

**Government of Odisha**  
**Office of the Chief Resident Commissioner**  
**4-Bordoloi Marg, Chanakyapuri**  
**New Delhi - 110 021**  
**Telephone: 24679201, 23018498, Fax: 23010839**  
**E-Mail: rc.odisha@gmail.com**

**TENDER CALL NOTICE**

No. 4896 /CRC Dated 23/10/2017  
CRC-61/2017

Sealed tenders are invited from registered, ISO certified and reputed Security Agencies for supply of security personnel for providing security services at Odisha Bhawan, Odisha Niwas, Odisha Sadan and Staff Qrs. at Secor-2, Dwarka, New Delhi. Tender form may be obtained from Reception Counter, Odisha Niwas, 4-Bordoloi Marg, Chanakyapuri, New Delhi between 10 AM to 05 PM on payment of Rs.2000/- per set. Last date of issuing tender form is 01 PM of 13/11/2017. Tender forms should reach the undersigned on or before 5 PM of 13/11/2017. The Tender Call Notice and tender documents can be downloaded from this office's website-www.rcodisha.gov.in.

Memo No. 4897 /CRC Dated 23/10/2017

  
23/10/2017  
Manager

Odisha Bhawan

Copy to Managers of all state Bhawans/ Guest Houses, New Delhi for information. They are requested to give this notice wide publications.

Memo No. 4898 /CRC Dated 23/10/2017

  
23/10/2017  
Manager

Odisha Bhawan

Copy Sr Programmer, for information and necessary action. He is requested to place this Tender Call Notice with all tender documents in the website of this office.

  
23/10/2017  
Manager

Odisha Bhawan



## **Government of Odisha**

Office of the Chief Resident Commissioner  
Odisha Niwas, 4 - Bordoloi Marg,  
**Chanakyapuri,**  
New Delhi - 110021

### TENDER DOCUMENT

FOR  
PROVIDING ROUND THE CLOCK  
SECURITY SERVICE

AT

1. Odisha Bhawan, 1-Niti Marg, Chanakyapuri,  
New Delhi-110021
2. Odisha Niwas, 4- Bordoloi Marg, Chanakyapuri,  
New Delhi-110021
3. OdishaSadan, Sector 16-B, Dwarka, New Delhi-  
110075
4. Staff Qrs., Pocket-2, Sector-2, Dwarka, New Delhi-  
110075

# Government of Odisha

Office of the Chief Resident Commissioner

Odisha Niwas, 4 - Bordoloi Marg,

Chanakyapuri, New Delhi - 110021

Tel: 23019771, FAX: 23010839

E-mail: [rc\\_orissa@yahoo.co.in](mailto:rc_orissa@yahoo.co.in), [rcm-or@nic.in](mailto:rcm-or@nic.in)

## TENDER SCHEDULE

Sealed tenders are invited from reputed, specialized, ISO certified Human Resource Providers for providing security service in Odisha Bhawan, Odisha Niwas, Chanakyapuri & Odisha Sadan, Dwarka, New Delhi.

A	Nature of work	Providing round the clock security services/watch & ward services for entire premises of — 1. Odisha Bhawan, 1-Niti Marg, Chanakyapuri, New Delhi-110021 2. Odisha Niwas, 4_Bordoloi Marg, Chanakyapuri, New Delhi-110021 3. Odisha Sadan, Sector 16-B, Dwarka, New Delhi-110075 4. Staff Qrs, Sector-2, Dwarka, New Delhi-110075
B	Period of Contract	For one year, purely subject to satisfaction of Chief Resident Commissioner / Resident Commissioner, Govt. of Odisha, New Delhi.
C	Last date of sale of tender papers	13/11/2017 up to 1 PM
D	Last date of receipt of tender Papers	13/11/2017 up to 5 PM
E	Date of opening of Technical Bid	14/11/2017 11 AM
F	Date of opening of Financial Bid	Will be declared during Technical Bid meeting.
G	Earnest money deposit	Rs. 50,000/-

