

**GOVERNMENT OF ODISHA**  
Office of the Chief Resident Commissioner  
4–Bordoloi Marg, Chanakyapuri  
New Delhi – 110 021  
Telephone: 23019771, 23018498, Fax: 23010839  
E–Mail: [rc.odisha@gmail.com](mailto:rc.odisha@gmail.com)  
\*\*\*\*\*

**No. 3875 / CRC. Dated 14/08/2015**  
CRC-315/2015

**TENDER NOTICE**

(Providing Manpower for different services relating to Odisha Bhawan, 1-Niti Marg, Chanakyapuri and operation and maintenance of Odisha Sadan, Sector- 16B, Dwarka, New Delhi)

Sealed tenders are invited in double cover system from reputed, specialized, ISO 9001 certified Human Resource Providers for providing man power for different services relating to Odisha Bhawan, 1-Niti Marg, Chanakyapuri and operation and maintenance of Odisha Sadan, Sector- 16B, Dwarka, New Delhi. Detailed requirement including terms and conditions can be obtained from office of the Chief Resident Commissioner, Govt. of Odisha, Odisha Niwas, 4-Bordoloi Marg, Chanakyapuri, New Delhi on payment of Rs. 10,500/- or may be downloaded from the Tender and Notices section of website - [www.rcodisha.gov.in](http://www.rcodisha.gov.in)

Interested firms and agencies are required to submit their offer so as to reach the undersigned in the address given above latest by 5 P.M of Dt. 04/09/2015 Interested firms/agencies submitting their tender with downloaded form may submit a demand draft of Rs.10,500/- (non-refundable) drawn in favour of “Government of Odisha, Odisha Bhawan” payable at New Delhi towards cost of Tender paper. Technical Bid in Packet -1 along with Financial Bid in Packet-2 duly sealed and clearly marked as Technical Bid/ Financial Bid should be put inside one sealed packet superscribing on the top as “Bid document for providing manpower for different services relating to o/o the Chief Resident Commissioner, Odisha Bhawan, 1-Niti Marg, Chanakyapuri and operation and maintenance of Odisha Sadan, Sector- 16B, Dwarka, New Delhi. The Technical Bid will be opened on Dated 07/09/2015 at 11 A.M in the conference hall of Odisha Niwas, 4-Bordoloi Marg, Chanakyapuri, New Delhi in presence of bidders or their authorized representatives. The Financial Bid will be opened on 11/09/2015 at 11 A.M

Non-receipt of the documents by due date and time will lead to rejection of the Bid. The undersigned reserves the right to accept or reject any or all tenders without assigning any reasons thereof.

Dy. Resident Commissioner

**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 Staff for different services relating to office of, Odisha Bhawan, 1-Niti Marg, Chanakyapuri and operation and maintenance of its Odisha Sadan, Sector- 16B, Dwarka, New Delhi

A	Nature of work	Providing manpower for different services for Odisha Bhawan and Odisha Sadan, Dwarka New Delhi
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	04/09/2015 up to 01 PM
D	Last date of receipt of tender papers	04/09/2015 up to 05 PM
E	Date of opening of Technical Bid	07/09/2015 at 11 AM
F	Date of opening of Financial Bid	11/09/2015 at 11 AM
G	Earnest money deposit	Rs. 53,000/-

H. Terms and conditions-

1. The tender documents can be obtained from the office of the Chief Resident Commissioner, Govt. of Odisha, 4-Bordoloi Marg, Chanakyapuri, New Delhi on payment of Rs.10,500/- (Rupees ten thousand five hundred) only by cash/ Demand Draft in favour of "Government of Odisha, Odisha Bhawan, New Delhi."
2. Tender form sent 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 service tax, levies, expenses, EPF, E.S.I, service charges etc. No breakup is required to be furnished but it must be meeting minimum wages and all statutory payments.
4. The successful tenderer should furnish a bank guarantee of Rs. 4,00,000/- (Rupees four lakh) 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 as given below. 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. For this purpose the person should be well trained and must possess the basic minimum requirement.
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 Sadan.
8. 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 Sadan. Extra payment will be made as per law.

