



OFFICE OF THE MUNICIPAL COUNCIL: KEONJHARGARH

Keonjhar-758001 (Odisha)

Tel No-06766-255413 (Office)

Fax- 06766-255413

Email ID-keonjharm.hud@rediffmail.com

No. 6493 /KGM Dt. 20.09.24
SEALED TENDER CALL NOTICE

The Executive Officer, Keonjhar Municipal Council on behalf of Keonjhar Municipal Council invites sealed tenders from reputed & experienced service providers / NGO to provide security services to Keonjhar Municipality for **01 (one)** year, so as to reach the undersigned on or before **15.10.2024** at **5 P.M** through **Regd Post / Speed post** only addressed to the **Executive Officer, Keonjhar Municipality**. The tender will be opened on dated **17.10.2024** at **11 A.M** in presence of the tenderer or their authorised representatives. The tenders received after due date & time will not be entertained. The tenderer should submit the copy of the EPF /ESI (if any) / Labour license / GST / Service Tax Registration No. along with tender paper. The tenderer should quote their rate inclusive all statutory liabilities, taxes, levies, cess etc. The authority will not be held responsibility for the postal delay, if any in delivery of the documents and non-receipt of the same in time. The tender schedule will be available website . <https://kendujhar.odisha.gov.in> and <https://keonjharhmc.in> w.e.f dt. **24.09.2024 to 09.10.2024** up to **5 P.M** during office hour except holidays on payment of **Rs. 10000.00 (Rupees Ten thousand) + 18 % GST (non-refundable)** only in shape of Demand Draft from any Nationalized Bank drawn in favour of **Executive Officer, Keonjhar Municipality** payable at Keonjhar The tender should furnish EMD of **Rs.60,000.00 (Rupees Sixty thousand)** only in shape of Bank Draft from any Nationalized Bank drawn in favour of **Executive Officer, Keonjhar Municipality** payable at Keonjhar along with tender paper. The undersigned reserves the right to reject or cancel the tender without assigning any reason thereof.

Memo No 6494 /KGM

dt 20.09.24

Executive Officer

Keonjhar Municipality

Copy to the Office Notice Board for wide publication / Cashier, Keonjhar Municipality for information & he is directed to issue tender paper on payment of paper cost in the shape of Demand Draft.

Memo No 6495 /KGM

dt 20.09.24

Executive Officer

Keonjhar Municipality

Copy submitted to the Additional District Magistrate, Keonjhar / PD, DUDA, Keonjhar / Block Development Officer, Sadar, Keonjhar / Tahasildar, Sadar, Keonjhar / Sub-Collector, Keonjhar for information and necessary action. He is requested to publish the tender Notice in their Notice Board.

Memo No 6496 /KGM

dt 20.09.24

Executive Officer

Keonjhar Municipality

Copy in duplicate forwarded to Deputy Director (Advl.) & Deputy Secretary to Govt. information and Public Relation Department, Odisha, Bhubaneswar for information with a request to publish this DTCN in Two Odia local daily News Paper in 120 Sq.cm. space for wide circulation as required under provision of OPWD Code amended vide works Department letter No-17823 dt-11.10.2006, it is requested to ensure the publication of above TCN before dt.24.09.2024. Copy of the newspapers wherein the advertisement is published may please be sent to this office for necessary action.

Handwritten signature and date: 20/9/24

TENDER DOCUMENT FOR SECURITY SERVICE PROVIDER



OFFICE OF THE MUNICIPAL COUNCIL: KEONJHARGARH

Keonjhar-758001 (Odisha)

Tel No-06766-255413 (Office)

Fax- 06766-255413

Email ID-keonjharm.hud@rediffmail.com

Price: Rs. 10,000.00 + GST@18% =11,800.00(non-refundable)

REQUEST FOR PROPOSAL

SELECTION OF AGENCY FOR PROVIDING COMPREHENSIVE FACILITY MANAGEMENT SERVICES FOR OPERATION AND MAINTENANCE OF DIFFERENT PARKS, OFFICE AND OTHER PLACES ETC, KEONJHARGARH MUNICIPALITY

HOUSING AND URBAN DEVELOPMENT DEPARTMENT, GOVERNMENT OF ODISHA.

