

**Government of Odisha
Home Department**

BE-OC-39/12 NO. 3762/BE, Bhubaneswar Dt. 27.01.2012

Tender Notice for award of contract for providing services of Security Guards – 5 nos and Security Supervisor – 1 no. for a period of one year w.e.f. **dt.01.04.2012 to dt 31.03.2013**

Sealed Tenders are invited from reputed Security Agencies/ Service providers to provide the services of Security Guards – 5 nos and Security Supervisor – 1no. for a period of one year w.e.f. **dt.01.04.2012 to dt 31.03.2013** through a suitable placement agency on contract basis for providing security services to Odisha Bhawan , plot No.5, Sector-30/A, Vashi, Navi Mumbai -400703.

The detailed information for outsourcing the services of the aforesaid posts has been given in the tender document which may either be downloaded from the website –www.homeorissa.gov.in or obtained in person from Sri B. K. Das, Deputy Secretary to Govt., Home (Bhawan's Establishment) Department, Odisha Secretariat, Bhubaneswar or Sri K. N Biswal, A .R .C- Cum -Manager, Odisha Bhawan, Plot No.5, Sector-30/A, Vashi, Navi Mumbai on any working day between 11am to 4 pm.

The Tender document will be received only through speed post/ Registered Post during office hours. The last date and time for submission of Tender Documents is **dt 15.02.2012 by 5 pm**. The office shall not be responsible for any kind of postal delay.

Sd/-

Deputy Secretary to Government

GOVERNMENT OF ODISHA
HOME DEPARTMENT

BE-OC-39/12 NO.3762/BE, Bhubaneswar Dt. 27.01.2012

TENDER DOCUMENT

For providing services of Security Guards – 5 nos and Security Supervisor – 1no.to the Odisha Bhawan,Plot No.5, Sector-30/A, Vashi, Vashi, Navi Mumbai, under Home Department, Government of Odisha by a Security Service providing agency.

a) Period of issue of Tender Document : dt 01.02.12 to dt 10.02.12

b) Last date and time for submission
of tender document : dt 15.02.12 upto 5PM

c) Place of submission of complete 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) Tender

d. Place, date & time for opening of :

i)Technical Bids :

Office of the Assistant Resident
Commissioner-cum- Manager
Odisha Bhwan,PlotNo.5, Sector
30/A,Vashi, Navi Mumbai- 400703
Dt.16.02.12 at 11AM

ii)Financial Bids of eligible Bidders :

Office of the Deputy Secretary, Home (Bhawan's Establishment) Department ,
Government of Odisha, Odisha
Secretariat,Bhubaneswar-751001 .
dt 22.02.12 at 11AM

e. Likely date of commencement of
Deployment of required Manpower : dt.01.04.2012

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Scope of work and general instructions for bidders

1. The Odisha Bhawan ,Plot No.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 services of Security Guards – 5 nos and Security Supervisor – 1no on contract basis 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 **01.04.12** and would continue till **31.03.13**. The period of the contract may further be extended beyond **31.03.2013** provided the requirement of services persists at that time or may be curtailed / terminated before **31.03.2013** 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 month notice to the selected security service provider.
3. The Odisha Bhawan ,PlotNo.5, Sector-30/A,Vashi,Navi Mumbai- 400703 under Govt. of Odisha ,Home Department, has tentative requirement for

Security Guards – 5 nos

Security Supervisor – 1no

This requirement may increase/decrease in any of the categories.

4. The estimated cost of the contract as to be quoted by the bidder.
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 so as to reach the office of the Assistant Resident Commissioner – Cum-Manager , Odisha Bhawan, Plot No – 5 , Sector 30/A , Vashi , Navi Mumbai-400703 by **5PM of dt.15.02.12**
- 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, as given below.
 - a. Period of issue of Tender Documents : **01.02.12 to 10.02.12 by 5PM**
 - b. Last date & time for submission of tender : **15.02.12 by 5PM**documents.

- c. Place,date & time for opening of :
- i)Technical Bids : Office of the Assistant Resident
Commissioner-cum- Manager
Odisha Bhawan,PlotNo.5, Sector
30/A,Vashi,Navi Mumbai- 400703
16.02.12 at 11AM
- ii)Financial Bids of eligible Bidders : Office of the Deputy Secretary, Home (Bhawan's Establishment) Department ,
Government of Odisha, Odisha
Secretariat,Bhubaneswar-751001 .
22.02.12 at 11AM
- d. Likely date of commencement of deployment of required security personnel. : **01.04.12**
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 envelop superscribing “ 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.
9. The successful Bidder will have to deposit a performance security deposit of an amount equivalent to one month's salary of all the persons to be deployed 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. 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.
 - g. Approval of Commissioner of police, Mumbai, Govt. of Maharashtra.
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 initialised by the person authorized to sign the tender bids.
13. The Technical Bids shall be opened on the scheduled date and time at the Office of the ARC-Cum- Manager, Odisha Bhawan, Plot No.5, Sector-30A, Vashi, Navi Mumbai-400703 in the presence of the representatives of 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 e.mail/Fax/Telephone/Post. The Financial bids shall be opened at 11.00 A.M. on **22.02.12** in the office room of the Deputy Secretary to Govt., Home (Bhawan's Establishment) Department, Govt. of Odisha, Odisha Secretariat, Bhubaneswar-751001 in the presence of the 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, Govt. of Odisha reserves the right to cancel all bids without assigning any reason thereof.

