Tenderer/Bidder are given in **Annexure-IV** and the bidder shall submit it with technical Bid duly signed on each page in lieu of agreeing to them.
- 5) The bidder shall pay Bid Security (EMD) of Rs.10,000/- along with the technical bid by acceptable mode of payment as prescribed in favour of The Principal, Government Polytechnic Kanker (C.G.) payable at Kanker (C.G.). Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be

considered for evaluation at any stage. The bid security without interest shall be returned to the unsuccessful bidders after finalization of contract.

- 6) The EMD deposited by successful agency will be refunded only after submission of Security deposit of Rs.- 30,000/-. If he wants to get adjusted the amount of EMD towards the Security deposit, then he has to deposit the difference amount. If the successful bidder fails to comply the letter of award of work order, his bid security shall be forfeited unless time extension has been granted by The Government Polytechnic Kanker (C.G.).
- 7) The bid shall be valid and open for acceptance of the competent authority of The Government Polytechnic Kanker (C.G.) for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and withdrawal of tender on any ground by successful bidder shall be entertained.
- 8) An agreement shall be signed with the successful bidder .
- 9) Counter Terms & Conditions will not be accepted as also any additions/deletions or change in our format will not be allowed.
- 10) All entries in the tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
- 11) The sealed tender should be submitted in the Principal's office at the Administrative Block of The Government Polytechnic Kanker (C.G.).
- 12) Tenders received without EMD/not meeting the tender condition/incomplete in any respect are liable to be rejected. Any discretion will rest with The Government Polytechnic Kanker (C.G.) authorities.
- 13) Bidders are advised to study carefully the tender documents and the conditions before quoting their bid. All the pages of the tender form should be signed by the bidder as a token of acceptance.
- 14) The rates should be indicated both in words and figures. In case of discrepancy between the figure (number) and words, the rates given in the words, only will be taken as authentic and no further clarification will be sought from the bidder.
- 15) No firm shall be permitted to tender for work in The Government Polytechnic Kanker (C.G.) in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of The Government Polytechnic Kanker (C.G.). Any violation of this condition which comes to the notice of The Government Polytechnic Kanker (C.G.) after the contract is awarded will entitle the Government Polytechnic Kanker (C.G.) to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to The Government Polytechnic Kanker (C.G.) on account thereof.
- 16) The Earnest Money is liable for forfeiture in the event of: (a) Withdrawal of offer during the validity period of the offer, (b) Non-acceptance of orders when placed, or (c) Non-confirmation of acceptance of orders within the stipulated time after placement of offer, (d) Any unilateral revision made by the bidder during the validity period of the offer.
- 17) The GST if any, paid by the contractor for this contract will be reimbursed upon production of proof of payment along with monthly bills.

ENVELOPE -2: PRICE BID(In separate sealed Cover-II superscribed as “Price bid”)

Name Of Work : ANNUAL CONTRACT FOR SECURITY SERVICES

CONTENTS

- Envelope No. 2 shall contain only Price bid of Tender Document, i.e. the copy, of schedule of rates duly filled in and signed by the tenderer/bidder. Any commercial or technical condition or qualification of any sort shall not be indicated by the tenderer/bidder in this envelope, otherwise the tender shall be summarily rejected.
- The format for providing Schedule of Rates to be filled by the tenderer/bidder is enclosed. This envelope shall be Superscribed “Envelop “Price bid”.

SCHEDULE OF RATES (PRICE BID)

(To be enclosed with Price bid in a separate cover marked Envelope 2”)

Name of the work : Contract for SECURITY SERVICES WORK at Government Polytechnic Kanker (C.G.)

Sl No	Description	No. of persons	Rate/wages per month per person in Rs (26 Days) (wage)	PF	ESI	Contractor's Profit (CP)	GST	Total amount
1	2	3	4	5	6	7	8	9
1	Semiskilled Security Guard (Trained as per PSARA 2005)	03						

Note- 1. Total amount including Rate/ wages per month/person ,PF (sum of EDLIS,EPF & EPS), ESI , GST , any other charges and contractors service charges(profit) shall be taken into consideration while comparing various Price bids.

2. Wage quoted should not be less them minimum wage declared by Govt. of Chhattisgarh.

3. PF and ESI must be mentioned separately in price bid as per norms. The rates of PF and ESI should not be less than current rates.

