

Government of Odisha
Home Department

Tender Notice


HOME-BE-APMT1-0169-2017/ 44933, Bhubaneswar, Dated 22.11.2017

Sealed Tenders are invited from reputed Service Provider Agencies for outsourcing of services of Odisha Bhawan, Vashi, Navi Mumbai (Reception with attendant service, Housekeeping, Room Services, Sweeping & cleaning, Garden maintenance & Supervision of maintenance of Lobby/MP Hall/Terrace) for a period of two years with effect from the date of signing of the agreement on contract basis for maintenance of Odisha Bhawan, Plot No.5, Sector 30/A, Vashi, Navi Mumbai-400703.

The detailed information for outsourcing the services of the aforesaid works has been given in the tender document which may either be downloaded from the website www.homeodisha.gov.in or by personal contact from the O.S.D, Odisha Bhawan, Plot No.5, Sector 30/A, Vashi, Navi Mumbai-400703 on any working day from 28.11.2017 to 18.12.2017 between 11AM to 4 PM. (Telephone No.022-27813372/27813374)

The tender document will be received only through speed post/registered post during office hour. The last date and time for submission of Tender Documents is 18.12.2017 by 5 PM.

The office shall not be responsible for any kind of postal delay.


21/11/17
Under Secretary to Government

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**GOVERNMENT OF ODISHA
HOME DEPARTMENT**

HOME-BE-APMT1-0169-2017/ 44934 /BE, Bhubaneswar, Dated. 22.11.2017


TENDER DOCUMENTS

Contract for outsourcing of services (Reception with attendant service, Housekeeping, Room Services, Sweeping & cleaning and Garden maintenance) of the Odisha Bhawan, Plot No.5, Sector 30/A, Vashi, Navi Mumbai-400703 under Home Department by a Service provider.

a)	Period of issue of Tender Documents	:	From 28.11.2017 to 18.12.2017 up to 4 P.M.
b)	Last date & time for submission of tender Documents.	:	18.12.2017 by 5 P.M.
c)	Place of submission of completed Tender Documents.	:	Office of the Assistant Resident Commissioner-cum-Manager, Odisha Bhwan, Plot No.5, Sector 30/A, Vashi, Navi Mumbai- 400703 (Contact No- 022-27813372/27813374)
d)	Place, date & time for opening of Technical Bids	:	Office of the Assistant Resident Commissioner- cum- Manager, Odisha Bhwan, Plot No.5, Sector 30/A, Vashi, Navi Mumbai- 400703 (Contact No- 022-27813372/27813374) On 20.12.2017 at 11AM
e)	Place, date & time for opening of Financial Bids of eligible Bidders	:	Office of the Additional Secretary, Home (Bhawan Establishment) Department, Government of Odisha, Odisha Secretariat, Bhubaneswar-751001. On 26.12.2017 at 12 Noon

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Under Secretary to Government

Scope of work and general instructions for bidders

1. The Odisha Bhawan ,Plot No.5,Sector-30/A,Vashi,Navi Mumbai- 400703, under Government of Odisha, Home Department requires the outsourcing of services (**Reception with attendant service, Housekeeping, Room Services, Sweeping and cleaning ,Garden maintenance & Supervision of maintenance of Lobby/MP Hall/Terrace)** for smooth functioning of Odisha Bhawan , PlotNo.5, Sector-30/A,Vashi, Navi Mumbai- 400703.
2. The contract for providing the aforesaid services is likely to commence from date 01.01.2018 and would continue till date 31.12.2019. The period of the contract may further be extended beyond date 31.12.2019 provided the requirement of services persists at that time or may be curtailed / terminated before date 31.12.2019 owing to deficiency in service or substandard quality of service provided by the selected service provider or because of change in Odisha Bhawan requirements. The Home (Bhawan Establishment) Department reserves the right to terminate the contract at any time after giving one month notice to the selected service provider.
3. The Odisha Bhawan, Navi Mumbai intends to outsource the services namely
 - a) Reception with attendant service of 3(three) persons.
 - b) Housekeeping and Room services of 7(seven)persons.
 - c) Sweeping and cleaning services of 6(six)persons
 - d) Garden maintenance service of 1(one) person.
 - e) Maintenance of Lobby/Office /Terrace (service of 1(one)person)
4. The estimated cost of the contract is to be quoted by the bidder.
5. The interested Service providing agencies may send the Tender Document complete in all respect along with Earnest Money Deposit i.e.@ 0. 5% of the Tender Value and other requisite documents so as to reach the office of the Assistant Resident Commissioner – Cum-Manager , Odisha Bhawan, Plot No -5 , Sector 30/A , Vashi , Navi Mumbai-400703 by 5PM of date 18.12.2017.
6. The various dates relating to “ Tender for providing services to the Odisha Bhawan, Plot No – 5 , Sector 30/A , Vashi , Navi Mumbai-400703, under Home Department, Govt. of Odisha is given below.