### **H- Terms and conditions-**

1. The tender documents can be obtained from Odisha Niwas, 4-Bordoloi Marg, Chanakyapuri, New Delhi on payment of Rs.2000/- (Rupees two thousands) only by cash/ Demand Draft in favour of "Government of Odisha, Odisha Bhawan, New Delhi."
2. Tender submitted by post should reach the undersigned within the stipulated time of last date of submission.
3. The tenderer is required to quote in financial bid the rate per month. The quoted rate should be all-inclusive i.e including all kinds of taxes including GST, levies, expenses, EPF, E.S.I, service charges etc.,
4. The successful tenderer should furnish a bank guarantee of Rs. 2,00,000/- (Rupees two lakhs) only as security deposit at the time of signing the agreement.
5. The staff deployed by the agency should possess the basic desirable qualifications and experience in the concerned field. The staff will be individually approved by the Chief Resident Commissioner/ Resident Commissioner or the officer authorized by the Chief Resident Commissioner/ Resident Commissioner before their deployment..
6. Chief Resident Commissioner/ Resident Commissioner or the officer authorized by him at his discretion may impose additional conditions or delete any of the terms/ conditions as may be necessary in the overall interest of the Odisha Niwas.



7. Tenderer should keep additional back-up support service personnel to be indented by the Chief Resident Commissioner/ Resident Commissioner or any authorized officer for necessary services during the VIPs stay at the Odisha Niwas/Bhawan. Extra payment will be made as per law.
8. The tenderer should provide uniforms to his workers with approval of Chief Resident Commissioner/ Resident Commissioner or any other authorized person.
9. The sealed tender should include the list of clients, experience certificate in prescribed format (Annexure-A), financial status indicating turnover for last three years, certified copy of Income Tax return, E.P.F Registration & E.S.I code, any other document that he/ she feels relevant. The agency shall be subject to all Rules, Regulations of NCT Delhi & Government of India.
10. The Tenderer should have an annual turnover of Rs.1,00,00,000/- (Rupees one crore) only for the last three years and also work experience in at least three Government Organizations/ PSUs preferably Government Guest Houses & Hotels located at Delhi.
11. The offer should be accompanied by Demand Draft for Rs.50,000/- (Rupees fifty thousand) only drawn in favour of "Government of Odisha, Odisha Bhawan, New Delhi" as E.M.D, which will be refunded to unsuccessful tenderers after the tender is finalized.
12. The words "Technical Bid" & "Financial Bid" shall be superscribed on the top of the two envelopes separately. Both the envelopes should be put together in a bigger envelope and super scribed as "Tender for providing Staff for security service in Odisha Bhawan, Niwas, Sadan & staff qrs., New Delhi." All the envelopes should be properly sealed and shall be dropped in the Tender Box so as to reach on or before dated 13/11/2017 by 5 PM.
13. The technical bid will be opened on dated 14/11/2017 at 11.00 AM in the Conference Hall of the Office of the Chief Resident Commissioner at 4- Bordeloi Marg, Chanakypuri, New Delhi. Date and time of opening of Financial Bid shall be declared during Technical Bid meeting. Tenderers or their authorized representative may remain present at the time of opening of Technical Bid and Financial Bid in the Conference Hall of the Office of the Chief Resident Commissioner and should be ready to make a presentation before the Tender Committee, if required. The Financial Bid of those who are successful in Technical Bid shall only be opened.
14. In case of a dispute, the decision taken by the Chief Resident Commissioner/ Resident Commissioner, Govt. of Odisha shall be final. Tender papers which are incomplete or not enclosed with required information and documents will not be considered. The tender paper should bear the signature of the Tenderer in full with name & seal in each page. No overwriting inside the tender shall be allowed. In case of cuttings, the same may be authenticated by the Tenderer by way of putting his signature & seal. Unfilled tender papers, tender papers with overwriting and without signature will be summarily rejected.
15. Staff engaged by the Contractor should be verified by local police before deployment and a copy of the Police Clearance Certificate (PCC) must be submitted in the office of the Chief Resident Commissioner.
16. Contractor will be held responsible for any theft, burglary, security of Officers, staff, guests, VIPs etc. caused by the staff engaged by him.
17. The successful tenderer shall have to execute an agreement in non Judicial Stamp Paper worth Rs.100/- (Rupees One Hundred) only with the Chief Resident Commissioner/ Resident Commissioner or any authorized officer. Tender papers of the Tenderers only who agree to abide by all the clauses of Agreement will be considered. The draft agreement is enclosed herewith.
18. The prospective bidders are requested to properly and carefully fill up the forms, enclose photo copies of self attested documents, before filing the same. Chief Resident Commissioner/ Resident Commissioner, Govt of Odisha reserve the right to accept or reject any tender or all tenders without assigning any reason.