Notice Inviting Tender(NIT)

EXECUTIVE OFFICER, KEONJHARGARH MUNICIPALITY ("CLIENT"), invites sealed proposal from all interested Bidder/s for 'SELECTION OF AGENCY FOR PROVIDING COMPREHENSIVE FACILITY MANAGEMENT SERVICES (CFMS)' for Operation and maintenance of various sites.

A. Indicative Scope :

The Broad Scope of services required through this RFP, shall be inter alia as indicated below:

- a. sweeping and Cleaning services,
- b. Security Services & Parking Management,
- c. Landscaping & Garden & Lawn maintenance,
- d. Minor Repair of Electrical & sanitary fittings
- e. AMC of all electronic items
- f. Driver

A. Contract Period: 01years

B. Cost of Tender Paper):-11,800/-

C. Earnest Money Deposit(INR):Bid security declaration

The RFP document can be downloaded from <https://kendujhar.odisha.gov.in> and <https://keonjhargarhmc.in>

Duly completed proposal along with other prerequisites documents in support of eligibility criteria and the required information as per formats must be submitted through Registered Post/ Speed Post latest by **15.10.2024** as specified in the critical date sheet below. For details, please refer to the RFP Documents.

Executive Officer,
Keonjhargarh Municipality

[Handwritten Signature]
20 9 2024

TENDER SCHEDULE

1. Date and time of sale of tender paper : **24.09.2024** at 10.00 A.M to **09.10.2024** up to 05.00 P.M at Office of the Municipal Council, Keonjhargarh Municipality

2. Last date and time of submission of tender paper : **15.10.2024** up to 05.00 P.M in the office of the Municipal Council, Keonjhargarh Municipality through Regd. / Speed post only.

3. Date and time for opening of tender paper : **17.10.2024** at 11.00 A.M in the Office of the Municipal Council, Keonjhargarh Municipality,

Executive Officer,
Keonjhargarh Municipality

[Handwritten Signature]
20/9/2024

Technical Evaluation

The eligible bidders would be further evaluated for short-listing based on following technical score weightage:

Sl No	Criteria	Weightage		Mark obtained
	Sub- Criteria	Sub- Criteria	Sub- Criteria	
1	Past experience of the Bidder			
1.1	Experience of Bidder (in number of years in business from the date of incorporation):	20		50
		i) 3 to 5years	5	
		ii) 5 to 7years	7	
		iii) More than 7years	10	
1.2	Undertaken at least one project having comprehensive facilities management services with minimum built up area of 5000sq.ft. and having the contract value of Rs.50 lakhs during the last Three financial years. Similar work means any CFMS work awarded which covers at least housekeeping and cleaning, security services, gardening, catering and electrical maintenance.	30		
		i) Minimum of 1 project of similar capacity and contract value	20	
		ii) For each additional project of similar capacity and contract value	5 (Maximum=10 Mark)	
	iii) Electric License- (Elbo)	=5		
2	Financial strength of the bidder: Average Annual financial turnover of 01Crore during the last Three financial years, as on 31.03.2021	Bidders having 1. Prescribed financial turn over as per the RFP=5Marks 2. For each additional turnover of Rs.1Crore=1Mark		10
3	Proposed Manpower, Standard Operating Procedure, Quality Control Mechanism and Work plan to undertake the comprehensive facilities management at the location	Review of bidders technical proposal with reference to Quality of Service Delivery, Equipment availability, Automation and proposed technical manpower to be deployed for the purpose		10
4	Technical Presentation			30
5	Quality Standards/Certifications for the Service	ISO 9001:2008 (relating to Facility Management services) & ISO 14001:2004 Certifications		5

Bidders who score more than 60% marks shall be considered for further evaluation

DETAILED ESTIMATE FOR THE WORK - MAN POWER SUCH AS SWEEPING, BUSH CUTTING, SECURITY GUARD, DRIVER IN DIFFERENT PLACES IN KEONJHARGARH MUNICIPLAITY.

