MADHYA PRADESH STATE ELECTRONICS DEVELOPMENT CORPORATION LIMITED

Tender No.02 MPSEDC/A-17/87/2014-P&PA DT. 10.03.2016

SECURITY & HOUSEKEEPING SERVICES
AT
STATE IT CENTRE, MPSEDC, 47-'A’ ARERA HILLS, BHOJAL

STATE IT CENTRE, 47-'A’ ARERA HILLS, BHOJAL-462011
Tel: (0755) 2518604, 2579815, Fax: (0755) 2579824
INVITATION OF BIDS

Chief General Manager, M P State Electronics Development Corporation Ltd. (MPSEDC) invites online bids for providing Security and Housekeeping Services at State IT Centre, 47-‘A’ Arera Hills, Bhopal. Interested bidders may obtain further information from the office of MPSEDC Ltd. Bhopal.

A. Cost of Tender Document : Rs.1000/- (Rupees One thousand only non-refundable) payable online.

B. Processing Fee : Rs.250/- (non-refundable) + Service Tax extra-payable online.

C. Purchase Start and end dates of Tender document : Purchase Start date 10.03.2016 from 10.30 AM and end 30.03.2016 up to 5.30 PM.

D. Last date of submission of Bid : Date 31.03.2016 up to 3.00 PM

E. Date of opening of Technical Bid : Date 31.03.2016 at 4.00 PM

F. Date of opening of Financial Bid : Informed over phone/Email to the bidders who qualify for opening of the Financial Bid.

G. EMD : Rs. 1,00,000/- (Rupees One lakh only) payable online.

H. Place of opening of Bids : MPSEDC Ltd., 47-‘A’ Arera Hills, Bhopal (M.P)

I. Mode of submission Bids : ONLINE

NOTE:

1. Bids can be downloaded and purchased online from the website www.mpeproc.gov.in and can be viewed freely on websites www.mpsedc.com / www.mapit.gov.in / www.dit.mp.gov.in


3. OUR HELPLINE NO. 18002588684

CHIEF GENERAL MANAGER
MPSEDC Ltd.
State IT Centre,
47-‘A’, Arera Hills,
Bhopal- 462011
Tel: 0755- 2518602
Letter of Submission of Tender

TO
The Chief General Manager
M.P. State Electronics Development Corp Ltd.
State IT Centre, 47-A, Arera Hills,
Bhopal (M.P) 462011.

I/We, the undersigned, have read and examined in detail and bidding the document and also hereby declare that:

PRICE AND VALIDITY:

- All the rates quoted in our proposal are in accordance with the terms as specified in bid documents. All the prices and other terms and conditions of this proposal are valid for a period of 180 calendar days from the date of the opening of the tender.

- We do hereby confirm that our bid prices include all taxes and duties, transportation and installation etc.

- We hereby declare that if any Tax is altered under the law, we shall pay the same.

DEVIATIONS:

We declare that all the services shall be performed strictly in accordance with the tender conditions with no deviations.

QUALIFYING DATA:

We confirm that all information/data have been submitted as required by you in your tender document.
We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge and belief. I/We agree that in case any information is found to be incorrect, the tender is liable to be rejected at any point of tendering process.
Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you,

Yours Faithfully

(Signature of Bidder)
Date:                       Name:
Place:                      Designation:
Business Address             Seal:
**GENERAL INFORMATION AND EMD DETAILS**

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<thead>
<tr>
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<tbody>
<tr>
<td>1</td>
<td>Name and Address of the Bidder:</td>
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<td>2</td>
<td>Contacts:</td>
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<td>3</td>
<td>Telephones:</td>
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<td>E-mail:</td>
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<td>6</td>
<td>Mobile No:</td>
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<td>7</td>
<td>Name of the Contract Person and Mobile No.</td>
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<td>8</td>
<td>PF No.</td>
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<td>9</td>
<td>ESI No.</td>
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<tr>
<td>11</td>
<td>Bank Account No. with IFSC Code and address of the Bank</td>
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<td>12</td>
<td>Service Tax No.</td>
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<td>13</td>
<td>Income Tax PAN/GIR No.</td>
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Note: Separate sheets may be attached wherever necessary.