TECHNICAL REQUIREMENTS FOR THE TENDERING 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/ three 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. 3 crore.
 - (i) Execution of contracts of similar type during preceding 3 years of value of Rs. 5,00,000/-

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

1. The minimum age of Security personnel should be as per the rules of Govt. of Maharashtra.

2. The Security guards must be Matriculate with one year of experience.

3. The Security Supervisor must be a Graduate with three(3) years of experience.

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

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

- 3 Name of proprietor / partner/ Director :
.....

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

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

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

7 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
.....

8 PAN/GIR No. (Attach attested Copy) :

9 Service Tax Registration No. :
(Attach attested Copy)

10 E.P.F Registration No :
(Attach attested Copy)

11 E.S.I. Registration No. :
(Attach attested Copy)

12 Financial turn over of the tendering Security Service Provider for the last 3 financial years.

Financial Year	Amount (Rs. In lac)	Remarks, if any
2008-2009		
2009-2010		
2010-2011		

13 **Additional information – Copy of approval of the Commissioner of Police, Mumbai, Government 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.

14 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 in sufficient , a separate sheet may be attached)

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

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

Signature of Authorized person

Name:

Seal

Date:

Place:

DECLARATION

1. I, -----Son/ Daughter/ Wife ofShri -----
-----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 PERSONNEL TO THE ODISHA BHWAN,PLOT No.-5
SECTOR-30/A,VASHI, NAVI MUMBAI-400703

1. Name of tendering Security Service Provider :
2. Rate per person per month (on the basis of 8 hours duty per person per day) inclusive of all statutory liabilities, taxes, levies, Cess etc.

Monthly Rate per person

Sl. No.	Manpower Type	Take Home remuneration	EPF	ESI	Other statutory dues (if any)	Service charge	Service Tax	Total Per Person
1	2	3	4	5	6	7	8	9
1	Security Guard							
2	Security Supervisor							

The Minimum remuneration per person should be as per minimum Wages Act of the Labour Department, Govt. of Maharashtra, enforced from time to time.

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 by each manpower.
3. The rate quoted shall be firm & fixed for the period of contract. No escalation shall be allowed under any circumstances.

AGREEMENT

This Agreement is made on this.....day of 2012 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 where as the "Authority" has finalised 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 personnel to be engaged as "....." 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.

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.....
.....

GENERAL TERMS & CONDITIONS

1. The Agreement shall commence from dt. 01.04.12 and shall continue till dt.31.03.13 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 31.03.13 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 Odisha Bhawan, Vashi, Navi Mumbai, at present, has tentative requirement of Security Guards-5nos and Security Supervisor-1 no on urgent basis. The requirement of the Odisha Bhawan may further increase or decrease marginally during the period of initial contract also and the tenderer would have to provide additional Security services, if required, on the same terms and conditions.
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. In case, the person deployed remained absent on a particular day or comes late/ leaves early on three occasions, proportionate deduction from the remuneration for one day will be made .
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 No5, Sector -30/A, Vashi, Navi Mumbai so that optional services of the persons deployed could be availed without any disruption.

10. The entire financial liability in respect of Security services deployed in Odisha Bhawan, Navi Mumbai shall be that of the Security Service provider and the Odisha Bhawan will in no way be liable. It will be the responsibility of the Security Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Odisha Bhawan .
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.
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. In case the grievances of the deployed persons are not attended to by the Security Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Home Department and an Authorised representative of the Security Service Provider.
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 nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.
15. 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 and shall have no claim for any absorption in regular or other capacity.
16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with Odisha Bhawan under the provision of rules . Undertaking from the person deployed to this effect shall be required to be submitted by the Security Service Provider.
17. 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 . **

18. The Security Service Provider shall provide a substitute well in advance, if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the Security Service Provider's contributions towards Provident Fund and Employees State Insurance, wherever applicable.
19. The persons deployed by the Security Service Provider should have good police records and no criminal case should be pending against them.
20. 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

21. 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 confidentiality 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.
22. 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.
23. 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**.
24. 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.
25. 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**.

26. 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.
27. 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

28. 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.
29. 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 deploy the required manpower against the initial requirement within 30 days from the date of placing the order, the EMD shall stand forfeited without giving any further notice.
30. The successful tenderer will have to deposit a security equivalent to one month's salary of employees including statutory dues in the form of Fixed Deposit Receipt(FDR) made in the name of the agency but hypothecated to the D.D.O-Cum-Under Secretary to Govt., Home Department, Government of Odisha, Odisha Secretariat, Bhubaneswar covering the period of contract. In case the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer .
31. The successful tenderer will have to deposit a Performance Security Deposit of one month's salary of all the persons deployed in the form of Bank guarantees from any Nationalized Bank drawn in favour of the Authority covering the period of contract. In case the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful tender.

The amount of performance security deposit is to be determined by the Authority taking into account the contractual obligation of the security service provider.

32. 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.
 33. 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 persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
 34. The claims in bills regarding Employees' State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished.
 35. The amount of penalty calculated @ Rs. 100 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Security Service Provider shall be deducted from its monthly bills in the succeeding month.
 36. 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.
 37. 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.
 38. All disputes shall be under the jurisdiction of the competent courts located at Bhubaneswar, Odisha.
 39. 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.
- ** Registration / license under the contract Labour (Registration & Abolition) Act, 1970 is applicable to Security Service Provider employing more than 20 workmen.
-