4. For deduction of applicable 1% as TDS (Income Tax), total amount excluding GST is considered.

5. GST amount is to be calculated as equal to 0.18(wage+PF+ESI+CP).

6. Minimum amount of Contractor`s profit (CP)= (wage +PF+ESI)/99.

(Signature of Tenderer with seal)

Name:
Seal:
Address:
Phone No(O):
E-mail
Date

UNDERTAKING & ACCEPTANCE LETTER BY THE SECURITY CONTRACTOR

We have carefully gone through the various terms and conditions listed in the Tender Form (Technical & Price Bid) for providing Security Services at Government Polytechnic Kanker (C.G.). We agree to all these conditions and offer to provide security services at Government Polytechnic Kanker (C.G.). We are making this offer after carefully reading the conditions and understanding the same without any kind of pressure or influence from any source whatsoever. We have acquainted ourselves with the tasks required to be carried out, before making this offer. We hereby sign this undertaking in token of our acceptance of various conditions listed above.

Place: _____

Signature of Security Contractor

Date: _____

Address: _____

Mob: _____

Email ID: _____

Security Services at the Government Polytechnic Kanker (C.G.):

A. SCOPE OF WORK: SECURITY SERVICE CONTRACT

03 Security guards Round the clock (8 hr/ shift for 3 shift/ day) security arrangements, including Sundays and holidays, to be provided at Government Polytechnic Kanker (C.G.) Campus, as per following duty point/post on shift basis. The competent authority's reserve the right to increase or decrease the required person as per requirement. The deployment of Security Guard at campus may be assessed by the Contractor before submitting the tender. The number of Security Guards is only in indicative; the number could be increased/ reduced as per actual requirement.

Duty and Responsibilities:

- Security services are required at the Campus 24x7:
- Proper uniforms, Identity card / equipments for security personnel's should be provided by contractor.
- Security at Two Gate Entrance
- Security of whole academic area including all academic and Administrative Buildings.
- Security of the assets of Government Polytechnic Kanker (C.G.) against theft, pilferage and misappropriation.
- Prevent entry of unauthorized persons.
- Maintain records of visitors as directed by Government Polytechnic Kanker (C.G.).
- Regulate incoming/outgoing movement of material and vehicular traffic & maintain records of material movement.

Annexure-II

Details of other organisations where such contracts undertaken during last three years (enclose supporting documents). Performa containing details of other organisation where such or similar contracts were undertaken

S. N.	Name & Address of the Organisation contact No	No. of personnel supplied	Period of contract	Whether Government/Semi Government/ Autonomous bodies/ PSU/ Industries etc. (Pl. specify)	Amount of contract	Reason for termination (if currently not valid)
1.						
2.						

This information to be given in “Envelope No. 1 Technical Bid for Contract for SECURITY SERVICES

CHECK LIST (TECHNICAL BID)**SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

S. N.	Description of requirement	Yes/No	Page No
1	License issued by competent authority under Private Security Agencies Regulation Act (PSARA) - 2005.		
2	The firm is registered with the regional labour commissioner (Government of India/State Government) under provisions of contract labour Act and its validity date		
3	Copies of balance sheet and P&L A/c for the last 3 years duly certified by the CA, showing annual turnover not less then Rs. 50 Lakhs.		
4	Registration certificate of provident fund commissioner enclosed PF registration code allotted by the Regional Provident Fund Commissioner, Government of India/State Govt.		
5	Copy of Registration certificate/allotment letter of GSTnumber		
6	Copy of Registration certificate/allotment letter PAN from Income Tax Department		
7	Registration certificate of ESI enclosed		
8	Proforma containing details of other organization where such contracts were /are undertaken (attach supportive documents) during last 3 years		
9	DD of EMD& cost of tender document ,if downloaded		
10	Price bid proforma completed and sealed in separate envelope		
11	List of Arbitration cases (if applicable)		
12	Undertaking of the agency confirming the availability of adequate manpower of requisite qualification and experience for deployment at campus		
13	Acceptance of terms and conditions attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part oftender document.		
14	Copy of last 3 year income tax return		
15	Undertaking by the bidder to the effect that there is no police case pendingagainst the proprietor/firm/parties relating to previous service contract.		
16	Valid License issued in respect of previous employers by Regional Labour Commissioner (i.e. Govt. of India / State Government)		
17	The bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, as per law with valid registration on the last date of submission of the bid.		
18	Office address in State of Chhattishgarh		

Note:- All the documents enclosed by bidder must be legible and duly attested by the person responsible to firm.

