

RFP Letter No. IM – 26/2021/5062; Date: 18.05.2022

REQUEST FOR PROPOSAL
FOR
PROVIDING SECURITY GUARD / ARMED GUARD



ODISHA STATE HOUSING BOARD (OSHB)

A/32, UNIT-III, SACHIVALAYA MARG,
BHUBANESWAR, ODISHA 751001

Invitation for Bid

RFP Letter No: IM – 26/2021/5062, Dtd.18.05.2022

Sealed proposals are invited by the Odisha State Housing Board from amongst consultancy firms/ agencies for providing Security guard / Armed Guard personnel initially for a period of Two year, with provision for extension for further one year to be selected on Quality and Cost Based Selection (QCBS) process. The bidders have to submit technical and financial proposal. Further details of the services requested are provided in the various annexures enclosed with this letter.

1. Completed Proposal for the work in prescribed formats shall be received on or before 31.05.2022 up to 3.00P.M.-
2. The sealed proposals can be sent well in advance by registered post or speed post or in person to the Secretary, Odisha State Housing Board, A/32, Kharavela Nagar, Unit-III, In front of Masjid, Bhubaneswar. Bidders can also submit proposal by hand to above office.
3. The Proposal received shall be opened on 01.06.2022 itself at 11.30 A.M. in the presence of representatives of bidders. Bidders are requested to ensure presence of their representative at the time of opening of the bid, who must submit an authorization letter from the bidder.
4. This RFP includes the following documents:
 - i. This Letter of Invitation
 - ii. Instructions to Bidders (see Annexure-I)
 - iii. Data Sheet and Check List (see Annexure-II)
 - iv. Technical Proposal Letter for Submission (see Annexure—III)
 - v. Financial Proposal Submission form (see Annexure—IV)
 - vi. Terms of Reference (ToR) (see Annexure—V)
 - vii. Specific Responsibility of the bidding firm (see Annexure—VI)
 - viii. Performance Bank Guarantee Format (see Annexure—VII)
 - ix. Standard Contract Document (see Annexure-VIII)
5. While all information / data given in the RFP are, to the best of the Client's knowledge accurate within the consideration of scope of the proposed contract, the Client holds no responsibility for accuracy of information and it is the responsibility of the Bidder to check the validity of information / data included in this document.
6. The Client reserves the right to cancel the entire bid process or part of it, at any stage without assigning any reason thereof.

Interested Bidders may obtain further information from the office of the Housing Commissioner-cum-Secretary, Odisha State Housing Board, A/32, Kharavela Nagar, Unit-III Bhubaneswar via Tel-PABX-0674-2390141/2390142 Ext-140 or visit website www.osh.org.

SD/-

**Housing Commissioner-cum-Secretary
O S H B, BHUBANESWAR**

Instructions to Bidders

1. Introduction

These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Data Sheet and accompanying documents.

The bidder to submit Technical and Financial Proposal and selection shall be based on QCBS.

The Bidder shall bear all costs associated with the preparation and submission of its proposal and contract negotiation.

The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to award of contract without thereby incurring any liability to the bidder.

In no case, sub-letting of" overall works "would be accepted.

2. Eligible Bidder

In this case, the eligible Bidder is an institute of reputes /consultancy firm/ Agency having experience of successfully executing at least one similar project of providing security guards and armed guards to Government/ Govt. PSUs/ Govt. enterprises for at least 1 year operation with annual contract value of the project awarded being not less than Rs. 10 Lakhs in last 5 years.

Agencies which are not having experience in handling similar assignments CANNOT participate in the bidding process.

The Bidder must be a registered agency / firm. Copy of Registration certificate required to be submitted along with Technical Proposal.

Bidders shall provide evidence of their experience in handling similar projects in terms of work order/ client's certificate..

The bidders must have at least 100 persons in their payroll as full time / contractual employees as on 30.04.2022.Copies of their EPF (Employee Provident Fund)& ESI(Employee State Insurance) Certificates to be submitted with the Technical proposal.

"Average" Annual turnover of the bidder should be more than Rs.50 Lakhs in last 3 financial years. Copy of PAN/GIR card, IT Returns filled for at least one financial year; GST registration certificate shall be submitted along with Technical Proposal.

2.2 Conflict of Interest

Conflict of interest exists in the event of: (i) Deleted; (ii) Agencies or institutions who have a business or family relation with the Client directly or indirectly; and (iii) practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha.

3. Disclosure

Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of its Contract.

