

**CHHATTISGARH STATE
ELECTRICITY REGULATORY COMMISSION
IRRIGATION COLONY, SHANTI NAGAR, RAIPUR**

**TENDER SPECIFICATION NO 01/2018
DATE OF OPENING- 15/02/2018 Time: 4:00 PM**

Tender for engagement of private male security guards
for Electricity Regulatory Commission, Irrigation Colony,
Shanti Nagar, Raipur (C.G.)

Issued to

M/s. _____

Cost of Tender Form: ₹ 200/- (Non-refundable)

Earnest Money : ₹ 25000/- (Refundable)

On payment of _____

**Secretary
CSERC, Raipur**

SCHEDULE-1

GENERAL TERMS AND CONDITIONS OF TENDER

1. Sealed offers are invited from the interested parties for engagement of male security guards as per schedule-III for Chhattisgarh State Electricity Regulatory Commission (CSERC), Irrigation Colony, Raipur.
2. Offer must be submitted in sealed covers addressed to the Secretary, Chhattisgarh State Electricity Regulatory Commission (CSERC), Irrigation Colony, Shanti Nagar, Raipur, with the name of work, due date of opening and the name of the tenderer super scribed on the cover / envelops.
3. Only one offer from one firm of contractors will be accepted. If more than one offer is found, CSERC will have right to reject any or all his offer(s) without assigning any reason and EMD may be forfeited.
4. Tenderers are required to furnish an Earnest Money amounting to **₹25000/-** only in the form Demand draft / Local Bankers cheque in favour of Chhattisgarh State Electricity Regulatory Commission, Raipur, drawn on the State Bank of India or any scheduled bank. (cheques will not be accepted):-

No interest shall be paid on the Earnest Money.

5. (a) The tenders shall be submitted in the office of Secretary, CSERC, Irrigation Colony, Shanti Nagar, Raipur on or before **15/02/2018 up to 3.00 Hrs** only and will be opened on the **same day at 4.00 HRS**. Tender offers received without proper Earnest Money will not be considered.
- (b) 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 "THE SECRETARY, CSERC, IRRIGATION COLONY, SHANTI NAGAR, RAIPUR".
- (c) The **second envelope** should be super scribed as "Technical & Commercial Bid" Tender name and No. , due date of opening, and name of firm with address, telephone/.mobile numbers for contact and addressed to "THE SECRETARY, CSERC, IRRIGATION COLONY, SHANTI NAGAR, 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 kept in envelop number-2 only.
- (d) The **third envelope** should super scribed as "**Price Bid**" Tender name and No due date of opening, and name of firm with address, telephone/ mobile numbers for contact and addressed to "THE SECRETARY, CSERC, IRRIGATION COLONY, SHANTI NAGAR, RAIPUR" this envelop must contain only the price bid issued from this Office attached with the tender documents in original.

- (e) All the three envelopes shall be kept in a 4th envelope with super scribed as "**Tender No.** 01/2018 Due On 15/02/2018 i.e. due date of opening and Name of the firm with complete address, phone & mobile numbers for contact and .must be addressed to "THE SECRETARY, CSERC, IRRIGATION COLONY, SHANTI NAGAR, RAIPUR".
6. 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 Tenderer, who has successfully crossed two stages of opening, will be opened (subject to conditions). If found necessary the price bid may be opened later on for which new date/time will be intimated separately. The contractor or his only one authorized representative having power of attorney will be allowed to be present during opening of tender.
 7. The Earnest Money will be refunded to un-successful tenderers within the reasonable time. The Earnest Money deposited by the successful tenderer may be adjusted in the Security Deposit for the due fulfillment of the contract, but shall be forfeited, if the contractor fails to execute the contract after intimation of the acceptance of his tender.
 8. This forfeiture shall be without prejudice to the right of the Commission to recover further damages, if any, from the tender.
 9. Within 7 days of intimation given of the acceptance of the tender, the successful tenderer shall be required to deposit an amount equivalent to **10% (Ten percent)** of the contract value towards security deposit for the contract period i.e. ONE YEAR, in the form as specified in Clause 4 above. If the contractor wishes to adjust E.M.D. deposited by him in the S.D, the same will be allowed. In such case the tenderer has to deposit difference of 10% of contract value and E.M.D. deposited. The contractor, if so desire, may request to deduct Security deposit in three installment from his first three running bills. The work shall commence exactly as per guidelines within 30 days from the date of receipt of the letter of acceptance. In case of delay in execution of contract, penalty @ 2% (two percent) per week or part there-of subject to maximum of 10% will be imposed on the value of work contract.
 10. Tenderers 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 shall be liable for rejection.
 11. The tenderers shall furnish, latest income tax clearance certificate and return filled with the competent authority alongwith the tender, documents. Alternatively, the tenderers shall give valid reasons for his inability to furnish such certificate with documentary proof. The CSERC reserves the right to reject any tender if the income tax clearance certificate or the reasons for the tenderers inability to furnish such certificate is not furnished.