(26)

**Technical Bid for Human Resource Providers for providing manpower for security service in Odisha Niwas,, 4-Bordoloi Marg, Chanakyapuri, New Delhi**

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1 Name & address of the organization —

Name of Proprietor-

Tel. No

2. Number of Human Resources engaged in following financial years

Year	Number of persons engaged
2014-15	
2015-16	
2016-17	

Space for  
photograph

3. Performance certificate may be submitted from Government/PSUs owned guest houses/hotels located at New Delhi in prescribed format (Annexure-A). Certificates from at least three Govt./ PSU's each year in last 03 years should be enclosed.

(Preference will be given to agencies providing service to State Bhawans/ Guest Houses.)

4. Performance Annual turnover Financial Year wise from 2014-15, 2015-16 & 2016-17 with documentary evidence and copies of audited balance sheet./ profit & loss account.
5. Photocopy of the valid Registration Certificate of the firm/agency to be enclosed.
6. Is the agency is Blacklisted by any organization? If not an affidavit is to be submitted.
7. Copies of latest Income Tax Return for Financial Years 2014-15, 2015-16 & 2016-17 are to be attached
8. EPF registration certificate-
9. ESI registration certificate-
10. GST nos. and registration certificate
11. DD as Earnest Money Deposit for Rs.50,000/-is enclosed - DD. No .. \_\_\_\_\_ Date, \_\_\_\_\_  
Amount \_\_\_\_\_ Name of the Bank: \_\_\_\_\_

**Declaration**

I do hereby declare that all informations given above are true and I fully accept all the terms and conditions mentioned in the tender document.

**Full name & Signature  
of the bidder with seal.**

NB: - 1. All the documents should be photocopied and duly attested by the tenderer himself.

**2. The documents should be indexed, submitted in order with pages flagged for each item for easy verification.**

**3. Self attested Passport size photograph of the Proprietor/ President/ Chairman of the agency should be pasted on the space indicated at the right hand top corner of this bid form. The signature should be partly on the photographs and partly outside the photograph.**

**Financial Bid for Human Resource Providers for providing manpower for security service  
in Odisha Niwas, 4-Bordoloi Marg, Chanakyapuri, New Delhi.**

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Sl.No.	Description of work	Nos. of security personnel to be deployed on daily basis in different shifts as per Annexure-B	Rate per month- Inclusive of minimum wages with all statutory dues like E.P.F, E.S.I and all types taxes and levies including GST etc.
1	Round the clock security/watch & ward services for entire premises Odisha Bhawan, Odisha Niwas, Odisha Sadan and Staff Qrs, at Sector-2, Dwarka, New Delhi.	Nos. of Security Guards-21	
		No. of Security Supervisor-1	
2	Weekly off of above stated 22 staff.	1/6 th x 22 employees	

(Total in Words, \_\_\_\_\_) only.