Bidders must disclose if they are or have been the subject of any proceedings (such as

blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.

Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:

- a) a criminal offence or other serious offence involving the activities of a criminal organization, or where they have been found by any regulator or professional body to have committed professional misconduct;
- b) Corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
- c) Failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

4. Anti-corruption Measure

Any effort by Bidder(s) to influence the Client in the evaluation and ranking of technical Proposals, and recommendation for award of Contract, may result in the rejection of the Proposal.

A recommendation for award of Contract shall be rejected if it is determined that the recommended Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases OSHB shall blacklist the Bidder either indefinitely or for a stated period of time, disqualifying it from participating in any OSHB related bidding for the said period.

5. Clarification on Provisions of the RFP Document

Interested Bidders may seek clarification on any of the provisions in the RFP document through e- mail to aaostoshb@gmail.com addressed to the Client's Representative. Such requests for clarification shall be entertained up to 23.05.2022-. Response to all clarification received through e- mail and shall be responded by 25.05.2022 as per Data Sheet.

6. Amendment of the RFP document

At any time before submission of Proposals, the Client may amend the RFP by issuing an addendum through e-mail and webhosting in the OSHB website i.e. www.oshb.org respectively.

Any such addendum will be binding on all the Bidders.

To give Bidders reasonable time in which to take an addendum into account in preparing their Proposals, the Client may, at its discretion, extend the deadline for the submission of the Proposals.

7. Language of Proposals

The Proposal and all related correspondence exchanged between the Bidder and the Client shall be written in the English language. Supporting documents and printed literature that are part

of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self- certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

8. Cost of bidding

The Bidder shall bear all costs associated with the preparation and submission of its Proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

9. Taxes

The GST as applicable will be paid as mentioned in Data Sheet.

10. Submission of Proposal

Proposals must be received before the deadline specified in the Data Sheet.

Proposals must be submitted to the address specified on the Data Sheet and delivered on or before the time specified in the Data Sheet.

11. Documents comprising the Proposal

Bidders shall submit one sealed envelope, containing the Technical and separately sealed Financial Proposal. The Technical Proposals will be opened at the date and time specified in the Data Sheet.

12. Proposal validity

Proposals shall remain valid for the period specified in the Data Sheet commencing with the deadline for submission of Technical Proposals as prescribed by the Client.

A Proposal valid for a shorter period shall be considered non- responsive and will be rejected by the Client.

13. Format and Signing of Proposals

A Technical and Financial Proposal (original) as mentioned in the Data Sheet shall be submitted in the prescribed format attached with this RFP document at ***Annexure- III and Annexure- IV.***

The original Technical Proposal shall be signed by a person duly authorized to sign on behalf of the Bidder. The name and position of the person signing the authorization must be typed or printed below the signature. All pages of the Technical Proposal shall be signed by the person signing the Proposal.

Any interlineations, erasures, or overwriting shall be valid only if signed or initialed by the person signing the Proposal.

14. Deadline for Submission of Proposals

The Client may, at its discretion, extend the deadline for the submission of Technical

Proposal by amending the RFP, in which case all rights and obligations of the Client and Bidders subject to the previous deadline shall thereafter be subject to the deadline as extended.

15. Late Proposals

The Client will not consider any Proposal that arrives after the deadline prescribed by the Client for submission of Proposals in the Data Sheet. Any Proposal received after the respective deadline for submission shall be declared late, rejected, and returned unopened to the Bidder.

16. Evaluation of Offers:

Bids received and found valid will be evaluated by CLIENT to ascertain the best evaluated bid in the interest of CLIENT for project services under this document. The Bidder should take enough care to submit all the information sought by CLIENT in the desired formats. The bids are liable to be rejected if information is not provided in the desired formats, however CLIENT reserves right to seek any clarification from any bidder if it so desires. The proposals, in general, shall be evaluated using the following criteria:

Technical evaluation of the bid would be carried out applying the evaluation criteria specified below. Each respective technical bid will be attributed a technical score as per following breakup:

Sl. No.	Main Criteria and Weights* Out of Total 100 marks	Sub Criteria	Sub Weights
1	Financial Strength	a. Consultancy Turnover (Average 3 years) Above Rs .50 Lakhs - 20 marks, For every additional Rs .25 Lakhs. - 2 marks each subject to maximum of 30 marks.	30
		b. Net Worth (average 3 years) Above Rs 10.0 Lakhs - 15 marks, For every additional Rs.5.0 lakh - 1 mark each subject to maximum of 20 marks.	20
2	Institutional Strength	Total No. of Personnel in the Payroll of the Institution. Above 100 Nos. - 20 marks, for every additional 20 Nos. – 2 marks each subject to maximum of 30 marks.	30

