

GOVERNMENT OF ODISHA
HOME DEPARTMENT

No. 24959 /BE. Date. 29.06.2017
HOME-BE-APMT1-0116-2017
01551501162017

From

Shri Gour Prasad Das .
Under Secretary to Government

To

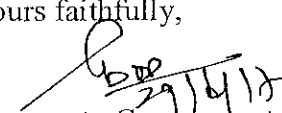
The Director,
Information & Public Relations Department, Odisha

Sub: Publication of Notice inviting Tender for outsourcing of Security Service of Odisha Bhawan, Vashi, Navi Mumbai.

Sir,

I am directed to send herewith both the soft and hard copy of Tender notice duly approved by the Additional Chief Secretary to Government, Home Department inviting Tender bids from intending registered Security Service Providers for outsourcing the security service of Odisha Bhawan, Vashi, Navi Mumbai and request you to kindly take early steps for publication in one widely circulated Hindi daily and one English daily published from Mumbai and one largely circulated Odia daily Newspaper & one Newspaper in English published from Odisha on or before **07.07.2017**.

Yours faithfully,


Under Secretary to Government

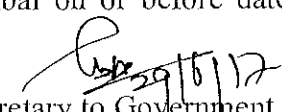
Memo No. 24960 /BE Dated. 29.06.2017

Copy along with both soft and hard copies of notice and concerned Tender papers forwarded to the NIC Coordinator to Home Department. He is requested to launch the same in the official website of Home Department immediately.


Under Secretary to Government

Memo No. 24961 /BE. Dated 29.06.2017

Copy along with both soft and hard copy of tender notice and concerned Tender papers forwarded to the OSD, Odisha Bhawan, Vashi, Navi Mumbai. He is requested to issue the Tender papers to the intending bidders on demand and take steps for publication of tender notice in two widely circulated local newspaper published in Mumbai on or before dated **07.07.2017**.


Under Secretary to Government

Government of Odisha
Home Department

NO.HOME-BE- APMT1-0116-2017/ 29866 /BE, Bhubaneswar, Dated 29.06.17.

TENDER NOTICE

Scaled Tenders are invited from reputed Security Agencies/ Service providers to provide adequate security provision for Odisha Bhawan, plot No.5, Sector-30/A, Vashi, Navi Mumbai-400703 on contract basis for a period of one year w.e.f. dt.01.09.2017 to 31.08.2018.

The detailed information for outsourcing the security services of the Odisha Bhawan, Navi Mumbai have been given in the tender document which may either be downloaded from the website-www.homeodisha.gov.in or obtained from the OSD, Odisha Bhawan, Plot No.5, Sector-30/A, Vashi, Navi Mumbai on any working day between 11A.M to 4 P.M.

The Tender document will be received by the Office of the Assistant Resident Commissioner-Cum-Manager, Odisha Bhawan, Plot No.5, Sector-30/A, Vashi, Navi Mumbai-400703 only through speed post / Registered Post during office hours. The last date and time for receipt of Tender Documents is dated 27.07.2017 by 5P.M. The office shall not be responsible for any kind of postal delay.


29/6/17

Under Secretary to Government

**GOVERNMENT OF ODISHA
HOME DEPARTMENT**

NO.HOME-BE- APMT1-0116-2017/ 24867 /BE, Bhubaneswar, Dated 29.06.17

TENDER DOCUMENT

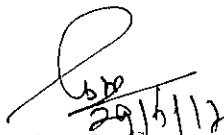
Contract for outsourcing security services (Maintenance of security of Odisha Bhawan, Navi Mumbai) of the Odisha Bhawan, Plot No.5, Sector-30/A, Vashi, Navi Mumbai, under Home Department, Government of Odisha by a Security Service providing agency.

Period of issue of Tender Documents	:	Date 07.07.2017 to Date 27.07.2017 up to 4 P.M
Last date & time for receipt of tender Documents	:	Date 27.07.2017 by 5PM
Place of submission of completed Tender Documents	:	Office of the Assistant Resident Commissioner-Cum-Manager, Odisha Bhawan, 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 Bhawan, Plot No.5, Sector-30 A, Vashi, Navi Mumbai-400703 (Contact No- 022-27813372/27813374) Dated 01.08.2017 at 12.30 P.M
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. Date 10.08.2017 at 3 P.M.
Likely date of commencement of required Services	:	Date 01.09.2017