AS PER SOP

ANNEXURE-A

Daily Labour Requirement

Sl No	Category of Work	Rate of wages per day
1	Unskilled	
2	Semi-skilled	
3	Skilled	
4	Highly Skilled	

A. Contact Person :

- Executive Officer, Keonjhargarh Municipality ,Keonjhar
- Email-keonjharm.hud@rediffmail.com
- Contact No.- 06766-255413

B. Complete Address for Submission of Bid :

Executive Officer, Keonjhargarh Municipality

Address: O/O Executive Officer, Keonjhargarh Municipality
At/Po/District:- Keonjhar, Odisha,
Pin-758001

General Instructions

1. The Executive Officer, Keonjhargarh Municipality, Keonjhar (herein after called "Authority") requires the services of reputed, well established and financially sound Security Service Provider having experience in providing Security Personnel (herein after called "Service Provider") to provide services of Security Guard on contract basis for their engagement in Municipality Office as and when required in different places inside Municipality area.
2. The contract for providing the aforesaid manpower is for a period of one year commencing from the date of effectiveness of the contract i.e. the date of actual deployment of the required manpower. The period of the contract may be further extended by renewal provided the requirement of this Municipality for manpower persists at that time or may be curtailed/ terminated owing to deficiency in service or substandard quality of manpower deployed by the selected approved Service Provider or because of change in the requirement. The Authority, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. This Municipality has tentative requirement of the Security guard as given below

Sl. No.	Name of the Post	Number
1.	Annexure-A	-

The requirements may *increase/ decrease*.

4. The interested "Service Providers" may submit the tender document complete in all respects along with Tender Paper Cost of Rs **11,800/-** (Rupees Eleven thousand eight hundred) only drawn in favour of Executive Officer, Keonjhargarh Municipality, Keonjhar payable at Keonjhar. The EMD cost Rs.**60,000/-** (Rupees Sixty thousand)only drawn in favour of Executive Officer, Keonjhargarh Municipality, Keonjhar payable at Keonjhar and other requisite documents by **15.10.2024 upto 5.00 PM** through Speed Post or Regd. Posts only to the **Executive Officer, Keonjhargarh Municipality, Keonjhar**.
5. **E-mail/ Fax bids will be summarily rejected. Late bid shall be rejected outright without any further correspondences.**
6. The interested Service Providers are advised to submit sealed envelopes should be super scribing "**Tender document for providing Security Services to Keonjhargarh Municipality, Keonjhar**".
7. The successful tenderer will have to deposit a Performance Security Deposit of one month employees' remuneration including statutory dues in the form of Bank Guarantee from any Nationalized Bank pledged in favour of the Executive Officer, Keonjhargarh Municipality, Keonjhar covering the period of contract within seven days from the date of signing of the agreement. In case, the contract is further extended / renewed beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the tenderer.
8. The tendering Service Providers are required to enclose photocopies of the following documents (duly self attested) along with the Application form, failing which their bids shall be summarily rejected and will not be considered under any circumstances
 - (a) Copy of the Service Tax Registration Certificate of the Service Provider issued by the competent authority;
 - (b) Copy of PAN/GST Certificate;
 - (c) Copies of EPF and ESI (if any) Registration Certificates.
 - (d) Copy of the Labour License/Registration under the Contract Labour(Regulation & Control) Act,1970
 - (e) Experience certificate of providing security services to Government Department /PSUs/ other reputed agencies, etc.