3	Experience in supply of Security Guards to Govt. / Govt. Enterprise with minimum contract value of more than Rs. 10 lakhs and minimum period of 1 year in a single project at least during last 5 years-20 Marks. Marking shall be 4 Marks for each project subject to maximum of 20 marks.	20
Total		100

Based on the evaluation of technical bids, the bidders shall be ranked highest to lowest technical score (ST) in accordance with the total marks obtained. The bidders with technical bid score of minimum 70% and above will be considered technically qualified for further process.

Quality and Cost Based Selection (QCBS) method will be followed during the overall selection process. Based on the evaluation of technical proposal, the technically qualified bidders shall be ranked highest to lowest Technical Score (**ST**) in accordance to the marks obtained during the technical evaluation stage. There shall be 70% weightage to technical score and 30% weightage to financial score.

The individual bidder's financial score (**SF**) will be evaluated as per the formula given below:

SF = [Fmin / Fb] * 100 (rounded off to 2 decimal places) where,

SF= Normalized financial score of the bidder under consideration.

Fmin=Minimum financial quote among the technically qualified bidders

Fb= Financial quote of the bidder under consideration

Combined Score (S) = ST * 0.7 + SF * 0.3

Where ST = Technical score secured by the bidder. Where SF = Financial score secured by the bidder. The bidder securing the highest evaluated **Combined Score(S)** will be awarded the contract observing due procedure.

If the total score obtained equal, the bidder obtaining higher technical score will be selected. If the technical score is also equal then the bidders shall be selected through draw of lottery.

17. Client's Right to Accept any Proposal, and to Reject any or all Proposals

The Client reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to the Bidders.

18. Award of Contract Notification

Prior to the expiration of the Proposal validity period, the Client shall notify the successful

Bidder, in writing, that its Proposal has been accepted. At the same time, the Client shall notify all other Bidders of the results of the bidding.

Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

19. Negotiations/Clarifications

The successful Bidder will be informed in writing of the date, place and time for negotiations/clarifications, if any. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.

20. Signing of Contract

After notification, the Client shall communicate to the successful Bidder to sign the Contract. Standard Contract Document (see Annexure - VIII)

Pursuant to negotiations, the successful Bidder shall sign, date, and return the Contract, along with necessary supporting documents, to the Client.

All formalities of negotiation and signing of contract will be completed within Fifteen (15) days of notification of award.

Data Sheet and Check List

A. Data Sheet:

1.	Title of Consulting Service: "Providing Security Guard / Armed Guard person to OSHB									
2.	Name of the Client: Housing Commissioner-cum-Secretary, Odisha State Housing Board, A/32, Kharavela Nagar, Unit-III, Bhubaneswar.									
3.	Selection of consultancy firm/agency: The bidders have to submit the technical Proposal giving their credentials, experience, as per technical proposal form given at scope of work Annexure – II. Financial proposal as per Annexure – III. The evaluation shall be made as per eligibility criteria specified at ToR.									
4.	Manpower will be required to be posted as specified in ToR.									
5.	Technical proposal to be submitted: YES, as per the form given at Annexure –III Along with all supporting documents.									
6.	<p>Financial proposal to be submitted: YES, (Annexure-IV)</p> <ul style="list-style-type: none"> Only for the percentage of Commission/ Service charges to be offered by the agencies/firms which shall be the bidding parameter. The fee payable to provide different Manpower and carryout activities as per the ToR (Annexure - IV) shall be as under: <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>Sl. No.</th> <th>Position</th> <th>Consolidated Remuneration Per Person (in Rs.)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Security Guard – 1No</td> <td>355/- per Day</td> </tr> <tr> <td>2</td> <td>–Armed Guard—1 NO</td> <td>405/-per Day</td> </tr> </tbody> </table> <p><i>Age group of each security guard must be within a range of 25 - 35 years.</i></p> <p><i>The minimum wage of above-mentioned personnel may vary as per Govt. notifications time to time.</i></p> <ul style="list-style-type: none"> Salary of the personnel quoted by the agency shall include EPF & ESI. The agency/ Firm has to pay above monthly remuneration amount to each personnel after deducting employee share of EPF and ESI at the applicable rate time to time notified by Govt. during the execution. The agency has to deposit the deducted amount (Employee share) along with employer share in each employee's personnel EPF and ESI accounts in time. Employer's share of each individual may be reimbursed to the agency after submitting valid document / receipt. The quoted amount shall include Salary + Service Charge GST shall be paid extra as applicable from time to time on the quoted amount only. The bidders are to offer percentage of service charges on total salary (as above) in price bid which shall be the bidding parameter. The service charge shall be quoted in percentage of total salary. Bids shall be rejected, if any bidder mention service charge below 2% of the 	Sl. No.	Position	Consolidated Remuneration Per Person (in Rs.)	1	Security Guard – 1No	355/- per Day	2	–Armed Guard—1 NO	405/-per Day
Sl. No.	Position	Consolidated Remuneration Per Person (in Rs.)								
1	Security Guard – 1No	355/- per Day								
2	–Armed Guard—1 NO	405/-per Day								