(Signature of Tenderer with seal)

Name:

Seal :

Office Address

Phone No (O)

Terms & Conditions

1) For execution of all the above jobs, the contractor shall deploy **Security Guards at round the Clock in 3 shifts at Government Polytechnic Kanker (C.G.)** from Monday to Sunday regularly throughout the year and also as and when the occasion so demands. The seniormost Security Guard shall be in charge of the Security Guards and shall be responsible for the efficient rendering of the services under the contract. While working at the premises of Government Polytechnic Kanker (C.G.), he shall work under the directives and guidance and be answerable to authorities for efficient working. This will however, not diminish, in any way, the contractor's responsibility under the contract to the Authorities.

2) The contractor shall not deploy or shall discontinue to deploy any person at the Institute premises, at any time without assigning any reason whatsoever. The full particulars of the personnel including their names and addresses, Aadhar card, Voter IDs, PAN etc. deployed by him shall be furnished to Government Polytechnic Kanker (C.G.). Police verification report of the personnel employed by the contractor will also be submitted by the contractor to this office.

3) The Contractor will provide the required services seven days a week throughout the year including holidays.

4) The personnel deployed shall be healthy, active. Nobody shall have any communicable disease.

5) The personnel deployed shall be smartly dressed in proper uniform and always with **Identity Card**. The agency shall provide fully trained and disciplined personnel with shoe, caps, canes/stick and torch.

6) The contractor shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations including weekly off and working hours. The contractor shall pay the wages to the security personnel on or before the 7th of every succeeding month, irrespective of delay in payment of bill by the authorities for whatever reason. Wages payable shall not be less than the minimum wages payment as declared by the Govt. of Chhattisgarh from time to time. Contractor shall submit worker's EPF number and proof of submission of EPF, ESI etc as applicable every month for the previous month along with the monthly bill with respect to all employees deployed by him at Government Polytechnic Kanker (C.G.). The manpower agency shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactments/amendments/modifications.


- The payment of wages Act 1936.
- The Employees Provident Fund Act, 1952
- The Factory Act, 1948
- The Contract Labour (Regulations) Act 1970
- The Payment of Bonus Act 1965
- The payment of Gratuity Act 1972
- The Employees State Insurance Act 1948
- The Employment of Children Act 1938
- The Motor Vehicle Act 1988
- The Minimum Wages Act, 1948

- 7) The personnel will be screened by the contractor after police verification regarding their antecedent, character and conduct, and a copy of the reports shall also be submitted to Government Polytechnic Kanker (C.G.).
- 8) Replacement of personnel as required by Government Polytechnic Kanker (C.G.) will be effected promptly by the Contractor, if the contractor wishes to replace any of the personnel, the same shall be done after prior consultation with the Authorities. The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to the Authorities along with testimonials before they are actually deployed for the job.
- 9) In case of any loss that might be caused to Government Polytechnic Kanker (C.G.) due to lapse on the part of the personnel deployed by the manpower agency discharging their responsibilities, such loss shall be compensated by the contracting Agency and in this connection, the Authorities shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the Authorities besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor, the authorities shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
- 10) If case of a death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Contractor.
- 11) That Contractor's authorized representative (owner/Director/Partner/Manager) shall personally contact the appropriate authority of Government Polytechnic Kanker (C.G.) at least once a month to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient.
- 12) In the event of contract personnel being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the contractor shall make provision for leave reserve. Failure on this account shall attract penalty double the wages payable to the contractor for such absence.
- 13) The successful bidder would have to deposit an amount of **Rs-30,000/- (Rs- Thirty thousand only) towards as security deposit** through Demand Draft/Pay Order/FDR/Bank Guarantee from a commercial bank in favour of Government Polytechnic Kanker (C.G.) which would remain with Government Polytechnic Kanker (C.G.) during the contract period and no interest shall be payable on the Security Deposit amount.
- 14) The contractor shall arrange to maintain the daily shift-wise attendance record of the contract personnel deployed by him showing their arrival and departure time. This attendance record to be submitted every week to Government Polytechnic Kanker (C.G.) with an attested photocopy of the attendance record of the personnel to which it pertains. The attendance record shall be produced for verification on demand by the authorities at any other point of time.
- 15) If at any point of time, it comes to the notice of Government Polytechnic Kanker (C.G.) that the contract personnel deployed are different from the list provided (with attested photographs), Government Polytechnic Kanker (C.G.) will be well within its right to impose penalty not exceeding five times the wages payable to the contractor for each such personnel identified.
- 16) The contract personnel deployed by the contractor shall have experience. In case of non-compliance/non-performance of the services according to the terms of the contract, Government Polytechnic Kanker (C.G.) shall be at liberty to make suitable deductions (ranging from 2% to 5%) from the bill without prejudice to its right under other provisions of the contract.
- 17) The contractor shall be solely liable for all payments/dues of the workers employed and deployed by him with reliable evidence provided to the Government Polytechnic Kanker (C.G.). In the event, Government Polytechnic Kanker (C.G.) makes any payment or incurs any liability, the contractor shall indemnify Government Polytechnic Kanker (C.G.) completely.
- 18) In case of any dispute arising out of this agreement then Government Polytechnic Kanker (C.G.) shall nominate any officer of the institute as sole arbitrator to adjudicate upon the issue involved in the dispute and the provisions of the Arbitration Act shall be applicable.
- 19) In case of any dispute with regard to providing services and interpretation of any clause of the Agreement, Kanker (C.G.) Court will have the jurisdiction to settle and decide all the disputes.