Signature of the Bidder
With stamp and date
INSTRUCTIONS TO BIDDER

1. Bidders are required to submit all bids online only.

2. Bids in physical form will not be considered/accepted.

3. The Bidders are required to deposit bids, tender cost, Processing fee and EMD on online only

4. Bidders are required to submit bids as per the timelines given in the invitation of bids.(Page No.2)

5. The bidders are required to submit a list of enclosures along with the bid document.

6. - Pre-qualification offer shall be opened only of those who have submitted the EMD as specified.
   - Financial offer shall be opened only of those who have submitted proper EMD and are selected in Pre-qualification Evaluation.
   - Each page of the tender document is required to be signed by the authorized signatory and deposited along with the pre-qualification offer.

7. All erasures, cuttings and alterations made while filling the offer document should be initialled by the authorized signatory. Overwriting of figures is not permitted.
A. ESSENTIAL ELIGIBILITY CRITERIA

1. The Bidder should have been operational for least five years.
2. The Bidder should have a Registration with Provident Fund and ESIC and Service Tax.
3. The Bidder should have minimum turnover of Rs.1 crore Per Annum.

B. PRE-QUALIFICATION CRITERIA

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details</th>
<th>Max. Marks</th>
<th>Marks Obtained</th>
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<tbody>
<tr>
<td>1.</td>
<td>Number of years of experience in the field of security Services</td>
<td>10</td>
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<tr>
<td></td>
<td>(0.5 marks for each year of experience)</td>
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<tr>
<td>2.</td>
<td>No. of companies/Institutes/organization where manpower deployed in the</td>
<td>05</td>
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<tr>
<td></td>
<td>last two years.</td>
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<tr>
<td></td>
<td>2013-14</td>
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<td></td>
<td>2014-15</td>
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<td></td>
<td>(0.5 marks for each Institution where manpower deployed in last 2 years, subject to a maximum of 5 marks)</td>
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<td>3.</td>
<td>Turnover in the last two years</td>
<td>10</td>
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<tr>
<td></td>
<td>2013-14</td>
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<td></td>
<td>2014-15</td>
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<td></td>
<td>(Less than Rs.1.00 crore 0 marks, Rs.1 crore 2 marks, 2 crore 50 Lacs 10 marks for other turnover proportionate marks will be given for average turnover of last 2 years)</td>
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<td>4.</td>
<td>Amount of Provident Fund deposited for the month of March,2015</td>
<td>05</td>
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<td>(Maximum 5 marks for Rs.2.5 lacs and proportionate for lower amount)</td>
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<tr>
<td>5.</td>
<td>Amount of ESI Contribution amount deposited for the month of March,2015</td>
<td>05</td>
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<td></td>
<td>(Maximum 5 marks for Rs.50,000/- and Proportionate for lower amount)</td>
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<tr>
<td>6.</td>
<td>Amount of Service Tax Deposited for the Month of March, 2015</td>
<td>05</td>
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<td></td>
<td>(Maximum 5 marks for 1.5 Lacs and proportionate for lower amount)</td>
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<td>7.</td>
<td>Services provided to various Government/Non-Government Organizations, etc (Maximum 5 marks for 2500no. of average manpower deployed in last 2 years, proportionate marks for lower manpower)</td>
<td>05</td>
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<td>8.</td>
<td>Number of offices in Madhya Pradesh</td>
<td>05</td>
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<td>(1 mark for 1 office in Madhya Pradesh)</td>
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**TOTAL 50**
Note:

1. DOCUMENTARY PROOF TO BE ATTACHED FOR ALL THE PARAMETERS OF EVALUATION.
2. Experience in the field of Security services will be considered on the basis of ESI registration date.
3. Turnover will be considered on submission of full set of audited Accounts or certificate from CA for the years.
4. Photocopy of the certificate from the employer is to be submitted as proof for counting number of Institutions where Bidder has deployed its manpower.
5. Photocopy of the challans of PF, ESI, and Service Tax to be submitted for the month of March 2015 as evidence.
6. Photocopy of the work orders and certificate from employers are to be enclosed as proof to count no. of Government/Non-Government Organizations, etc.
7. Office address of the Head office and Branches are to be given to count number of branches.
BID EVALUATION CRITERIA

1. On opening the Bids shall be examined whether the EMD is in order and the Bidder meets the minimum essential eligibility criteria as specified at Page No.02

2. Subsequently, the Bids will be evaluated on the basis of the Pre-Qualification criteria given above and marks awarded against each parameter.

3. Those bidders whose EMD is in order and meet the essential eligibility criteria shall be considered for opening of Financial Bid.

4. The Financial Bids will be examined and any bidder quoting lower than minimum specified service charge (4% of basic wages) shall be disqualified.

The tender will be evaluated on QCBS (Quality cum cost basis selection) system.

There will be a weightage of 50% on the pre-qualification bid and 50% on the Financial Bid.

The marks obtained against the Pre-qualification criteria shall be considered as the marks for pre-qualification Bid.

The weightage for Financial Bid will be calculated as follows:

The lowest bidder will be awarded 50 marks. The other bidders will be awarded weightage as per the following formula:

Financial Bid weightage = (Rate quoted by the lowest bidder / Rate quoted by the bidder under consideration) x 50

For example if the lowest bidder has quoted a rate of 4% and bidder X has quoted 5% then the Financial Bid weightage of the bidder X will be (4/5x50) = 40

The final score of the bid will be sum of technical bid weightage and financial bid weightage.

The Bidder getting the highest score will be considered as the successful bidder for award of contract.
TERMS AND CONDITIONS

1. EMD of unsuccessful bidders shall be returned after the award of the contract. The EMD of successful bidder shall be converted into Performance Security and refunded on expiry of the contract. No interest shall be paid on the EMD/Performance Security.

2. Following procedures shall be adopted in case of difference in quoted rates in figures and words and extensions.
   a. Where there is difference between rates in figures and in words, the rates quoted in words shall be considered as correct.
   b. Where the amount of an item is not worked out or it does not correspond to the rate either in figure or in words, the rates quoted in words shall be considered, as correct and necessary calculation shall be made.
   c. Where the rates quoted by the Bidder in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the Bidder shall be considered as correct and amount shall be corrected accordingly.

3. The contract shall generally be awarded to the lowest bidder as per the Bid Evaluation criteria complying with statutory norms. However M.P.S.E.D.C. does not bind itself to accept the lowest or any other offer and reserves the right to accept or reject any or all the offers either in full or in part without assigning any reason and is not bound to accept the lowest bid since due weight-age shall be given to several factors besides the commercial bid.

4. Wages as per the Minimum Wages Act shall be payable. Since, the wages are variable in nature, and would be made applicable as per the circular issued by the competent authority to this effect from time to time and the Bidder should submit a copy of the Circular while claiming the increased wages as per the circular.

5. If the awarded bidder fails to accept the contract, the EMD amount will be forfeited and the second lowest in the list of selected agencies shall be given the opportunity for the contract.

6. The successful bidder has to enter into an agreement as per the draft agreement enclosed at Annexure – I to establish and maintain a system of strict Security control and discipline for smooth functioning for a period of three years within 10 days of receipt of receipt of the order.

7. The successful bidder shall undertake overall security arrangements of offices of MPSEDC at Bhopal, Indore & Gwalior and any other offices as directed by MPSEDC.

8. The successful bidder shall make arrangement for deployment of only fit & healthy security guards, initially 09 Security Guard and 01 Supervisor at Bhopal, 09 Security Guards at Indore, & 07 Security Guards and 02 Gun Men at Gwalior.