	<p>total salary as stated in above clause</p> <ul style="list-style-type: none"> Number of personnel required during the contract period for each category shall be intimated from time to time and bidder to provide as per rate agreed in this contract. The salary amount mentioned above may be varied from time to time as per the Govt. Instruction/ notification/ circular.
7.	<p>Address for submission of Proposals: Housing Commissioner-cum-Secretary, Odisha State Housing Board, A/32, Kharavela Nagar, Unit-III, Bhubaneswar. via Tel-PABX-0674-2390141/2390142 Ext-140 or visit website www.osh.org.</p>
8.	<p>The Client's Representative is:</p>
9.	<p>Proposals shall remain valid for 90 days after the submission date indicated in this Data Sheet.</p>
10.	<p>Clarifications may be requested not later than 23.5.2022 (4.00 PM). All requests for clarifications will be directed to the Client's representative. The Client shall respond to requests for clarifications by electronic means through e-mail.</p>
11.	<p>The Bidder is required to include with its proposal written confirmation of authorization to its representative to sign on behalf of the Bidder: YES</p>
12.	<p>Bidders Eligibility Criteria–Applicable; As specified at Clause-2.0</p>
13.	<p>If any envelope is not sealed and marked as instructed, the Client will assume no responsibility for the misplacement or premature opening of envelopes leading to disqualification of the Bidder from the bidding process.</p>
14.	<p>Tender fee must be deposited: YES Tender fee of Rs. 1,000/- +GST 18%(non-refundable) to be deposited.</p> <p>Earnest Money Deposit (EMD) to be submitted: YES</p> <p>EMD of Rs. 10,000 (Refundable) to be deposited. The EMD of successful bidder Shall be kept with the client and will be refunded after completion of the contract period.</p> <p>Both tender fee and EMD should be accompanied with proposal.</p>
15.	<p>Form for Tender fee & Earnest Money will be: in shape of demand draft in favor of the "Odisha Housing Board Fund Bhubaneswar", payable at Bhubaneswar. Bids not accompanied by tender fees and EMD shall stand rejected.</p>
16.	<p>A Performance Bank Guarantee is to be submitted by the winning Bidder upon signing of Contract: YES</p> <p>The amount will be for Rs 2,00,000/- to be submitted in form of Performance Bank Guarantee (BG) as per format given in Annexure VII from any scheduled bank having branch in Bhubaneswar; The validity of the Performance Bank Guarantee should be up to end of contract period plus 3 months. This can be encashed in case of deviation to terms and condition of contract. The bank guarantee should be submitted within 15 days of signing of the contract agreement. If the BG shall not be deposited within the stipulated time, the contract may be terminated.</p>
17	<p>Proposals must be submitted no later than the following date and time: 31.05.2022</p>

	up to 3 PM.
18	Date and time for opening of the Technical Proposals received in presence of participants: 01.06.2022 at 11.30 AM.
19	Date and time for opening of the Financial Proposals of qualified bidder: 06.06.2022 at 11.00 AM.

B. Check List

The bidders are requested to check the following points before submitting the bids:

i)	1.	Whether the Proposals have been properly marked, superscripted, labeled and sealed, as required?
	2.	Whether each proposal has been signed by the appropriate authority?
	3.	Whether the Audited balance sheet for last three years been submitted along with the proposal and chartered accountants certificate for consultancy turnover?
	4.	Have the Tender Fee and EMD been enclosed with the technical proposal?
	5.	Whether the number of pages of the proposal properly indexed?
ii)		All the bidders should send:
	a.	Agency's consent letter to terms & condition of this RFP.
	b.	Brief Profile of the Agency
	c.	Experience of successfully executing as per clause 2.0- (Copy of work order/certificate to be enclosed).
	d.	Self-certificate by Director/Owner of the bidders firm regarding the no of persons employed in roll of company as on 31st January 2022.
	e.	For the five best projects claimed under other experience enclose copies of work order/certificate

Annexure -III

Technical Proposal Letter for Submission

Letter No.