- (f) An affidavit to the effect that no criminal case is pending with the police against the Proprietor/Firm/Partner or the Company (Service Provider) and the Service Provider has not been blacklisted anywhere.
- (g) Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the Service Provider.
9. Any conditional bids shall not be considered and will be out rightly rejected at the very first instance.
10. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in Application Form (Part-I & II). In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Application Form must be initialled by the person authorized to sign the tender bids.
11. The bids shall be opened on the scheduled date and time in presence of the Tenderer/his representatives of the Service Providers, if any, who wish to be present on the spot at that time. Only one authorized person authorized for each bidder shall be allowed to be present at the time of opening the tender.
12. The quoted rates shall not be less than the minimum wage as fixed/notified by the Government of Odisha from time to time and shall include all statutory obligations. The Service provider shall be liable for all kinds of dues payable in respect of the personnel provided under the contract and the Government shall not be liable for any dues for availing the services of the personnel. The Performance Security Deposit and the monthly bills will not be released until the service provider produces proof of up to date payment of EPF contribution of the personnel so engaged.
13. The Executive Officer, Keonjhar Municipal, Keonjhar reserves the right to cancel all the bids without assigning any reason.
14. The Authorized signatory shall submit a valid letter of authorization.
15. The Service Provider should have its own Bank Account.
16. **All documents submitted shall be consecutively numbered having signature with official seal of the authorized signatory on each page and total number of pages shall be mentioned on the top sheet duly authenticated by the authorized signatory. In case the tender document is signed by the authorized signatory, a copy of the Power of Attorney/Authorization may be enclosed along with the tender for consideration.**
17. The Executive Officer, Keonjhar Municipal, Keonjhar reserves the right to call for any document in original including the Bank Account to verify the veracity of the documents so submitted.
18. **The bidder would not have blacklisted at any moment and any manner from his starting of business to till participate this tender.**

The tendering Service Provider should fulfil the following minimum technical specifications:

1. The Bidder may be a Proprietary firm/ Partnership firm/ Limited Company/Corporate body legally constituted.
2. The Service Provider should have at least 2 to 3 Years of experience in providing Security Guard services to Government Departments/ Public Sector Companies/ Banks, etc. to be supported by relevant valid documents.
3. There should be no case (either criminal or litigation) pending with the police against the Proprietor/Firm/Partner or the Company (Service Provider) and the Service Provider shall not have been blacklisted otherwise to be evidenced by attachment of an affidavit in this regard.
4. The bidder shall have the following Registrations as evidenced by the self attested copies of the relevant certificates.
 - (i) Valid license under Contract Labour (Regulation & Abolition) Act, 1970/ Labour License under Government of Odisha.
 - (ii) EPF/ ESI Registration
 - (iii) Service Tax Registration

5. The Man Power to be provided must have the following qualifications;

Security Guard : He should be of minimum 21 years of age and not exceeding 40 years of age. 10 years relaxation in case of ex-serviceman personnel's.

- (i) The Service Provider shall ensure that the security personnel deployed (who are Ex-servicemen/ Ex-Paramilitary are active healthy and not more than 50 years of age.
- (ii) The Service Provider will get the antecedents, character and conduct of individual security personnel verified by respective local police authority and shall produce the same at the time of signing the agreement.
- (iii) The security guards must be well trained in all facets of security work including fire fighting.

Standard of physical fitness for Private security guards:

- 1. A person shall be eligible for being engaged or employed as private security guards if he fulfils the standards of physical fitness as specified below:-
 - (i) Height, 160cm (for female 150cm), Weight according to standard table of height and weight, Chest 80cm with an expansion of 4cm (for females no minimum requirement for chest measurement); Provide that a person belonging to Scheduled Tribe is eligible less by 5cm i.e 155 cm in case of male.
- 2. A candidate must be free from any contagious or infectious disease. He must not be suffering from any disease which is likely to be aggravated by service or is likely to render him unfit for service if endanger the health of the public.

PENALTY

In case of deficiencies in providing quality service, the authority will have the right to impose penalty as per decision of the Committee which shall be deducted from the monthly bill.