Further, a total number of 18 Un-Skilled staff at Bhopal, Indore and Gwalior and 03 Drivers. The bidder may be required to increase/ decrease the numbers as per the requirement from time to time. They shall undertake all reasonable steps within their
physical capabilities to prevent theft, fire pilferage destruction by mobs, employees, labours, Community riots etc. and will perform their duties as per the direction/instruction/orders laid down by Dy. Chief General Manager (P&A), MPSEDC, Bhopal.

The Housekeeping Staff shall be deployed at different locations and perform their duties as per instructions by Dy. Chief General Manager (P & A) from time to time. The bidder shall get an approval from MPSEDC before deploying any staff.

In addition to the Security and un-Skilled Man-Power, the bidder may be required to provide other Man-Power, such as Data Entry Operators, Stenographers (Hindi/English), Computer Programmers, Receptionists, Accountants etc. Initially 25 such Man-Power shall be deployed. The salaries payable to such Man-Power shall be as per mutual agreement between MPSEDC and the Bidder. The bidder shall be entitled to the quoted service charge on all such manpower provided. This Man-Power of the Bidder shall be entitled for 15 days leave in a year.

9. The bidder shall be fully responsible for discipline and turnout of their security/housekeeping personnel during their duty hours consisting of 8 hours per shift or given at specified time and notified places as and when required.

10. The bidder as per the instructions/directions received from the MPSEDC from time to time will undertake search of all employees of the MPSEDC, visitors entering the above premises and contractual labourers working in the establishment while entering in and leaving out of the MPSEDC premises.

11. The bidder shall ensure that no inward/outward material movements takes place from MPSEDC premises without proper documents and papers found completed in every respect and signed by authorized signatory of MPSEDC which shall be communicated to the bidder, from time to time.

12. MPSEDC shall undertake verifications/surprise checks of all the Security/Housekeeping Personnel deployed by the bidder for ensuring the presence of Security Personal on duty, their performance maintenance of records etc. without any prior notice. The observations of these surprise/verification/checks will be communicated to the bidder verbally or in writing for remedial measures, if required. The bidder will ensure that adequate measures on the observation of surprise checks have been taken accordingly and immediately.

13. The Security Personnel provided by the bidder shall be the employees of the Bidder and shall not have any right whatsoever to claim the employment in MPSEDC in any form either during or after the currency of this agreement.

14. In the event of any loss and damage caused to the properties of the MPSEDC due to the negligence of the security personnel, the Bidder shall be solely responsible to repay the loss/damage accordingly.

15. The MPSEDC will not be responsible for any injury sustained to the (Security Staff/Housekeeping staff of the Bidder during the performance of their duties and also for any damages or compensation due to any dispute between the Bidder and their Security/Housekeeping personnel. To comply with all liabilities arising out of any
provision of Labour Law/ enactment hitherto in force or enacted from time to time during the execution of this contract, shall be the entire responsibility of the Bidder.

16. The Bidder shall be responsible for compliance of all statutory obligations under Contract Labour (Regulations & Abolitions) Act, Minimum Wages Act, Service Tax Act and Payments of wages Act. etc. and also be responsible for payment of employee’s contribution under E.P.F. and ESI Act. etc. in respect of staff deployed for MPSEDC duties.

17. All bills concerning security and housekeeping payments shall be put up by the Bidder to Dy. Chief General Manager (P&A) for his verification and then only it shall be further processed and forwarded by P&A to Accounts Department for the payment of these bills.

18. Pattern of uniform for security Personnel shall be the standard Pattern of the Bidder and the Bidder has to arrange the uniform on its own expenses.

19. The Bidder shall not at any time during the currency of this agreement sub-contract the job entrusted to them for performance to any other party.

20. No food and transport and any other amenity in the nature of perks will be provided by MPSEDC for the security/housekeeping personnel.