CONTENTS OF TENDER DOCUMENT

Part.	Description of contents	Page Number
A	Scope of work and general instructions for bidders	3-5
B	Technical requirements for the security service provider	6
C	Technical requirements for manpower to be deployed by the successful security service provider.	7
D	Tender Application – Technical Bid	8-11
E	Tender Application – Financial Bid	12
F	General Terms and Conditions	13-16
G	Agreement with details of terms & conditions	17-21
H	Chronological order of arrangement of documents	As above


29/5/12
Under Secretary to Government



Scope of work and general instructions for bidders

1. The Odisha Bhawan, PlotNo.5, Sector-30/A, Vashi, Navi Mumbai- 400703, under Home Department, Government of Odisha requires the services of reputed well established and financially sound security Service providers to provide Security services Maintenance of security of Odisha Bhawan, Navi Mumbai) for smooth functioning of Odisha Bhawan ,PlotNo.5, Sector-30/A, Vashi, Navi Mumbai- 400703.
2. The contract for providing the aforesaid security is likely to commence from **01.09.17** and would continue till **31.08.2018**. The period of the contract may further be extended beyond **31.08.2018** provided the requirement of services persists at that time or may be curtailed / terminated before **31.08.2018** owing to deficiency in service or substandard quality of security deployed by the selected service provider or because of change in Odisha Bhawan's requirements. The Home (Bhawan's Establishment) Department, Govt. of Odisha, however reserves the right to terminate this initial contract at any time after giving one week notice to the selected security service provider.
3. The Odisha Bhawan, PlotNo.5, Sector-30/A, Vashi, Navi Mumbai- 400703 has tentative requirement service for

Security Guards – 5 nos.

Security Supervisor – 1 no.
4. The estimated cost of the contract is Rs.5 lakhs approximately.
5. The interested security 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 only through speed post/ registered post so as to reach the Office of the Assistant Resident Commissioner-Cum-Manager, Odisha Bhwan, PlotNo.5, Sector 30/A, Vashi, Navi Mumbai- 400703 by **5PM of dt.27.07.2017**.
6. The various crucial dates relating to “ Tender for providing security services to the Odisha Bhawan, Plot No – 5 , Sector 30/A , Vashi , Navi Mumbai-400703, under Home Department, Govt. of Odisha, is as follows:-



Period of issue of Tender Documents	:	Date 07.07.2017 to Date 27.07.2017 up to 4PM
Last date & time for receipt of tender Documents.	:	Date 27.07.2017 by 5PM
Place of submission of completed Tender Documents.	:	Office of the Assistant Resident Commissioner-Cum-Manager, Odisha Bhawan, 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 Bhawan, Plot No.5, Sector-30 A, Vashi, Navi Mumbai-400703 (Contact No- 022-27813372/27813374) Dated 01.08.2017 at 12.30 P.M
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. Date 10.08.2017 at 3 P.M.
Likely date of commencement of required Services	:	Date 01.09.2017

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 super scribing-

“Technical Bid for providing security services to Odisha Bhawan, Plot No-5, Sector 30/A, Vashi, Navi Mumbai-400703,” and “Financial Bid for providing security 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 security 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 security 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.

67

9. The successful Bidder will have to deposit a performance security deposit of an amount equivalent to one month's cost of security services to be provided in the form of bank guarantee from any Nationalized Bank drawn in favour of the D.D.O -cum - Under Secretary, 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 security service providers are required to enclose photocopies of the following documents (duly attested by Group "A" Gazetted officers of the state Governments/ Central Government) along with the Technical Bid, failing which their Bids shall be summarily/ out rightly rejected and will not be considered any further :-
 - a. Copy of 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 Service Tax Registration Certificate.
 - f. Certified extracts of the Bank Account containing transactions during last three years.
11. The conditional bids shall not be considered and will be out rightly rejected at 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 initialized by the person authorized to sign the tender bids.
13. The Technical Bids shall be opened on the scheduled date and time as per the tender document in the Office of the Assistant Resident Commissioner-Cum-Manager, Odisha Bhawan, Plot No.5, Sector- 30 /A, Vashi, Navi Mumbai-400703 in the presence of the tenderers or their representatives of security service providers, if any, who wish to be present on the spot at that time.
14. The Financial Bids of only those tenderers will be opened whose technical bids are found in order. The qualified bidders will be intimated separately by email/Fax/Telephone/Post. The Financial bids shall be opened on the scheduled date and time as per the tender document in the office room of the Additional Secretary to Government, Home (Bhawan Establishment) Department, Govt. of Odisha, Odisha Secretariat, Bhubaneswar-751001 in the presence of the tenderers or their representatives of security service providers, if any, who wish to be present on the spot at that time.
15. The competent authority of the Home Department, Government of Odisha reserves the right to cancel all bids without assigning any reason thereof.