Note-

- All the rates should be quoted in absolute Rupees only.
- Rates should be quoted as per Minimum Wages fixed by Govt. of NCT of Delhi for unskilled/semiskilled/skilled labour.
- Rates are to be quoted in accordance with the terms and conditions of the Tender Bid and statutory provisions as applicable (inclusive of statutory liabilities, levies, GST, other taxes if any etc. )
- Attach the latest order of Govt. of NCT of Delhi regarding Minimum Wages and statutory deductions relating to EPF, ESI, GST etc.
- Security services have to be provided round the clock and it will be responsibility of Firm, contractor to provide security guards on shift basis and **to give weekly off to his /her employees** without disrupting services.

**Full name & Signature  
of the bidder with seal.**

AGREEMENT

This Agreement is made and executed at New Delhi on this \_\_\_\_\_ day of \_\_\_\_\_ 2017

BETWEEN

Chief Resident Commissioner/Resident Commissioner or any authorized officer, Govt. of Odisha, Odisha Niwas, 4, Bordoloi Marg, Chanakyapuri, New Delhi (herein after called the 1<sup>st</sup> party / Govt. of Odisha / lessor) on one part

AND

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(herein after called the Second party/ Contractor) on other part.

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joibs. Whereas second party/lessee is dealing with security services and providing manpower for security

And whereas the first party/lessor floated tenders for availing manpower for security services and tender has been awarded to the second party/lessee by the first party/lessor with regard to providing security service jobs of Odisha Bhawan, Odisha Niwas, Odisha Sadan and Staff Qrs. at Sector 2, Dwarka, New Delhi for the period of one year w.e.f. dated 01/12/2017 with the following terms and conditions to which the parties on negotiation have agreed.



**A- GENERAL CONDITION:-**

1. The contractor shall offer security in the form of Bank Guarantee/ Fixed Deposit Receipt (FDR) issued by any nationalized bank for Rs.2,00,000/- (Rupees two lakh only) favoring "Government of Odisha, Odisha Bhawan, New Delhi."
2. The contractor/lessee shall be responsible for all liabilities, in relation to the payment of wages, ESI, EPF, bonus and other benefits, along with wage hike etc., in accordance of all relevant labour laws and for strict observance and compliance of all relevant labour laws and other applicable laws as are applicable or may become applicable in future including Minimum Wages Act, Industrial Disputes Act, Contract Labour (regulation and abolition) Act, Employees State Insurance Act, Employees Provident Act, Payment of Gratuity Act, Payment of Bonus Act, Workmen Compensation Act, Delhi Shops and Establishment Act and any other statutory obligations including any financial liability or the obligation to maintain registers and/or records under the said Acts and the rules framed there under. The Govt. of Odisha will have no liability what so ever in this regard. The employees engaged by the contractor/lessee shall have no right at all to claim any financial/ employment related benefit from Government of Odisha.
3. The contractor/lessee shall be responsible for any legal/civil/criminal/consumer case initiated under the labour laws or other Acts and Rules by any employee engaged by him or by his officers/ staff for executing this contract during the contract period. The office of the Chief Resident Commissioner/ Resident Commissioner or the Government of Odisha or their officer/ staff will not be responsible for any kind of legal proceedings in any judicial/ quasi judicial forum located at Delhi or anywhere else. In the event of any such legal proceeding or liability, the contractor/lessee shall indemnify the Govt./lessor for all damages including all consequential and incidental.
4. The contractor/lessee shall maintain all registers, files and documents which are required under the Labour Acts, Rules, Regulation and instructions issued from time to time. Chief Resident Commissioner/ Resident Commissioner or the Government of Odisha will not be responsible or accountable for the lapses committed by the contractor/lessee or his officers/ staff/ employees.
5. The contractor/lessee shall perform the work under the directions and instructions of the Chief Resident Commissioner /Resident Commissioner or any other officers authorised by him/her,
6. The Contractor/Lessee must obtain license from the State Government before they can function as Security Agencies in the state as per Private Security Agencies Regulation Act -2005(PASARA) which is mandatory requirement to commence the contract.
7. The contractor/lessee shall not engage any sub-contractor or transfer the contract to any other person or agency in any manner.
8. Performance Evaluation :-