21. The Bidder shall affect Insurance at their own cost for their personal and properties belonging to them, MPSEDC shall not be responsible for any damage/loss of any nature whatsoever.

22. The Bidder shall be responsible for maintenance of proper records for incoming and outgoing vehicles, visitors, employees, materials and properties of the company and prescribed formats, which will be provided by the MPSEDC.

23. All the Security/Housekeeping Personnel will have to submit a Bio-Data and recent passport size photograph, at the expenses of the Bidder to the Dy. Chief General Manager (P&A) of the MPSEDC for office records.

24. The Bidder shall produce all the records to Dy. Chief General Manager (P&A) as and when required or called for, for verification and inspection purpose.

25. In the event of dispute arising out of this agreement, the Managing Director, MPSEDC, shall be the sole Arbitrator and his decision shall be final and binding on both the parties.

26. The bidders are required to quote only service charges on basic wages in the Financial Bid. Employer’s contribution towards service tax, Employer’s Contribution to provident Fund, Employees’ State Insurance Act along with statuary administrative charges shall be paid by the Corporation on submission of bills.

27. The wages need to be paid by the bidder to the security guards and housekeeping staff at par with the amount claimed from the corporation (MPSEDC) by 7th of the following month positively irrespective of actual payment of the bills by MPSEDC. In case the Bidder fails to make payments as above, a penalty of Rs.20/- per person per day shall be imposed and deducted from the amount payable to Bidder for that Month.
28. The Bidder shall not be allowed to deploy one person for more than 26 duties in a month. In case, the Bidder is found to deploy one-person more than 26 duties, it will be a sufficient reason for cancellation of Contract and forfeiture of performance Security.

29. The Bidder is required to OPEN SEPARATE PF Account for its employees deployed in MPSEDC exclusively. The Bidder shall be responsible for depositing provident fund, ESI Contribution and other statutory charges payable and shall attach documentary proof of having deposited the same along with the bill of next month. The amount deposited against these liabilities should be deposited on a separate challan only for Manpower deployed in MPSEDC. The amount deposited should exactly match the amount deducted from the salary of employees and amount paid by MPSEDC towards such liabilities, non-compliance of this condition will be a sufficient ground for cancellation of contract and forfeiture of performance security.

30. The Bidder is required to arrange copies of PF Slips of its employees by September of the following year to enable its employees deployed in MPSEDC to tally their PF accumulations.

31. The Bidder is required to submit true copies returns of the returns PF, ESI every year within expiry of one month of the statutory for filing the returns.

32. The minimum service charge to be quoted by the Bidder shall be 4% of basic wages. In case any Bidder quotes less than 4% as Service Charges in the Financial Bid the same will be summarily rejected.

33. No Bidder shall contact on its own, the Competent Authority on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded.

Any effort on part of a Bidder to influence the Competent Authority or members or Technical/Monitoring committee, in the decision making of bid evaluation; bid comparison or award of contract may result in rejection of the bidder's bid.

34. This agreement can be terminated by either side by giving one-month notice without assigning any reason whatsoever.

35. The scope of the work and/or tenure of the contract shall be valid for a period of three years which can be enhanced on mutual consent for a further period of two years.

36. Any future Corrigendum/Information shall be posted only on our website

37. OUR HELPLINE No.18002588684
## FINANCIAL BID

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
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<tr>
<td>Service charges for security, Housekeeping and allied staff as per terms and conditions given in the Tender Document</td>
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(Name & Signature of the Bidder with Seal)
ANNEXURE –I

AGREEMENT

SECURITY & HOUSEKEEPING SERVICES

1. This agreement is made on___________ between _________ an Industrial Security and organization providing Industrial security and housekeeping personnel to various establishments and Industrial units, having its registered office at______________(hereinafter referred as "Agency") which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns of the first part.