12. Tenders, which do not fulfill all or any of the above conditions or incomplete in any respect are liable to be rejected.
13. **The submission of a tender by the tenderers 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.**
14. After acceptance of rates the Commission 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.
15. Service charges shall be quoted both in words & figures in the price schedule enclosed. Service charges quoted shall remain firm throughout the contract period. In case of deviation of rates in figures and words, rates quoted in words shall prevail.
16. It shall not be obligatory for the Commission or its officer to accept the lowest tender. The authority for the acceptance of the tender will rest with the CSERC, which does not bind itself to assign any reason for declining to consider any particular tender or tenders.
17. The tender offer should be valid for acceptance for a period of four months from the date of opening; otherwise liable for rejection.
18. The tender received after the due date and time shall not be accepted/ opened. CSERC will not be responsible for postal or courier service delay.
19. The CSERC reserves the right to accept/reject any tender without assigning any reason thereof.
20. 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.
21. **These tender conditions 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.**
22. If any dispute arises out of this contract, shall be subject to jurisdiction of Raipur district.
23. Further information required (if any) can be had from the O/o "THE SECRETARY, CSERC, IRRIGATION COLONY, SHANTI NAGAR, RAIPUR".

Secretary
CSERC, RAIPUR

SCHEDULE - II

SPECIAL TERMS & CONDITIONS;

*1. QUALIFICATION FOR THE BIDDERS.

- (a) They should comply with and follow the provision of Chhattisgarh Rajya NiJi Suraksha Abhikaran (Vinimayan) Niyam, 2008. They should have valid license issued by C.G. Govt. Home Department for providing Security Services at Raipur u/s 9 of the Chhattisgarh Rajya NiJi Suraksha Abhikaran (Vinimayan), Niyam, 2008. 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.
- (b) The Bidder should have valid labour license for providing security services issued by Labour Department, Govt. of C.G/GOI.
- (c) The Bidders should have executed single order of similar nature valuing not less than 10 lakhs during last three years.
- (d) The firm should have minimum average Annual Turnover of ₹ 25 Lakhs per year for the last three years i.e. year 2014-15, 2015-16 and 2016-17 from security business.
- (e) The bidder has to submit the monthly ECR towards EPF and ESIC and GST challan for the last Financial Year.

The documentary evidence in support of (a), (b), (c) (d) & (e) above shall be self attested by the tenderer, however, only affidavit shall be duly notarized indicating the contents of (a) to (e) are correct .

2. Equipments

- (a) Necessary equipments like lathi, whistle, torch, photo identity card duly signed by In-charge officer etc. and normal consumables will be arranged by tenderer.
- (b) The contractor will provide complete uniform and name tag as approved by Officer-in-charge to all the security guards.

3. Qualification of Guards

- (i) Only male adult guards below **45 years age having minimum educational qualification VIIIth pass** & physical fitness standard as per Police Department Govt. of Chhattisgarh will have to be engaged for the above work in the CSERC. Raipur.
- (ii) 3 Years experience as security guard, or 20 days security training from recognized institute or by company itself. The relevant document in this regard shall be provided along with the tender.

4. Commencement of Work

The contractor should submit the following documents in the office of CSERC Raipur prior to commencement of work.

- 1) Labour license/registration
- 2) Labour insurance
- 3) Details of guards engaged with the following particulars:-
 - a) Full Name
 - b) Father's Name
 - c) Age
 - d) Address (i) Permanent (ii) Present
 - e) Signature of Guards
 - f) Medical fitness certificates & details for police verification
 - g) Passport size Photographs (1No.)