**APPLICATION
PART-I**

(For Providing Security Services to Keonjhargarh Municipality, Keonjhar)

1. Name of Tendering Service Provider: _____
2. Status(Proprietor /Partner/ Director): _____
3. Details of Paper Cost: DD No. _____ date _____ of Rs. _____ drawn on Bank _____
4. Full Address of Registered Office : _____
_____ Telephone No _____
Fax No _____ E-Mail Address _____
5. Full address of Operating / Branch Office _____
_____ Telephone No.: _____
FAX No. _____
E-Mail Address _____
6. Name & telephone no. of: Authorized officer/person to liaise with Field Office(s)

7. PAN / GST No. : _____
(Attach attested copy)
8. Service Tax Registration No. : _____
(Attach attested copy)
9. E.P.F. Registration No. : _____
(Attach attested copy)
10. E.S.I. Registration No(if any). : _____
(Attach attested copy)
11. Labour License/Registration under The Contract Labour
(Regulation & Control) Act,,1970 _____
12. If the establishment is registered with the Government as per the prevailing statute like Private Security Agencies (Regulation)Act, 2005 / Private Security Agencies Rules-2009 of any other State. Please provide details with document/evidence.
13. Supported documents duly issued by the appropriate authority on deposit of EPF, ESI & Service Tax etc.

Date:
Place:

Signature of the authorized person
Name:
Seal :

DECLARATION

1. I, _____ Son / Daughter / Wife of
Shri..... Proprietor/ Director/ Authorized signatory of the Service
Provider, mentioned above, am competent to sign this declaration and execute this Tender document;
2. I have carefully read the tender document and have understood the contents of all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:
Place:

Signature of authorized person
Name:
Seal

PART-II
(For Providing Security Services to Keonjhar Municipality, Keonjhar)

1. Name of tendering Service Provider :
2. Rate per person per month inclusive of all statutory liabilities, taxes, levies, cess etc:

Manpower Type				
Monthly Rate per person	Unskilled	Semi-skilled	Skilled	Highly Skilled
Basic Remuneration				
EPF				
ESI (if any)				
Service Charge / Commission of Service Provider (quoted rate not less than as per govt approved rate.				
GST Charges				
Total per Person per month				

Date:
Place:

Signature of authorized person
Name:
Seal

- Notes:**
1. The Remuneration of manpower to be provided should not be less than the rate provided as per Govt. of Odisha Labour and Employment Notification on Minimum Wages Act.
 2. The total rates quoted by the tendering Service Provider should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract. The Authority will have no liability in relation to any statutory or other dues.
 3. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each person as certified by the Authority.

TERMS & CONDITIONS

1. The Agreement shall commence w.e.f the date of effectiveness of the agreement unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The effectiveness of the agreement commences w.e.f the date when the total manpower required is actually provided.
3. The Agreement shall be valid for a period of one year w.e.f the date of its effectiveness unless extended/renewed further by the mutual consent of the Service Provider and the Authority on the same terms & conditions as laid down in the Tender paper.
4. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications/alteration for a specific further period mutually agreed upon by the Service Provider and the Authority.
5. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other Service Provider or organization by whatever name be called without the prior written consent of the Authority.
6. The Office, at present, has tentative requirement of ----- numbers of Security Guards and man power of garden sweeping and bush cutting (Male & Female) and other places. The requirement of the Office may further increase or decrease marginally, during the period of contract also and the tenderer would have to provide additional manpower services, if required, on the same terms and conditions.
7. The Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents so furnished is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides immediate termination of the Agreement.
8. The Authority reserves the right to accept or reject any or all bids without assigning any reasons thereof. The Authority also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
9. The Service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption. The coordinator shall work under the guidance/instructions of the authorities concerned and shall be answerable to the Head of the Institution.
10. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the minimum rate prescribed by the Government to their respective account, and adduce such evidence to the Executive Officer, Keonjhargarh, Municipality every month prior to payment towards remuneration of the personnel. Payment of remuneration of any kind other than the above procedure is not acceptable at any cost.
11. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Office concerned.
12. The Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons so deployed. The Office shall, in no way, be responsible for settlement of such issues whatsoever.
13. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.