a)	Period of issue of Tender Documents	:	from 28.11.2017 to 18.12.2017 up to 4PM
b)	Last date & time for submission of tender Documents.	:	18.12.2017. by 5PM
c)	Place of submission of completed Tender Documents.	:	Office of the Assistant Resident Commissioner-cum-Manager, Odisha Bhwan, Plot No.5, Sector 30/A, Vashi, Navi Mumbai- 400703 (Contact No- 022-27813372/27813374)
	Place, date & time for opening of Technical Bids	:	Office of the Assistant Resident Commissioner- cum- Manager, Odisha Bhwan, Plot No.5, Sector-30/A, Vashi, Navi Mumbai-400703 (Contact No- 022-27813372/27813374 On 20.12.2017 at 11AM
	Place, date & time for opening of Financial Bids of eligible Bidders :	:	Office of the Additional Secretary, Home (Bhawan Establishment) Department, Government of Odisha, Odisha Secretariat, Bhubaneswar-751001 . On 26.12.2017 at 12Noon

7. The tender has been invited under two bid systems i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit two separate sealed envelopes superscribing-

“Technical Bid for providing services to Odisha Bhawan, Plot No – 5 , Sector 30/A , Vashi , Navi Mumbai-400703,” and “Financial Bid for providing services to Odisha Bhawan, Plot No – 5 , Sector 30/A , Vashi , Navi Mumbai-400703. Both sealed envelopes should be kept in a third sealed envelope super scribing “ tender for providing Services to Odisha Bhawan, Plot No -5 , Sector 30/A , Vashi , Navi Mumbai-400703”

8. The E.M.D. @0.5% of the Tender value refundable (without interest) should be necessarily accompanied with the technical bid of the service provider in the form of Demand Draft/Pay Order drawn in favour of the D.D.O.- cum -Under Secretary to Govt., Home Department, Govt. of Odisha ,Odisha Secretariat, Bhubaneswar-751001 failing which the tender shall be summarily rejected.



9. The successful Bidder will have to deposit a performance security deposit equivalent to one month of service charges in the form of bank guarantee from any Nationalized Bank drawn in favour of the D.D.O -cum -Under Secretary to Govt., Home Department , Govt. of Odisha, ,Odisha Secretariat, Bhubaneswar-751001 covering the period of contract. In case the contract is further extended beyond the initial period, the bank guarantee will have to be renewed by the successful tenderer.
10. The tendering service providers are required to enclose self signed photocopies of the following documents **indicating the page number** along with the Technical Bid, failing which their Bids shall be summarily/ out rightly rejected and will not be considered any further :-
 - a. Registration Certificate of the applicant organization.
 - b. Copy of the PAN / GIR Card.
 - c. Copy of the IT Return filed for the last 3 financial years.
 - d. Copy of EPF and ESI Certificates.
 - e. Copy of the GST Registration Certificate.
 - f. Certified extracts of the Bank Account of any Nationalized Bank containing transactions during last six months.
11. The conditional bids shall not be considered and will be out rightly rejected in very first instance
12. 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 the financial bid form. In such cases, the tender shall be summarily rejected. However, the cutting, if any, in the technical bid application must be initialled by the person authorized to sign the tender bids.
13. The Technical Bids shall be opened on the scheduled date and time in the Office of the ARC-Cum-Manager, Odisha Bhawan, Plot No.5, Sector-30A, Vashi, Navi Mumbai-400703 in the presence of the representatives of service providers, if any, who wish to be present on the spot at that time.
14. The Financial Bid of only those tenderers will be opened whose technical bids are found in order. The qualified bidders will be intimated separately by e.mail/Fax/Telephone/Post. The Financial bids shall be opened on the scheduled date and time in the office room of the Additional Secretary to Govt., Home (Bhawan Establishment) Department, Govt. of Odisha, Odisha Secretariat, Bhubaneswar-751001 in the presence of the representatives of service providers, if any, who wish to be present on the spot at that time.
15. The competent authority of the Home Department, Govt. of Odisha reserves the right to cancel all bids without assigning any reason thereof.



TECHNICAL REQUIREMENTS FOR THE TENDERING SERVICE PROVIDER.