2. M.P. State Electronics Development Corporation Ltd., incorporated under the Companies Act 1956 and having its registered office at State IT Centre, 47- Â’ Arera Hills, Bhopal (hereinafter referred as MPSEDC which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns of the second part represented by Dy. Chief General Manager (P&A) of the Corporation.

3. ________, the Agency having sufficient experience in undertaking and maintaining a security Force & Housekeeping services for the use of Industrial Establishments, Offices, Units and Institutions and is desirous of extending its services to MPSEDC and its various offices, residences of Executives for their use in the units.

4. MPSEDC having its offices at Bhopal and Indore is desirous of availing services of the Agency for efficient Security and Housekeeping arrangements in their establishments, residences of their Executives, offices including the plants machineries, vehicles, buildings, materials employees etc., and to exercise strict control and vigilance over the incoming and outgoing materials, movement of Cash Box, machineries, office stationeries, miscellaneous materials, visitors and other properties whatsoever or otherwise.

5. Both the parties have agreed to enter into an agreement to establish and maintain a system of strict Security control and discipline for smooth functioning in the offices/residences w.e.f.___________ for a period of three years.

6. Agency shall undertake overall security arrangements of the MPSEDC offices and residences/bungalows specified to them by MPSEDC (in writing from time to time).

7. The Agency shall deploy only fit & healthy as Security guards. They all shall undertake all reasonable steps within their physical capabilities to prevent theft, fire pilferage destruction by mobs, employees, labours, Community riots etc. and will perform their duties as per the direction/instruction/orders laid down by Dy. Chief General Manager (P&A) MPSEDC, Bhopal.
8. Agency, shall be fully responsible for discipline and turnout of their security/housekeeping personnel during their duty hours or given at specified time and notified places as and when required.

9. Agency, as per the instructions/directions received from MPSEDC from time to time will undertake search of all employees of MPSEDC, visitors entering the above premises and contractual labourers working in the establishment while entering in and leaving out of MPSEDC premises.

10. Agency, shall ensure that no inward/outward material movements takes place from MPSEDC premises without proper documents, papers and found completed in every respect and signed by authorised signatory which shall be communicated to Security Service Agency, Bhopal from time to time.

11. MPSEDC shall undertake verification of all the Security/Housekeeping Personnel deployed by Agency, carry out surprise checking of Security Personnel on duty, their performance, maintenance of records etc. Without any prior notice. The observations of this surprise/verification/checks will be communicated to Agency, verbally or in writing for remedial measures, if required. Agency will ensure that adequate measures on the observation of surprise checks have been taken accordingly and immediately.

12. Within 24 hours of receipt of the requisition from MPSEDC, Agency shall provide additional security / housing personnel as and when required by MPSEDC at the rates as per Minimum Wages Act or as agreed between Agency and MPSEDC. Any revision in Minimum Wage Rate, shall be borne by MPSEDC.

13. Agency is required to pay the wages to its employees by 7th of every month and in case the seventh day is a holiday, the payment should be made by the next working day. In case the Agency fails to make payments as above, a penalty of Rs.20/- per person per day shall be imposed and deducted from the amount payable to the Agency for that month.

14. The Security Personnel provided by the Agency shall be the employees of the Agency and shall not have any right whatsoever to claim the employment in MPSEDC in any form either during or after the currency of this agreement.

15. Agency shall ensure that at all times that the security/Housekeeping personnel, who are posted to work do not divulge any information pertaining to the business/affairs of the MPSEDC and any other Information governed by the Official Secrets Act, 1938 to any one during and after the currency of the agreement.

16. In the event of any loss and damage caused to the properties of the MPSEDC due to the negligence of the security personnel, Agency shall be solely responsible to repay the loss/damage accordingly.

17. The MPSEDC will not be responsible for any injury sustained by the Agency, (Security Staff during the performance of their duties and also for any damages or compensation due to any dispute between Agency and their security personnel. To comply with all liabilities arising out of any provision of Labour Laws/ enactment
hitherto in force or enacted from time to time during the execution of this contract, shall be the entire responsibility of the Security Service Agency, Bhopal.