5. Employment Card

Contractor should issue employment card within 3 days from the date of employment.

6. Officer-in-charge

Dy Secretary, CSERC Raipur will be OIC for providing security arrangement to office of the CSERC, Raipur.

7. Maintenance of records

- (a) Daily / shift wise attendance of the Guards engaged is to be taken and maintained by the contractor, 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.
- (b) 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.
- (c) The monthly payment to the guards for the above work is to be made through bank only.
- (d) The guards engaged by contractor can only be changed with the written permission of the Officer In charge.

8. Duties of The Guards

- (i) It will be the duty of the guards to prevent entry of unauthorized unwanted person in the premises. The work shall be carried out as per direction of Officer in Charge.
- (ii) The security guards will work in shifts as per requirement. The present Shift hours are as under:-

06 AM to 02 PM	-	8 Hours "A SHIFT"	-	2 Guards
02 PM to 10 PM	-	8 Hours "B SHIFT"	-	2 Guards
10 PM to 06 AM	-	8 Hours "C SHIFT"	-	2 Guards

Note: In addition to above, 1 extra guard should be engaged as a reliever

9. Termination of contract

The work order / contract can be terminated at any time by either side on giving 30 days notice in advance without assigning any reason whatsoever. In such cases, either party will not be responsible for any loss/compensation/profit of the contractor.

10. Payment

The payment shall be made within a reasonable time for the work actually" executed by the contractor through monthly Bills. The contractor should submit bills in quadruplicate along with proof of depositing EPF, ESI and paid wages through bank slip No interest on overdue payment shall be made by the contractor under any circumstances. The contractor should also enclose detail of Electronic Challan cum Return (ECR) towards payment of EPF and ESIC with the bill. The payment to security guards shall be made through Bank only, proof of which shall also be submitted to O.I.C. along with Bill.

The payment of monthly Bills will be released only after receipt of documentary evidence towards payment of minimum wages, EPF subscription and leave wages certified by Officer-in-charge of the work.

11. Compensation towards any Accident

The firm will have to take all the precautions to avoid any miss -happenings / accident with guards. All the security guards will have to 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 to their employee or their successor by the firm as per Govt. rules.

12. Loss and Damage

The contractor shall be fully responsible for watch & ward of the Commission's Property. At the place of duty in the designated area if any loss or damage occurs to Commission's property during the Security service hour of the contract, the same shall be made good at contractors cost (full cost of material Plus 24% supervision charges) and addition the fine of Rs 500/- (Five hundred) per occasion shall be imposed or Recovery through monthly bill.

13. Officer in Charge

Dy. Secretary will be the Officer In-charge for the above work. However, he/she may appoint any other officer In-charge for the above work.

14. Income Tax

TDS will be deducted as per prevailing rate.

15. A. GST

Tenderer shall submit documentary evidence for Registration regarding GST with appropriate authority. Reimbursement towards GST payment shall be done on production of authentic documentary evidence by the tenderer.

B. Other Taxes / Duties

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

16. Rule and Regulations

All relevant Labour Laws and Regulation 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 and legal action will be intimated which may include forfeiture of security deposit. The firm shall ensure payment for the duties executed by his Guard on National Holidays as per rules.

17. Jurisdiction

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

18. Contract Period

The period of contract shall be one year from the date of commencement of work. However, the contract period can be increased/decreased in the interest of CSERC as per the requirement.

19. Penalty

In case of absence of the guard(s) the payment on prorata basis along with maximum 50% penalty will be deducted from current/ forthcoming bills/ SD for which the contractor shall be responsible. In case Commission suffers any loss due to absence of guard, action as per clause **(12) Loss and Damage** will be taken by the CSERC.

20. Miscellaneous

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

21. Rates

The tenderer must quote his profit in Rupees (some profit shall be quoted essentially) on the base rate indicated below:-

SN.	Payment head	Security Guards Rate per month (₹)
1	Daily wages including Variable D.A. Prevailing as on April'17.	8450.00 (325x26)
2	EPF@13.36%	1129.00
3	E.S.Insurance@,4.75%	401.00
	Total	9980.00

- * The Rates quoted in Percentage will not be considered.
- * GSTextra.
- * Bonus to the engage guards should be paid as per Bonus Act and reimbursement shall be made by the Commission once in a year on the basis of documentary evidence provided by the contractor.