Signature of Tenderer with seal
Date

Executive Officer
Keonjhargarh Municipality

4. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
15. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Service Provider.
17. The Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
18. In the event of any security personnel being on leave/absent, the service provider shall ensure suitable alternative arrangement for such absence. To meet such eventualities, the agency shall make provision for leave reserve and provide the same under intimation to the office of the Executive Officer, Keonjhargarh Municipality, Keonjhar.
19. The Service Provider shall provide reasonably good uniform with name badges to its personnel deployed at check gate at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The uniform, accessories such as, belt, shoes, socks, caps, torch with cell, cane stick, etc shall be borne/supplied by the Service Provider at its cost. The clothes worn by the security guards while on active duty shall be such that it would not hamper in his efficient performance. In particular, it will neither be too tight nor too loose so as to obstruct movement or bending of limbs. Every private security guard will carry a notebook and a writing instrument with him. Every private security guard, while on active security duty, will wear and display the photo identity card issued on the outer most garment above waist level in a conspicuous manner to be signed by the Authority and the Service Provider.
20. As per the Orissa Private Security Agencies Rules, 2009, the bidder should have to issue uniform and make it obligatory for its security guards to put on:
 - (i) an arm badge clearly distinguishing the Service Provider,
 - (ii) shoulder or chest badge to indicate his position in the organization, whistle attached to the whistle cord and to be kept in the left pocket,
 - (iii) shoes with eyelet and laces,
 - (iv) a headgear which may also carry the distinguishing mark of the Service Provider.
21. In case of any theft or pilferages, loss or other offences, the Service Provider will investigate and submit a report to the Executive Officer, Keonjhargarh Municipality and maintain liaison with the police. FIR will be lodged by officials of the Keonjhargarh Municipality, Keonjhar, wherever necessary. If needed, joint enquiry will be conducted comprising both the parties and responsibility will be fixed.
22. In case of any loss that might be caused to the Keonjhargarh Municipality, Keonjhar due to lapse on the part of the security personnel discharging security responsibilities, such loss will be borne by the Service Provider and in this connection, the Keonjhargarh Municipality, Keonjhar shall have the right to deduct appropriate amount from the bill of contracting Service Provider to make good such loss to the Keonjhargarh Municipality, Keonjhar besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the Service Provider, Keonjhargarh Municipality, Keonjhar shall be within his right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

Signature of Tenderer with seal
Date

Executive Officer
Keonjhargarh Municipality

23. The persons deployed by the Service Provider should have good police records and no criminal case should be pending against them.
24. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the office. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
25. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
26. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the office. The office shall have no liability in this regard. The Bidder should produce the evidence in respect of having made payments to the manpower provided as and when called for by the Keonjhargarh Municipality.
27. The Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the office authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the office concerned.
28. In case, the Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the office is put to any loss / obligation, monetary or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.
29. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Office will have no liability towards non-payment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
30. The decision of Executive Officer, Keonjhargarh Municipality, Keonjhar in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Service Provider.
31. The Bid should be accompanied with an Earnest Money Deposit (EMD) of (Rs.60,000/-), refundable without interest, in the form of Demand Draft / Pay Order drawn in favour of the Executive Officer, Keonjhargarh Municipality, Keonjhar payable at Keonjhar failing which the tender shall be rejected out rightly.
32. The Earnest Money Deposit of the Unsuccessful tenderer shall be returned to them without any interest. In case of successful tenderer, if the Service Provider fails to deploy the required manpower against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.