- 20) Income Tax TDS as per rules shall be deducted from the bills of the contractor as per applicable laws.
- 21) As and when the Government Polytechnic Kanker (C.G.) requires additional contract personnel on temporary or emergency basis, the contractor will depute such personnel in accordance with pro-rata rates. For the same, a notice of two days will be given by the Government Polytechnic Kanker (C.G.).
- 22) Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
- 23) In case the Government Polytechnic Kanker (C.G.) suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, Government Polytechnic Kanker (C.G.) reserves the rights to terminate the contract without assigning any reasons.
- 24) Personnel engaged on day-to-day works should not be utilized for carrying out the occasional work for which contractor has to engage extra personnel.
- 25) The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-fulfillment of any such provision/rule.
- 26) The contractor should maintain all the records and documents under various labour laws applicable to contract labours/personnel and also shops and establishment Act/Rules applicable to his/her establishment and make them available at Government Polytechnic Kanker (C.G.) at all times. Indicative list of such records is given for example (a) Register for Workmen (b) Employment card (to be issued to workers), (c) Muster roll (d) Register for wages (e) wage slip (f) OT register etc.
- 27) The above records and the following return filed by the contractor have to be produced to the office of the principal, Government Polytechnic Kanker (C.G.) on demand and original/photocopies of these records should be handed over after completion of the contract.
- 28) Security agency has to employ security guards trained as per PASARA regulations and having experience of work as security guard preferably in Government organizations.
- 29) The contractor should obtain a license from Central/State Labour Commissioner to engage the Contract labour/personnel as per Contract Labour Act within a period of one month from the date of award of contract by Government Polytechnic Kanker (C.G.).
- 30) Looking into crunch in fund availability or any other conditions prevailed at that time, number of security personnel deployed may be decreased by Govt. Polytechnic Kanker during contract period with the prior notice of 7 days to security agency.
- 31) The contractor shall ensure that the payment of wages to his workmen deployed for carrying out his contractual obligations shall not be less than the minimum wages prescribed by Government of Chhattisgarh as applicable during the contract period.
- 32) The contractor should ensure payment of wages to his workmen on or before 7th of every succeeding month. The payment of wages will be made in the presence of an authorized representative of Government Polytechnic Kanker (C.G.) at a place and time notified for the purpose.
- 33) The wages shall be paid to workmen without any deduction except those under the payment of wages Act and minimum wages act.
- 34) Government Polytechnic Kanker (C.G.) reserves its right to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF dues.
- 35) The contractor must get police verification of all his personnel employed at Government Polytechnic Kanker (C.G.) and submit the report to this office along with voters IDs, and other valid proof of residence and qualifications. The contractor has to submit the attested photocopies of his voter ID, PAN, residential address, educational qualifications etc. He should also give the list of his sons and relatives who are working in this office as subcontractors or the labourers. If there is no such thing, the contractor has to give an undertaking to this effect.
- 36) If any of the personnel of the contractor indulge in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring personnel. Such personnel, who indulge in such type of activities, should not be further employed in this office by the contractor in any case.

37) Whenever, there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to Government Polytechnic Kanker (C.G.) will be considered applicable at the time of any dispute/following any statutory rules.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between Government Polytechnic Kanker (C.G.) and the Agency and any non-compliance shall be deemed as breach of the contract/agreement.


Principal
Govt. Polytechnic
Kanker (C.G.)