The rates quoted above are based on the prevailing minimum wages declared by the Labour Department, Govt. of C.G., Raipur/District Collector, Raipur which will prevail at the time of opening of Tender including all the Mandatory payments e.g. EPF, Insurance etc. Time to time revision of wage rate declared by the Labour Department, Govt. of C.G., Raipur/District Collector, Raipur, shall be applicable for this tender.

In case lowest rate is quoted by more than one firm, then successful bidder among the lowest bidder shall be decided on the **basis of lottery**. 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 form of undertaking annexed with the tender is to be signed by the tenderer necessarily in this respect.

22. Agreement

On award of contract, the contractor has to enter into an agreement with CSERC for a period of one year on a non judicial stamp paper worth ₹ 100/- (One hundred only). The duty of the stamp paper is to be borne by the contractor, the period of contract may be increased or decrease for which there will no be any claim from the contractor.

**Secretary
CSERC, Raipur**

SCHEDULE-III**PRICE BID**TENDER NO.DATE OF OPENING – AT **04:00** HRS.**Name of work – Providing Security Service for CSERC, Raipur**

SN	Particulars	Qty (nos.)	Base Rate per month per guard (₹)	Contractor's Profit, administrative charges and other charges in Rupees in figures & words both per month Lump Sum	Period of contract
01	Providing Male Civilian Security Guards for Security of Commission's property in three shifts.	07 No.	9980.00 (each)		One year

- Note : 1. The contractor must quote his profit in rounded figure of rupees only and not in decimals (i.e. paise) otherwise the amount will be rounded to nearest higher side rounded figure of rupee for example ₹ 1.02 will be rounded to ₹ 2 (Rupees two).
2. The Rates quoted in Percentage will not be considered.
3. It is advised that the Commission building and premises should be visited before quoting the rates.

**Name, Signature and Seal with
Full address of firm and
Contact No.**

CHECK LIST FOR TENDERER

To qualify the participation in the Tender the minimum requirement of tenderer should be fulfilled are as follows:- **Whether the condition is fulfilled (tick the appropriate)**

❖	The tenderer should have valid license U/s 9 issued by State Govt. for deployment of Security personnel in the State of C.G.	YES/NO
❖	The Tenderer or his representative preferably must have experience of Indian Military, Police Service of any State or Central Industrial Security Service.	YES/NO
❖	The Tenderer must have successfully executed contract for providing security guard of the ordered value not less than Rs. 10 lacs in single order last three years.	YES/NO
❖	The Tendere must have presently engaged minimum 25 security guards in Central Govt. sector, organization, Govt./Private Banks, Private Limited, Public Limited, State Govt.	YES/NO
❖	The Tenderer have to submit the monthly ECR towards EPF and ESIC and GST for the last Financial Years.	YES/NO
❖	Minimum experience in this field should not be less than three years.	YES/NO
❖	The Tenderer should have a clean record free from any legal complication.	YES/NO
❖	The Tenderer should having registered with labour office as per rules and regulation of C.G. State Govt.	YES/NO
❖	Tenderer must have valid registration regarding GST with appropriate authority.	YES/NO
❖	Tenderer should submit at least last three years Income Tax/P.F./Labour court "No dues certificate"	YES/NO
❖	Whether persons deployed for security are trained at least 20 days training	YES/NO
❖	Whether Tenderer have training centre.	YES/NO
❖	Whether Tenderer get their employees trained from other recognized registered Training centre.	YES/NO
❖	Whether deployed guards are minimum 8 th pass.	YES/NO
❖	The firm should have minimum average turn-over of 25 lacs for last three years i.e 2014-15, 2015-16 and 2016-17 from security business.	YES/NO

Note:-Documentary evidence of the above must be submitted along with check list.

SIGNATURE

NAME OF PERSON

SINGING DOCUMENT

UNDERTAKING

I/We Proprietor/ Partner of (name of firm)..... hereby undertake that in case lowest rate is quoted by more than one 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.....