TECHNICAL REQUIREMENTS FOR THE "SECURITY SERVICE PROVIDER"

1. The tendering security service provider should fulfill the following technical specifications:-
 - (a) The registered office or one of the branch offices of the security service provider should be located within the jurisdiction of the Odisha Bhawan, Plot No.5, Sector-30A, Vashi, Navi Mumbai-400703. The security service provider should provide the name, designation and contact number of the person to liaise with the Odisha Bhawan, Vashi, Navi Mumbai.
 - (b) They should be registered with the appropriate registering authority.
 - (c) They should have at least **two years'** experience in providing security to Government Departments/ public Sector Companies/ Banks etc.
 - (d) They should have their own Bank Account.
 - (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 and the Employees' Provident Fund Organization that may be required for providing security service.
 - (h) Minimum turn over requirement per annum is Rs. 10 lakh.
 - (I) Execution of contracts of similar type (Rs.5 lakhs) during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.
 - (j) They should have any other regulatory clearance that may be required to provide security services in the State of Maharashtra.



**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE
SUCCESFUL SECURITY SERVICE PROVIDER IN THE ODISHA BHAWAN, NAVI
MUMBAI UNDER HOME DEPARTMENT, GOVERNMENT OF ODISHA.**

1. Persons to be engaged by the Security Service Provider should be above 18 year of age and not exceeding 40 years and physically sound to perform the duties.

The minimum age criterion should also confirm to the prescribed rules prevalent under Government of **Maharashtra**.

2. Persons to be engaged by the Security Service Provider should be fluent in Hindi or English. In addition, preference should be given to Odia speaking persons with Hindi or English.

3. The persons to be engaged , against which the tentative requirement has provided at serial No.3 of part-A of the tender documents, shall always report on duty with proper Uniform/ Gun and other Security Gadgets/Accessories to be provided by the security service provider/tenderer.



APPLICATION- TECHNICAL BID
For Providing Security Services to Odisha Bhawan, Vashi, Navi Mumbai under Home
Department, Government of Odisha

- 1 Name of Tendering Security :
Service Provider
(Enclose registered Certificate)

2. Name of the
Authorized Signatory

- 3 Details of Earnest Money Deposit : D.D. No...../ Date.....
Of Rs.....drawn on Bank.....

- 4 Name of proprietor / partner/ :
Director

- 5 Full Address of Registered Office :
Telephone No
FAX No.
E. mail Address
Mobile No.

- 6 Full Address of Operating /Branch
Office
Telephone No
FAX No.
E. mail Address
Mobile No.

- 7 Name & Telephone No. of
Authorized Officer/ Person to liaise
with Field Office(s)



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

Financial Year	Amount (Rs. In lac)	Remarks, if any
2013-2014		
2014-2015		
2015-2016		

- 14 Additional information– Any other Regulatory Clearance that may be required in the State of Maharashtra for providing security services must be enclosed.

(Attach separate sheet, if space provided is insufficient)

All documents enclosed must be signed and sealed by the authorized person(s) of the applying tenderer only.

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

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

SI No	Name of the client / address / Telephone & Fax No.	Type of Security Service Provided	Amount of Security Service contract (Rs. In lakh)	Duration of contract	
				From	To

16. 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/Director/ authorized signatory of the
Security 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 SECURITY SERVICES TO THE ODISHA BHAWAN, PLOT No.-5
SECTOR-30/A, VASHI, NAVI MUMBAI-400703**

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

Monthly Rate for outsourcing of security service

Sl. No	Service Type	Service requirement	Service charges per Month.(In Rs.)
1	2	3	4
1	Maintenance of security of Odisha Bhawan, Navi Mumbai.	Round the clock	

Signature of Authorized person

Name
Seal

Date:
Place

Notes:

1. The total rate quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
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 rate quoted shall be firm & fixed for the period of contract. No escalation shall be allowed under any circumstances.
4. Service tax component for the billing month shall only be released after deposit of proof of payment of service tax against Assess code of the successful tenderer of the preceding month which will be paid by the Department

For

GENERAL TERMS & CONDITIONS

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. There are three nos. of gates in the Bhawan. The following services are to be rendered by the Service Provider.
 - a) Maintenance of security service of Odisha Bhawan, Navi Mumbai.
2. The Agreement shall commence from **dt.01.09.17** and shall continue till **dt.31.08.18** unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of Security deployed, breach of contract etc or change in requirements.
3. The Agreement shall automatically expire on **31.08.18** unless extended further by the mutual consent of the Security 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 Security Service Provider and the Authority.
5. The Security 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 Security 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 it 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 reserved the right to terminate the Agreement during initial period also after giving one month notice to the Security 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 Security Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the **A.R.C-cum-Manager, Odisha Bhawan, Plot No-5, Sector - 30/A, Vashi, Navi Mumbai** so that optimal services of the persons deployed could be availed without any disruption.