a. The quality assurance of the security services would be ensured regularly (daily, weekly, fortnightly or monthly depending upon the discretion of the Chief Resident Commissioner/ Resident Commissioner or the Government of Odisha on the basis of the periodical reports furnished by the officials assigned for this task by the Chief Resident Commissioner Office.

b. The Contractor and all his staff deployed for security work will work under the supervision of the officials assigned for this task by Chief Resident Commissioner/ Resident Commissioner or the Government of Odisha.

**B- STAFF:-**

1. The contractor/lessee shall provide personnel for proper security in and around Odisha Bhawan, Odisha Niwas including Liaison Office, Odisha Sadan and staff qrs. at Sector-2, Dwarka round the clock. The security personnel deployed should be well trained & must possess minimum educational and physical fitness as follows--

a) Minimum Educational Qualification-i) Security Guards- Matriculate/ Class 10 th. Pass,

ii) Security Supervisor- Higher Secondary/ 12 th. Pass,

b) Age- Not more than 40 Years

c) Physical Standard-

The guards must have the following physical standards. (As fixed by Govt. of Odisha for male Police Constables)

Sl.No.	Category	Height	Weight	Chest	
				Un-expanded	Expanded
1	Un-reserved/SEBC	168 cm	55Kg.	79 cm	84 cm
2	SC/ST	163 cm	50 kg.	76 cm	81 cm

2. The contractor has to furnish a list of employees deployed by him indicating name, parentage, educational qualification, physical standards, residential address, permanent address, Mobile no., I.D proof, specimen signature along with two photographs.

3. The Contractor shall provide copies of engagement/deployment letter issued to the personnel so deployed by them to this office.

4. The contractor shall provide uniforms, identity card and other materials those may be required in order to ensure proper performances to the security guards appointed by him.

5. The contractor shall provide adequate staff for supervision of work at appropriate levels and for relief labour at appropriate time.

6. The contractor has to change or rotate his staff every three months with proper approval of Chief Resident Commissioner/ Resident Commissioner or officers authorized by him. He shall do so without affecting functioning of the Office of the Chief Resident Commissioner, Odisha Bhawan, Odisha Niwas, Odisha Sadan and Staff Qrs. whenever such changes or rotations are affected.
7. The contractor shall provide enough manpower to cover the contingencies, whenever any staff absents himself from duty. He shall also provide these hands in extra numbers as and when required on urgent basis or during the visit of VIPs and VVIPs as indented by the Chief Resident Commissioner/ Resident Commissioner or officers authorized by him.
8. The contractor shall be responsible for disciplined conduct of his staff inside and outside the premises. The contractor shall be liable to make good the cost of any damage/theft caused to the building or property belonging to the Government as a result of negligent conduct or disorderly behavior of contractor's staff.
9. All staff engaged by the contractor should wear the uniforms provided by the contractor during duty hours. The Contractor/lessee shall arrange to supply proper identity cards for staff employed by him and it shall be produced on demand by the Chief Resident Commissioner/ Resident Commissioner or officers authorized by him.
10. The contractor shall pay all kinds of taxes including GST to Govt. of NCT, Delhi and Govt. of India as applicable from time to time. Govt. of Odisha shall not be liable to pay any amount towards such taxes and shall also not be liable for any legal proceedings on account of any default in any judicial/ quasi judicial forum.
11. The persons employed by the contractor/lessee to work on the premises of Odisha Bhawan, Odisha Niwas, Odisha Sadan & Staff Qrs. at Sector-2, Dwarka also shall obey any direction/order of the Chief Resident Commissioner/ Resident Commissioner or officers authorised by him from time to time.
12. In case of complaint of misbehavior or improper conduct on the part of his staff, the contractor shall immediately replace such employee (s) at the instance of the Chief Resident Commissioner/ Resident commissioner or officers authorised by him.
13. The contractor shall be responsible to get the antecedents of his personnel verified by the police department before they are engaged/ deployed in Odisha Bhawan, Odisha Niwas, Odisha Sadan & Staff Qrs and the certificate of police verification should be submitted in the office of the Chief Resident Commissioner/ Resident Commissioner..
14. Chief Resident Commissioner/ Resident Commissioner reserve the right to extend the period of contract, subject to their pure discretion and satisfactory performance of the contractor. However this provision shall not entail the contractor to continue operation beyond the period of contract unless the Chief Resident Commissioner/Resident Commissioner allows the contractor to do so, in writing before expiry of the contract period.