9. The sealed tender should include the list of clients, experience certificate, financial status indicating turnover, 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.5,00,00,000/- (Rupees five crore) only for the last three years and also work experience in at least three Government Organizations/ PSUs preferably Government Guest Houses & Hotels.
11. The offer should be accompanied by Demand Draft for Rs.53000/- (Rupees Fifty Three 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 superscribed as "Tender for providing Staff for different services for office of the Chief Resident Commissioner, Odisha Bhawan and Odisha Sadan, Dwarka, 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 04/09/2015 by 05 P.M.
13. The bids shall be in two stages i.e. Technical Bid and Financial Bid. The Technical as well as the Financial Bid shall be submitted in two separate envelopes. The Financial Bid of those who are successful in Technical Bid shall only be opened. The envelopes shall be properly closed and sealed. If the bids are not submitted separately and are not sealed properly, those shall not be considered at all.
14. The technical bid will be opened on dated 07/09/2015 at 11.00 AM in the Conference Hall of the Office of the Chief Resident Commissioner at 4- Bordoloi Marg, Chanakyapuri, New Delhi The Financial Bid shall be opened on dated 11/09/2015 at 11 A.M. 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 Principal Resident Commissioner and should be ready to make a presentation before the Tender Committee, if required.
15. 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.
16. 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.
17. Contractor will be held responsible for any theft, burglary, security of Officers, staff, guests, VIPs etc.
18. 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.

19. The prospective bidders are requested to properly and carefully fill up the forms, enclose photo copies of self attested documents, before filling 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.

20. Basic Desirable Qualification and Experience.

**A. Odisha Bhawan-**

1. **Protocol Executive-** Bachelor's degree from any recognized University.  
Degree/ diploma in Hospitality management/Travel & Tourism Management from any reputed institute.  
Should possess good communication skill and behavioral etiquette.  
Good knowledge on Airlines, ticket booking and blocking of seats etc.  
One year experience in any Govt./Pvt. agency as Protocol/ Public Relation Executive.
2. **Light Motor Vehicle Drivers-** Must have passed HSC Exam.  
Should have commercial license to drive light motor vehicles,  
Should have good knowledge of routes and location of different offices in Delhi.  
Should have one years experience in driving in Delhi

**B. Odisha Sadan-**

1. **Steno-cum-Typist-**  
Male/ female candidate with good typing speed over 40 words per minute.  
Short hand speed over 100 words per minute.  
Excellent knowledge of MS Word, Excel, PowerPoint, Internet, E-mail.  
Taking dictation on note-book and also on screen of computer.  
Drafting official letter.  
Good fluency in English.  
One year experience in Govt./ Pvt.office as Steno-cum-Typist
2. **Receptionist-cum-Telephone Operator-** Must be 12<sup>th</sup> Passed, smart with pleasing personality besides having a good communication skill. He/ She must be well versed with operating EPBAX system. He/ She must be having knowledge of English, Hindi and must be computer savvy. As the building will be mostly occupied by persons from Odisha, knowledge of Odia language will be preferable. Graduates having certificate in Reception and Book Keeping or Post Graduate Diploma in Accommodation Operation and Management will be given preference.
3. **House Keeping Supervisor** - Must be 12<sup>th</sup> passed and computer savvy. Three years of experience as House Keeping Supervisor in any reputed Guest House/Hotel or Post Graduate Diploma in Accommodation Operation and Management. .As the building will be mostly occupied by persons from Odisha, knowledge of Odia language will be preferable..
4. **Room Attendants** - The persons must have experience in their field and must be having good knowledge of Hindi and/or Odia.

5. **Electrician**-- The persons should be ITI trained, must have required license with 03 years of experience.
6. **Electrical Helpers**- The persons should have 02 years of experience in relevant field.
7. **Plumbers**- The persons should be ITI trained and should have 03 years of experience.
8. **Plumbing Helpers**- The persons should have 02 years of experience in relevant field.
9. **Gardeners**- should have adequate experience and knowledge about plants including seasonal flowering plants so as to look after the maintenance and beautification of the premises to the satisfaction of the Manager, Odisha Sadan.
10. **Sweepers**- The persons should be trained and must poses experience in their field.

Dy. Resident Commissioner

**Technical Bid for Human Resource Providers for providing manpower for different services relating to Odisha Bhawan, 1-Niti Marg, Chanakyapuri and operation and maintenance of Odisha Sadan, Sector- 16B, Dwarka, New Delhi.**

\*\*\*

1. Name & address of the organization and the Contractor  
Tel. No.

2. Number of Human Resources engaged

Year	Number of persons engaged
2014-15	
2013-14	
2012-13	

Space for photograph

3. Work experience in Government organizations/ PSUs -detailed institution wise, year wise.(Certificates from at least three Govt institutions/ PSUs each year in last 03 years) should be enclosed.
4. Annual turnover Financial Year wise from 2012-13, 2013-14 & 2014-15 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 2012-13, 2013-14 & 2014-15 are to be attached.
8. EPF registration certificate-
9. ESI registration certificate-
10. Service tax registration certificate-
11. DD as Earnest Money Deposit for

Rs.53,000/- 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 different services relating to, Odisha Bhawan, 1-Niti Marg, Chanakyapuri and operation and maintenance of Odisha Sadan, Sector-16B, Dwarka, New Delhi.**