10. The entire financial liability in respect of the personnel deployed for providing Security services in Odisha Bhawan, Navi Mumbai shall be that of the Security Service provider and the office concerned will in no way be liable.
11. For all intents and purposes, the Security Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of Security so deployed. The persons deployed by the Security Service Provider shall not have any claim whatsoever like employer and employee relationship against the Odisha Bhawan, Navi Mumbai.
12. The Security Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Odisha Bhawan 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 Security Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.
14. The persons deployed by the Security Service Provider 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 Security 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 Security 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 Security 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 Security 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 Security Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
19. The Security 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 Security Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Odisha Bhawan 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 Security 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, Security 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 security 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, non-payment of remuneration of employed persons and non-payment of statutory dues. The **Odisha Bhawan, Vashi, Navi Mumbai** will have no liability towards non-payment of remuneration to the persons employed by the Security 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 refundable without interest) i.e.@ of 0.5% of the contract value in the form of Demand Draft/Pay order drawn in favour of DDO-Cum- Under Secretary to Govt., Home Department, Govt. 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 security 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 security equivalent to one month security 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, Government of Odisha, Odisha Secretariat, Bhubaneswar-751001 covering the period of contract. In case the contract is further extended beyond the initial period, 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 Security Service Provider shall be liable to be forfeited besides annulment of the Agreement.
29. The Security 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 security 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 security service/ unsatisfactory security service shall be deducted from the monthly bills of Security Service Provider in the succeeding month.
31. The competent Authority of Government of Odisha in Home Department Odisha Secretariat, Bhubaneswar-751001 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 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 and qualified Security as per requirement of Odisha Bhawan, Vashi, Navi Mumbai, under Home Department, Govt.of Odisha on the above terms and conditions.



AGREEMENT

This Agreement is made on this.....day of 2017 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 "Security 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 "Security 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 "Security 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 "Security Service Provider" , the "Security Service Provider" hereby agrees with the "Authority" to provide security service" 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 "Security 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.....



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.

(Terms & Conditions as per Annexure)

Signature of the Officer

Authorized to sign on
behalf of Security Service
Provider

Signature of the Authority

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

In the presence of witness:-

Witness

1. Name.....
Address.....
.....
2. Name.....
Address.....
.....

Witness

1. Name.....
Address.....
.....
2. Name.....
Address.....
.....

ANNEXURE

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from **dt.01.09.17** and shall continue till **dt.31.08.18** unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of Security deployed, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire on **31.08.18** unless extended further by the mutual consent of the Security Service Provider and the Authority.
3. 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 Security Service Provider and the Authority.
4. The Security 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.
5. The Security 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 it 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.
6. The Authority reserved the right to terminate the Agreement during initial period also after giving 15 days' notice to the Security Service Provider.
7. 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. In case the person deployed remains absent one particular day or comes late /leaves early on three occasions, proportionate deduction from the service charge will be made.
8. The Security Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the **A.R.C-Cum-Manager, Odisha Bhawan, Plot No.5, Sector - 30/A, Vashi, Navi Mumbai** so that optimal services of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of the personnel deployed for providing Security services in Odisha Bhawan, Navi Mumbai shall be that of the Security Service provider and the office concerned will in no way be liable.
10. For all intents and purposes, the Security Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of Security so deployed. The persons deployed by the Security Service Provider shall not have any claim whatsoever like employer and employee relationship against the Odisha Bhawan, Navi Mumbai.



11. The Security Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Odisha Bhawan shall, in no way, be responsible for settlement of such issues whatsoever.
12. The Odisha Bhawan shall not be responsible for any financial loss or any injury to any person deployed by the Security Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.
13. The persons deployed by the Security 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.
14. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Security Service Provider shall not be entitled to & shall have no claim for any absorption in regular or other capacity.
15. The persons deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of Rules & Acts
16. The Security 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 Security 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.
17. The persons deployed by the Security Service Provider should have good police records and no criminal case should be pending against them.
18. 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 Security Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
19. 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 Security Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
20. The Security 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.



21. The Security Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Odisha Bhawan 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**.
22. The Security 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.
23. 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**.
24. In case, Security 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 security Service Provider to the extent of the loss or obligation in monetary terms.
25. 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 **Odisha Bhawan, Vashi, Navi Mumbai** will have no liability towards non-payment of remuneration to the persons employed by the Security 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.