#### **C- SECURITY:-**

The contractor /lesse shall undertake-



1. to provide round the clock security at Odisha Bhawan, Odisha Niwas and Odisha Sadan buildings, it's premises and the surroundings, staff qrs. at Sector-2, Dwarka, New Delhi by providing trained personnel in adequate number to keep vigil in and around the Odisha Bhawan, Odisha Niwas, Odisha Sadan and the staff qrs. at Sector-2, Dwarka.
2. that the security guards shall in proper uniform, well trained, and punctual during the duty hours. They should not consume alcoholic drinks/drugs and smoke during their duty hours.
3. to ensure that security personnel perform round the clock and uninterrupted duties.
4. to engage sufficient security personnel to make alternative arrangement keeping in view weekly off for every employee and declared Holidays by the Govt. to the labourers. The contractor/lessee shall be liable for all Acts, Rules and Regulations as applicable in NCT of Delhi.
5. to supervise the work done by the employees to the satisfaction of the Chief Resident Commissioner /Resident Commissioner or officers authorized by him.
6. to engage efficient supervisory staff in sufficient nos. to supervise the security work at Odisha Bhawan, Odisha Niwas, Odisha Sadan & Staff Qr. at Sector-2, Dwarka.
7. to engage sufficient security personnel and gunmen, if required to guard Odisha Bhawan, Odisha Niwas, Odisha Sadan & Staff Qrs to the satisfaction of Chief Resident Commissioner /Resident Commissioner or Official authorized by him.

#### **D- RISK COVERAGE INSURANCE POLICY:**

1. The contractor/lessee will have to insure all his security personnel under the workmen compensation act at the places that are not covered under ESIC and the copy of the same shall be furnished to the officer in-charge.
2. All registration and statutory fees, if any in respect of contractor's work under the contract shall be payable by the contractor.
3. The contractor/lessee shall be liable to make payment to all the deployed personnel and shall comply with the labour laws. If the Establishment is held liable as principal employer to pay compensations / contributions etc. under any act or court decision in respect of the employees of the contractor, then the contractor shall reimburse the amounts of compensations to the Establishment.
4. The contractor/lessee is required to attend regularly the review meetings as desired by the officer in-charge from time to time at our office.

#### **E- THE CONTRACTOR SHALL ENSURE:-**

1. The contractor/lessee shall be responsible for complying with all municipal laws, rules and regulations. The Contractor/lessee is bound to follow all the labour laws concerning the conditions of works, safety, and payment of wages, accidental insurance and other benefits to the employees engaged by the Contractor. The Government of Odisha is not liable for any mistakes/ shortcomings committed by the contractor/ lessee. The

contractor/ lessee shall be personally liable for any lapses in observance of the provisions of the Rules, Laws and Regulations and he shall be liable for the prosecution for violating any of the laws of the land.