Signature of Tenderer with seal
Date

Executive Officer
Keonjhargarh Municipality

33. The successful tenderer will have to deposit a Performance Security Deposit of one month remuneration of manpower provided including statutory dues in the form of Bank Guarantee from any Nationalized Bank in favour of the Executive Officer, Keonjhargarh Municipality, Keonjhar payable at Keonjhar covering the period of contract within seven days from the date of signing of the agreement. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful tenders. The amount of performance security deposit may be revised by the Authority taking into account the contractual obligation of the Service Provider.
34. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Service Provider shall be liable to be forfeited besides annulment of the Agreement.
35. The Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or Office concerned in respect of the persons deployed and submit the same to the Executive Officer, Keonjhargarh Municipality, Keonjhar in the first week of the succeeding month. The Executive Officer, Keonjhargarh Municipality, Keonjhar shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
36. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it or for any accident caused to them and the Executive Officer, Keonjhargarh Municipality, Keonjhar shall not be liable to bear any expense in this regard. The Agency shall make payment of wages of a month to security personnel engaged by it by first working day of the succeeding month irrespective of any delay in settlement of its bill by the Executive Officer, Keonjhargarh Municipality, Keonjhar for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The security agency shall specifically ensure compliance of various Laws/Acts, including but not limited to the following and their re-enactments/ amendments/ modifications:-
- I. The Payment of Wages Act 1936
 - II. The Employees Provident Fund Act, 1952
 - III. The Contract Labour (Regulation) Act, 1970
 - IV. The Payment of Bonus Act, 1965
 - V. The Payment of Gratuity Act, 1972
 - VI. The Employees State Insurance Act, 1948
 - VII. The Employment of Children Act, 1938
 - VIII. Minimum Wages Act, 1948
 - IX. Private Security Agencies (Regulation) Act, 2005
37. The Authority, Keonjhargarh Municipality, Keonjhar reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
38. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation.
39. The Personnel deployed by the Service Provider to the Keonjhargarh Municipality shall work under the direct supervision and control of the authority Executive Officer, Keonjhargarh Municipality, Keonjhar. The full particulars of the personnel to be deployed by the service provider including their names and addresses, shall be furnished to the Executive Officer, Keonjhargarh Municipality, Keonjhar before their actual employment. Besides, the Service Provider shall neither deploy nor withdraw any personnel at any time without the approval of the Executive Officer, Keonjhargarh Municipality, Keonjhar.

Signature of Tenderer with seal
Date

Executive Officer
Keonjhargarh Municipality

40. All disputes shall be under the jurisdiction of the court situated at Keonjhar.
41. The successful bidder will enter into an agreement with this Municipality for supply of suitable and efficient Security Guard as per requirement of this Municipality on the above terms and conditions.
42. There would be no increase in rates payable to the Service Provider during the Contract period except reimbursement of the incremental wages paid by the Service Provider consequent upon revision of wages by the Government.

Note: These terms and conditions are part of the Contract / Agreement as indicated in the Agreement between State Government and the Service Provider and any noncompliance shall be deemed as breach of the Contract/Agreement.

Signature of Tenderer with seal
Date

Executive Officer
Keonjhargarh Municipality

AGREEMENT

This Agreement is made on this _____ day of _____ Between the Executive Officer, Keonjhar Municipality, Keonjhar represented by _____, here-in-after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assignees of the one part;

And

M/s _____ represented by _____
Sri _____, here-in-after called the "Service Provider" which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the "Authority" desires that the services of " _____ " are required in _____ Department/Office; And whereas the "Service Provider" has offered its willingness to the same in conformity with the Provisions of the agreement; And whereas the "Authority" has finalized the rate as per the terms and conditions of the agreement to the "Service Provider".

Now this agreement witnesses as below:-

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the "Authority" to the "Service Provider", the "Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as " _____ " in the _____ (name of the Department/Office) in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid upto..... IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above.

Signature of the person
authorized to sign
on behalf of Service
Provider
In the presence of witness:-

Signature of the Authority

Witness

Witness

1 Name -----

1. Name -----

Address -----

Address -----

1. Name-----

2., Name -----

Address-----

Address -----