1. The tendering service provider should full fill the following technical specifications:-
 - (a) The registered office or one of the branch offices of the service provider should be located within the jurisdiction of Municipal Corporation, Mumbai. The service provider should provide the name, designation and contact number of the person to liaison with the Odisha Bhawan.
 - (b) They should be registered with the appropriate registering authority.
 - (c) They should have at least **two years** experience in providing services to Government Departments/ public Sector Companies/ Banks etc.
 - (d) They should have their own Bank Account in any Nationalized Bank.
 - (e) They should be registered with Income Tax and Service Tax Departments.
 - (f) They should be registered with appropriate authorities under Employees' Provident Fund and Employees' State Insurance Acts.
 - (g) They should have regulatory clearance from the Labour Department .
 - (h) Minimum Turn Over requirement per annum is **Rs. 25 lakh.**



TECHNICAL REQUIREMENTS FOR PROVIDING SERVICES TO THE ODISHA BHAWAN, NAVI MUMBAI UNDER HOME DEPARTMENT, GOVERNMENT OF ODISHA.

1. Persons to be engaged by the Service Provider should be above 18 years of age and not exceeding 40 years and physically sound to perform the duties.
2. Persons to be engaged by the Service Provider should be fluent in Hindi or English. In addition, preference should be given to Odia speaking persons with Hindi/ English.
3. The persons to perform Reception duty should be at least graduate in any discipline.
4. The person to perform Housekeeping/ Room service should be at least 10th pass.
5. The persons to be engaged by the Service Provider should be in proper uniform as prescribed by the Odisha Bhawan, Navi Mumbai Establishment.



APPLICATION- TECHNICAL BID

For Providing Services to Odisha Bhawan, Vashi, Navi Mumbai under Government of Odisha, Home Department.

1. Name of Tendering Service Provider :
2. Details of Earnest Money Deposit : D.D. No...../ Date.....
Of Rs.....drawn on Bank.....
3. Name of proprietor / partner/ Director :
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, Address & Telephone No. of Authorised Officer/ Person to liaise with Odisha Bhawan, Navi Mumbai & Home Department, Government of Odisha, Bhubaneswar.

- 7 Banker of the Service Provider (Attach :
certified copy of statement of A/C for the
last three years)
Address and Telephone No. of Banker.
- 8 PAN/GIR No.(Attach attested Copy)
- 9 GST Registration No. :
(Attach attested Copy)
- 10 E.P.F Registration No Attach attested :
Copy)
- 11 E.S.I. Registration No. :
(Attach attested Copy)
- 12 Financial turn over of the tendering Service Provider for the last 3 financial years

Financial Year	Amount (Rs. In lacs)	Remarks, if any
2014-2015		
2015-2016		
2016-2017		

- 13 Additional information -Copy of Registration / license of the Labour Department, Government of Maharashtra for providing services must be enclosed.

(Attach separate sheet, if space provided is insufficient)

All documents enclosed must be signed and sealed by the authorized person.

14. Give details of the major similar contracts handled by the tendering Service Provider during the last three years in the following format.

(If the space provided is insufficient a separate sheet may be attached)

Sl No	Name of the client / address / Telephone & Fax No.	Type of service provided	Amount of Service contract (Rs. In lakh)	Duration of contract	
				From	To

15. Additional information- Attach proof of the above documents in separate sheet.

Signature of Authorized person

Name:

Seal

Date:

Place:

DECLARATION

1. I, ----- Son/ Daughter/ Wife of Shri -----
Proprietor/Partner/Director/ authorized signatory of the Service Provider mentioned above
and competent to sign this declaration and execute this tender document;
2. I have carefully read and understood 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

Full Name:

Seal:

**APPLICATION – FINANCIAL BID
FOR PROVIDING ASSISTANCE TO THE ODISHA BHWAN, VASHI, NAVI MUMBAI**

1. Name of tendering Service Provider :
2. Rate per service per month shall be inclusive of all statutory liabilities, taxes, levies, Cess etc excluding service tax.

Monthly Rate for services

Sl. No.	Service Type	Service requirement	Service charges per Month (In Rs.)
1	2		3
1	Reception with attendant service	Round the clock	
2	Housekeeping & Room service	Campus area of 2761 sq meter consisting of 24 double bedded rooms,4 VIP suites and 3 dormitories,(6 bedded each)and one Conference Hall with podium.	
3	Sweeping and cleaning		
4	Garden maintenance	Watering the flower plants, indoor plants and trees.	
5	Maintenance of Lobby/ Office /Terrace	Supervision of maintenance of Lobby/Office/Terrace.	
	Total		

Signature of Authorized person

Name

Seal

Date :

Place

Notes:

1. The total rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract excluding service tax.
2. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been actually performed.
3. The rates quoted shall be firm & fixed for the period of contract. No escalation shall be allowed under any circumstances.