2. The Chief Resident Commissioner/ Resident Commissioner or officer authorized by him is also entitled to recover the damages if any, for the lapse on the part of the contractor in following any Laws, Rules and Regulations and also loss caused by negligence of the contractor or his employees,
3. The contractor/ lessee shall make effective alternative arrangement, to cover contingencies in case of any employees engaged by contractor remain absent from the duty

#### **E- PAYMENT:-**

1. Payment will be made monthly starting from the succeeding month of this contract coming into force and after submission of the required bill by the contractor along with all supporting documents such as **employee** wise Challan-cum-Receipt (ECR) as proof of having deposited the contributions under E.P.F, ES1 , Wages, GST and pay slips of staff individually.
2. Two separate bills as follows may be submitted to respective Managers-
  - i. For staff employed in Odisha Bhawan and Odisha Niwas
  - ii. For staff employed in Odisha Sadan and Staff Qrs.

The list of employees to be engaged at different locations has been given in Annexure B
3. No payment will be released to the service provider unless the bills are appended with pay slips of individual with clear breakup of deductions and account numbers to which the salary has been sent.
4. Monthly wages for the Staff will be as per the prevailing rates fixed by the Government of NCT of Delhi plus obligatory payment towards EPF/ESI/ GST etc. as applicable. Payment of staff is to be made within 7<sup>th</sup> Day of the succeeding month.
5. The salary of the staff employed by the contractor should be disbursed preferably through cheque/ direct credit to staff accounts and an extract of the pass book showing the clearance to staff accounts should be submitted along with bill of next month to the Chief Resident Commissioner /Resident Commissioner or officer authorized by him. Otherwise, if cash payment is made copy of salary/wage Register with acutance of the employees have to be submitted with the bill of next month.
6. No advance payment will be made by Chief Resident Commissioner /Resident Commissioner or officer authorized by him.
7. TDS & other statutory deductions are recoverable as per rules in force from each claim.
8. All the aspects of this Contract will be inclusive of all taxes and charges.

#### **F- PENALTIES:-**

1. The following deductions will be imposed-



a) For each instance of deficiency in service, a penalty of Rs. 2000/- (Rupees two thousand) only will be levied, subject to a maximum penalty of 10% (ten percent) of the monthly charges. The deficiency includes:-

- (i) Lapses in providing proper service
- (ii) Attending duty without uniform.
- (iii) First instance of indiscipline by persons deployed, second instance entails replacement.

b) In event of deployment of less number of persons than specified i.e short supply of manpower, penalty up to twice the rate of daily wages will be levied. This deduction will be based on attendance report. The ceiling of 10% (ten percent) mentioned in clause "a" shall not apply while levying this penalty.

c) Any theft/loss of or damage to the movable or immovable property of office of Chief Resident Commissioner, Odisha Bhawan and Odisha Niwas caused by the lapse of staff/ workers of contractor shall be made good immediately or else the value of the same will be recovered/deducted from the contractors payment/ security deposit. The deduction shall be independent of penalty mentioned in Clause "a" and may be over and above 10% ceiling.

#### **G- TERMINATION OF AGREEMENT:-**

1. Once the period of the Agreement is completed, the Agreement will stand terminated automatically. No notice in this regard will be issued.
2. Either party may terminate this Agreement before the expiry of stipulated period by giving at least 2(two) months notice in writing to the other party mentioning its intention to terminate the Agreement without assigning any reason. In case the contractor/lessee stop providing service before giving two months notice as stipulated above, the contractor/ lessee shall be liable for the losses, inconvenience, risk suffered by the Govt./lessor and the quantum of such losses, damage, inconvenience etc. shall be determined by Chief Resident Commissioner/ Resident Commissioner whose decision shall be final and binding on both the parties. The contractor/ lessee shall have no right to challenge it. Besides, the security deposit of the contractor/ lessee shall be forfeited and credited in favour of Govt. / lessor which shall be in addition to the loss assessed by Chief Resident Commissioner/ Resident Commissioner.
3. After the expiry of the period of the Agreement or after termination of the Agreement or after withdrawing the license by either party as contained in this Agreement, the contractor shall clear all his dues payable to Government. The Government is also entitled to deduct the amount due to it from the security deposit. The Bank guarantee/FDR furnished by contractor shall not be released till the contractor clears all his dues, if any, payable to Government.
4. The Government reserves its rights to delete any of the conditions imposed in this Agreement. It also reserves its rights to add any condition to this Agreement in the public interest and in the interest of office of