18. Agency shall be responsible for compliance of all statutory obligations under Contract Labour (Regulations & Abolitions) Act, Minimum Wages Act, and payments of wages Act and also be responsible for payment of employee’s contribution under E.P.F. and ESI Act. etc. in respect of staff deployed for MPSEDC duties.

19. Any Security staff of Agency, found misfit or indulging into indiscipline Act or found medically unfit shall be immediately removed henceforth and immediate replacement accordingly shall be made by Agency, at the same time at no extra cost.

20. Agency shall not increase or decrease the total number of security/ housekeeping personnel without the prior approval of the Authorised Officer of MPSEDC.

21. All Security Personnel of Agency shall be in possession of Identity Card worn on their uniform while conducting their duty. All bills concerning security and housekeeping payments shall be put up by the Agency, for his verification and then only it shall be further processed by P&A and forwarded to Accounts Department for the payment of these bills at Bhopal.

22. Pattern of uniform for Security Personnel shall be the standard Pattern of the Agency.

23. Agency, shall not at any time during the currency of this agreement subcontract the job entrusted to them for due performance under this agreement to any other party.

24. MPSEDC and Agency shall ensure that their employees do not interact with each other directly in the notified area or outside so as to avoid any possibilities or establishing of contact with each other, which may contravene the provisions of the officials Secrets Act, 1938.

25. No food and transport and any other amenity in the nature of perks will be provided by MPSEDC for the security/housekeeping personnel provided by the Agency.

26. Security/Housekeeping Personnel provided by the Agency, to MPSEDC shall not in any way indulge themselves or take part in any way in activities of any trade union, and non-compliance of this provision, shall render the agreement terminable with immediate effect at the discretion of MPSEDC.

27. Agency, shall affect Insurance at their own cost for their personnel and properties belonging to them, MPSEDC shall not be responsible for any damage/loss of any nature whatsoever.

28. Agency, shall be responsible for maintenance of proper records for incoming and outgoing vehicles, visitors, employees, materials and properties of MPSEDC in the prescribed formats which will be provided by MPSEDC.

29. The Agency shall not be allowed to deploy one person for more than 26 duties in a month. In case, the agency is found to deploy one-person more than 26 duties, it will be a sufficient reason for cancellation of Contract and forfeiture of Performance Security.
30. Office staffs like Data Entry Operators, Stenographers, Computer Programmers, Receptionists, Accountants, are entitled for 15 days leaves in a year.

31. The Agency shall be responsible for depositing Provident Fund, ESI Contribution and other statutory charges payable and shall attach documentary proof of having deposited the same along with the bill of next month. The amount deposited against these liabilities should be deposited on a separate challan only for manpower deployed for MPSEDC. The amount deposited should exactly match the amount deducted from the Salaries of the employees deployed in the Corporation and the amount paid by MPSEDC towards such liabilities. Non-compliance of this condition will be a sufficient reason for cancellation of Contract and forfeiture of Performance Security.

32. All the Security/Housekeeping Personnel shall submit Bio-data and recent passport size photograph and medical fitness certificate at the expenses of the Agency, to the Dy. Chief General Manager (P&A) of the MPSEDC for records.

33. Agency shall produce all the records to Dy. Chief General Manager (P&A) as and when required or called for, for his verification.

34. The tender document is an integral part of the agreement.

35. This agreement can be terminated by either side by giving one-month notice.

36. In the event of dispute arising out of this agreement, the Managing Director, MPSEDC, shall be the sole Arbitrator and his decision shall be final and binding on both the parties.

37. The scope of the work and/or tenure of the contract shall be valid for a period of three years which can be enhanced on mutual consent for a further period of two years.

In witness there of the parties here into have affixed their signature on their behalf and through their authorised representative on this ________________

For and on behalf of Agency

For and on behalf of MPSEDC

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