<b>Sl.</b>	<b>Requirement of staff</b> (as per basic desirable qualification and experience prescribed in Tender Schedule)	<b>No. of Persons</b>	<b>Rate per month-</b> Inclusive of minimum wages with all statutory dues like E.P.F, E.S.I, service charges and all types taxes and levies including Service Tax etc.
<b>Odisha Bhawan</b>			
<b>1</b>	Protocol Executive	01 No.	
<b>2</b>	Driver	03 Nos.	
<b>Odisha Sadan</b>			
<b>1</b>	Steno-cum-typist	01 no.	
<b>2</b>	Receptionist -cum- Telephone Operator	04nos.	
<b>3</b>	House Keeping Supervisor	01 nos.	
<b>4</b>	Driver	01 no.	
<b>5</b>	Room Attendant	06 nos.	
<b>6</b>	Sweepers	08 nos.	
<b>7</b>	Gardener	01no.	
<b>8</b>	Electrician	01 nos.	
<b>9</b>	Electrical Helper	02 nos.	
<b>10</b>	Plumber	01 nos.	
<b>11</b>	Plumbing Helpers	02 nos.	
<b>12</b>	<b>Cleaning and sanitation materials-</b> (Materials will be purchased by this office and will be issued on need basis)	---	-- (No quotation is required for this item)
<b>13</b>	<b>Laundry services</b> (Rate will be approved by this office. Bill should be made on actual nos. of linen issued by Linen Assistant for washing in a month.)	As per actual	-- (No quotation is required for this item)
		<b>Total</b>	

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

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

## AGREEMENT

This Agreement is made and executed at New Delhi on this \_\_\_\_\_ day .of\_ \_\_\_\_\_2015

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

---

---

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

Whereas second party/contractor is dealing with providing manpower for different services

And whereas the first party floated tenders for availing manpower for different services and tender has been awarded to the second party/contractor by the first party, with regard to providing manpower for different services in Odisha Bhawan and Odisha Sadan, Sector -16 B, Dwarka, New Delhi for the period of one year w.e.f. dated 01/10/2015 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.4,00,000/-(Rupees four 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 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 shall indemnify the Govt. of Odisha for all damages including all consequential and incidental damages.
4. The contractor 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 or his officers/ staff/ employees.
5. The contractor shall perform the work under the directions and instructions of the Chief Resident /Resident Commissioner or any other officers authorized by him/her,

## **B. STAFF:**

- 1.The contractor shall provide personnel with proper capability that should be well trained and must possess minimum educational qualification and physical fitness.
2. The contractor shall provide uniforms and other materials those may be required in order to ensure proper performances of the personnel appointed by him.
- 3.The contractor shall provide adequate staff for supervision of work at appropriate levels and for relief labour at appropriate time.

- 4.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 or Odisha Sadan whenever such changes or rotations are affected.
- 5.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.
- 6.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 caused to the building or property belonging to the Government as a result of negligent conduct or disorderly behavior of contractor's staff.
- 7.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.
- 8.The contractor shall pay all kinds of taxes, VAT, service charges/ taxes etc 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.
- 9.The persons employed by the contractor to work on the premises of the Chief Resident Commissioner/ Odisha Bhawan/ Odisha Sadan shall obey any direction/order of the Chief Resident Commissioner/ Resident Commissioner or officers authorized by him from time to time.
- 10.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 authorized by him.
- 11.The contractor shall be responsible to get the antecedents of his personnel verified by the police department before they are engaged/ deployed and the certificate of police verification should be submitted in the office of the Chief Resident Commissioner/ Resident Commissioner.
- 12.The contractor must produce the staff before Chief Resident Commissioner/ Resident commissioner or officers authorized by him for verification before they are engaged.
- 13.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. THE CONTRACTOR SHALL ENSURE:-**

1. The contractor 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, 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. The contractor 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 shall make effective alternative arrangement, to cover contingencies in case of any employees engaged by contractor remain absent from the duty

#### **D- 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, Wages, ESI, Service Tax. etc.** Without these ECR no payment will be released.
2. 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/ Service Tax etc. as applicable.
3. 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.
4. No advance payment will be made by Chief Resident Commissioner /Resident Commissioner or officer authorized by him.
5. TDS & other statutory deductions are recoverable as per rules in force from each claim.
6. All the aspects of this Contract will be inclusive of all taxes and charges.

#### **E. 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) Attending duty without uniform

- (ii) 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 Sadan 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.

#### **F- 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 interest of the public and in the interest of office of Chief Resident Commissioner, Odisha Bhawan, and Odisha Sadan. 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. 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 & 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 \_\_\_\_\_ 2015.

Witness:-

1. Signature \_\_\_\_\_

Name-----

Signed by-

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Authorised Officer on behalf  
of Govt. of Odisha, Odisha Niwas,  
4-Bordoloi Marg Chanakyapuri, New Delhi

Address \_\_\_\_\_

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Signed by-

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Authorised signatory on behalf of

M/s-----

-----