AGREEMENT

This Agreement is made on this.....day of 2018 between the Governor of Odisha represented by.....hereinafter 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.....hereinafter called the “Service Provider” which expression shall, where the context so required 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 where as the “Authority” has finalised 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 services in the **Odisha Bhawan, Vashi, Navi Mumbai** 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 up to.....

4/2

3

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 Officer

Signature of the Authority

**Authorized to sign on
behalf of Service Provider**

**An officer acting in the
premises for and on behalf of
the Governor of Odisha**

In the presence of witness:-

Witness

Witness

1. Name.....

1. Name.....

Address.....

Address

2. Name.....

2. Name.....

Address.....

Address.....

.....

.....

GENERAL TERMS & CONDITION

1. The Odisha Bhawan Navi Mumbai is comprising of area of 0.68 acre (2761 sq Meter) and has 24 double bedded rooms, 4 VIP suites and 3 dormitories (6 bedded each), one Conference Hall and Podium. The average room occupancy is expected to be 50% to 60% but occasionally it exceeds 90 %. The Odisha Bhawan, Vashi, Navi Mumbai, at present, has requirement of services of **Reception with attendant service, Housekeeping, Room Services, Sweeping and cleaning, Garden maintenance & Supervision of maintenance of Lobby/Office/Terrace.** The following services are to be rendered by the Service Provider.

(i) **Reception with attendant service-**

- (1) To receive the telephone calls at the Reception Counter round the clock.
- (2) Maintenance of all connected records at the Reception Counter.
- (3) To ensure check in and check out of the guests in time.
- (4) To send the luggage of the guests to the guest rooms through the attendant at the time of check in and check out.
- (5) To assist the Manager in receiving the guests at the Reception Counter.
- (6) To ensure collection of dues from the guests and depositing the same with the Manager.

(ii) **Housekeeping and Room service-**

- (1) To ensure up keeping of interior furnishing of all rooms, Conference Hall etc. and other ancillary rooms.
- (2) To keep the rooms in readiness before arrival of the guests
- (3) To ensure cleaning of rooms and toilets
- (4) To report before the Manager about maintenance required, if any, of rooms in respect of PH, Electrical and furniture etc in time.
- (5) To report before the Reception Counter whether all assets/furniture are in order or not at the time of departure of the guests.
- (7) To supply tea/coffee and water bottle as per the requirement of the guests
- (8) To supply breakfast, lunch and dinner to the guests on instruction of the Manager.

Requirement of service.

6 A.M to 2 P.M	Three Floors	Three Persons
2 P.M to 10 P.M	Three Floors	Three Persons
10 P.M to 6 A.M		one Person night duty

(iii) **Sweeping and cleaning-**

- (1) Sweeping and cleaning the rooms, Toilets, Varanda and premises of the Odisha Bhawan at least twice in a day at 8 A.M. and 4 P.M. and more numbers if required.
- (2) Cleaning of rooms and toilets after each check out.

- (3) Floor cleaning materials i.e. Phenyl / Harpick/Dettol etc to be used in cleaning of the toilets and floors are to be supplied by the Service Provider.
- (4) Dettol mixed water to be used while wiping the floors, rooms, Canteen etc twice a day.
- (5) Dusting of rooms , furniture, glass windows etc should be ensured at the time of cleaning of the rooms.

Requirement of service.

6 A.M to 2 P.M	For patient rooms in three floors	Three sweepers
6 A.M to 2 P.M	For ground floor & first floor	One sweeper
2 P.M to 10 P.M	For ground floor & first floor	One sweeper
10 P.M to 6 A.M	For ground floor & first floor	One sweeper

(iv) **Garden maintenance-**

- (1) Watering the flower plants, indoor plants and trees in the premises of Odisha Bhawan.
- (2) To maintain the flower plants, indoor plants and trees.

(v) **Maintenance of Lobby/Office/Terrace**

- (1) To supervise maintenance of Lobby/Office/Terrace.

2. The Agreement shall be in force from the date of signing and shall continue for two years 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.

3. The Agreement shall automatically expire after completion of the agreement period unless extended further by the mutual consent of the Service Provider and the Authority.

4. The Agreement may be extended on the same terms and conditions or with some additions/ deletions/ modifications, for a further specific 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 agency or organization by whatever name be called without the prior written consent of the Authority.

6. 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 furnished by Service Provider 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 termination of the Agreement.

7. The Authority reserves the right to terminate the Agreement during the period of contract after giving one month notice to the Service Provider.