Chief Resident Commissioner, Odisha Bhawan, Odisha Niwas and Odisha Sedan. Similarly changes in rules, regulations, enactments and notifications passed by the Government of Odisha subsequent to this Agreement will be construed as its part automatically.

5. In the event of failure of security services on the part of the Contractor/Lessee, the agreement shall be terminated without giving any notice whatsoever, Chief Resident commissioner/ Resident Commissioner, Govt. of Odisha shall not be responsible for any payment thereafter.

6. The decision of the Chief Resident commissioner/ Resident Commissioner, Govt. of Odisha, as to what constitutes failure of security services shall be final and binding on the contractor and shall not be questioned by the Agency in any manner.

7. All the disputes and differences between the parties shall be referred to a single Arbitrator to be appointed by Chief Resident commissioner/ Resident Commissioner, Govt. of Odisha whose decision shall be final and binding for both the parties. **The courts in Delhi shall have exclusive jurisdiction to adjudicate all disputes arising out of and/or in connection with this Agreement.**

In witness whereof both the parties have subscribed their signature in acceptance of the terms and conditions of this Agreement at New Delhi on this \_\_\_\_ day of \_\_\_\_\_ 2017.

Witness: -

1. Signature

Signed by-

1. Signature

Authorised Officer on behalf

Name

of Govt. of Odisha, Odisha Niwas,

4-Bordoloi Marg Chanakyapuri, New Delhi

Address \_\_\_\_\_

1. Signature

Name

Address \_\_\_\_\_ Signed by-

2. Signature \_\_\_\_\_ Authorised signatory on behalf of

Name

M/s -----

Address \_\_\_\_\_

Annexure-A

17

Experience Certificate to be issued by Government entities — State Government/ Central Government/ PSUs having Guest Houses/Hotels in Delhi.

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Ma'am / Sir

This is to certify that M/s. (Name of Firm/Company/Propriety concern) has been working/worked in our organization since Date \_\_\_\_\_ to Date \_\_\_\_\_ for a total period of \_\_\_\_ years \_\_\_\_ months and \_\_\_\_ days (for at least one year). The firm was/is providing total \_\_\_\_ nos. of unskilled/semi skilled/ skilled employees for Security service.

The performance of M/s. (Name of Firm / Company/ Propriety concern) has been found to be satisfactory and no blacklisting proceedings are being contemplated/ have been initiated.

(Signature)

Date

(Name & Designation)

(Office Seal)

Note- The Experience Certificate is to be issued in the letter head of the office by authorized signatory with office seal.

## Annexure-B

LIST OF SECURITY GUARDS TO BE DEPLOYED AT DIFFERENT LOCATIONS DAILY.

Areas of Duty	1 <sup>st</sup> Shift 6AM to 2 PM	2 <sup>nd</sup> shift 2PM to 10 PM	3 <sup>rd</sup> Shift 10 PM to 6 PM	General shift
Odisha Bhawan, 1-Niti Marg, Chanakyapuri, New Delhi	2	2	2	1 Supervisor From 9.30 PM to 5.30 PM
Odisha Niwas, 4-Bordoloi Marg, Chanakyapuri, New Delhi	2	2	2	1 Guard at entrance gate of Liaison Office from 1 PM to 9PM
Odisha sadan Sector 16-B Dwarka New Delhi	2	2	2	
Staff Qrs., Pocket-2 Sector-2 Dwarka New Delhi	-	-	2	-
Total				21 Guards 1 Supervisor.