8. The persons deployed shall be required to report for work as per the duty allotted by the Manager /such other Officer as may have been kept in charge of the Odisha Bhawan Navi Mumbai.

9. The Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the A.R.C-Cum-Manager, Odisha Bhawan, Plot No5, Sector -30/A, Vashi, Navi Mumbai so that optional services of the persons deployed could be availed without any disruption.

10. The entire financial liability in respect of the personnel deployed for providing services in Odisha Bhawan, Navi Mumbai shall be that of the Service provider and the office concerned will in no way be liable.
11. For all intents and purposes, the Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of persons so deployed. **The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Odisha Bhawan, Navi Mumbai.**
12. The Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Odisha Bhawan, Navi Mumbai shall, in no way, be responsible for settlement of such issues whatsoever.
13. The Odisha Bhawan 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.
14. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with Odisha Bhawan, Navi Mumbai under the provision of rules.
15. 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.
16. The persons deployed by the Service Provider should have good police records and no criminal case should be pending against them.
17. 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 Odisha Bhawan, Vashi, Navi Mumbai. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL

18. 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 confidential 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.
19. Service Provider shall be responsible for compliance of statutory provisions relating to minimum wages payable to different types of workers in respect of the persons deployed by it in the Odisha Bhawan, Vashi, Navi Mumbai. The **Odisha Bhawan, Vashi, Navi Mumbai** shall have no liability in this regard.
20. The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Odisha Bhawan, Navi Mumbai to the concerned tax collection 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 **Odisha Bhawan, Vashi, Navi Mumbai**.
21. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the **Odisha Bhawan, Vashi, Navi Mumbai** or any other authority under Law.
22. The Tax deduction at Source (T.D.S) shall be done as per the provisions of Income Tax Act/ Rules as amended from time to time and a certificate to this effect shall be provided by the **Odisha Bhawan, Vashi, Navi Mumbai**.
23. In case, Service Provider fails to comply with any liability under appropriate law, and a result thereof, the **Odisha Bhawan, Vashi, Navi Mumbai** is put any loss/ obligation monetary or otherwise, the **Odisha Bhawan, Vashi, Navi Mumbai** 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.
24. The Agreement is liable to be terminated because of non performance, deviation of terms and conditions of contract, The **Odisha Bhawan, Vashi, Navi Mumbai** will have no liability towards non payment of remuneration to the persons engaged 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 **Odisha Bhawan, Vashi, Navi Mumbai** by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

Financial

25. The technical Bid should be accompanied with an Earnest Money Deposit(EMD) i.e.@ of 0.5% of the contract value refundable without interest in the form of Demand Draft/Pay order drawn in favour of DDO-Cum- Under Secretary to Govt., Home Department, Government of Odisha, Odisha Secretariat, Bhubaneswar failing which the tender shall be rejected out-rightly.
26. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage)/ Financial Bid (second competitive stage) shall be returned to them without any interest. In case of successful tenderer, if the agency fails to provide the services against the initial requirement within 30 days from the date of placing the order, the **EMD** shall stand forfeited without giving any further notice.
27. The successful Bidder will have to deposit a performance security deposit equivalent to one month of service charges in the form of bank guarantee from any Nationalized Bank drawn in favour of the D.D.O -cum -Under Secretary to Govt., Home Department ,Govt. of Odisha, ,Odisha Secretariat, Bhubaneswar-751001 covering the period of contract. In case the contract is further extended beyond the initial period, the bank guarantee will have to be renewed by the successful tenderer..
28. 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.
29. The Service Provider shall raise the bill, in triplicate , along with attendance sheet duly verified by the Office of the ARC-Cum- Manager, **Odisha Bhawan, Vashi, Navi Mumbai** in respect of the service provided and submit the same to the prescribed authority in the first week of the succeeding month. The payment will be released in the succeeding month on the certificate to be furnished by the A.R.C-Cum-Manager regarding satisfactory services.

30. The amount of penalty calculated @ Rs. 500 per day on account of delay in providing service/ unsatisfactory service shall be deducted from the monthly bills of the Service Provider in the succeeding month.
31. The competent Authority of Govt. of Odisha in Home Department 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.
32. In the event of any dispute arising in respect of the clauses of the agreement, it shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority of Government of Odisha for his decision and the same shall be binding on all parties.
33. All disputes shall be under the jurisdiction of the competent courts located at Bhubaneswar, Odisha
34. The successful bidder will enter into an agreement with Home Department for supply of suitable services as per requirement of Odisha Bhawan, Vashi, Navi Mumbai, under Home Department, Government of Odisha on the above terms and conditions.