Place:

Date:

From:

[Name of the consultant with
Complete Address of Communication]

To:

**The Housing Commissioner-cum-Secretary,
Odisha State Housing Board,
A/32, Kharvela Nagar, Unit – III,
Bhubaneswar – 751001**

Subject: Providing of Security guard / Armed Guard personnel for a period of Two year

We, the under signed offer to provide the services for the above in accordance with your Request for Proposal dated We are hereby submitting our Technical Proposal in hard copy format sealed in an envelope.

We have examined the information provided in your Request for Proposal (RFP) and offer to undertake the work described in accordance with requirements and as per fee payable specified in RFP. This proposal is valid for acceptance for 120 days and we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

We accept that any contract that may result will comprise the contract documents issued with the RFP and be based upon the documents submitted as part of our proposal; and placed by the (Name of the agency/institution). The Proposal has been arrived at independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other party invited to tender for this contract.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

I confirm that I have the authority of (Name of the agency/institution) to submit proposals/tenders and to clarify any details on its behalf.

We understand you are not bound to accept any proposal you receive.

Enclosures:

Yours sincerely
Signature[In full and initials]:
Name and Title of signatory:
Name of Firm:
Address:

APPENDIX – I

FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL

A. General Details:

Sl. No.	Name of the organization / Firm/ Agency	
1.	Permanent address Tel : Fax: Email id :	
2.	Name of the Authorized person for submitting proposal: Mobile No. : Email id : (Attach Authorization letter of Competent Authority)	
3	Demand draft Details Tender fee Amount: DD No.: Issuing Date: Name of the Bank:	
4	Demand draft Details EMD Amount: DD No.: Issuing Date: Name of the Bank:	
5	Discloser information as per clause-4 Instruction to Bidder (Annexure-I)	
6	Whether the agency was ever blacklisted: Y/N If yes, whether that blacklisting was not cancelled: Y/N (If yes, attach copy of same and the affidavit)	
7	Brief professional background of the organization	YES
8	Confirm to carry assignment as per TOR & terms of this RFQ with salary to personnel payable specified in RFQ	YES
9	Confirm to accept all term & conditions specified in RFQ documents	

B. Financial Details

B.1. Turnover & Net worth

SN	Year	Consultancy Turnover	Net Worth
1.	2018 – 19		
2.	2019 – 20		
3.	2020 – 21		
4.	Average of 3 years		

(Certificate from Chartered Accountant for the consultancy turn over to be enclosed along with the copies of balance sheets.)

B.2. Following financial documents of the bidder shall be submitted along with Technical Proposal.

- a) Copy of PAN/GIR card,
- b) IT Returns filled for last three financial year;
- c) GST registration certificate.

C. Total Number of personnel in payroll as of 31/01/2022

Details of employees along with their EPF & ESI Certificates
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D. WORK Experience (Similar Project – Providing Security Guards / armed guards) up to 31/01/2022. Project Fee should be more than Rs 10 Lakhs and minimum execution period more than 1 year.

Sn	Name of Client and Address	Project details Providing Manpower to Government/ Govt. PSUs/ Govt. enterprises in last 5 years.	Duration of project in years	Value of consultancy fee in INR	Work order issued/MoA signed on (date) (Attach documents)	Status of implementation

(ADD ROWS IF REQUIRED)

- E. Deleted
- F. Deleted

Authorised Signature [In full and initials]:
Name and Title of signatory:
Name of Firm:
Address:

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

**The Housing Commissioner-cum-Secretary,
Odisha State Housing Board,
A/32, Kharvela Nagar, Unit – III,
Bhubaneswar – 751001**

Dear Sir,

We, the undersigned, offer to provide the consulting Assignment/job for providing of Security guard / Armed Guard personnel in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of the Domestic taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph 4 of the Part II Data Sheet.

We understand you are not bound to accept any Proposal you receive. We remain, yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of signatory:

Name of Firm:

Address:

Enclose: Financial Proposal

Format for Financial Proposal

1. RENUMERATION TO BE PAID FOR DIFFERENT POSION SHALL BE AS UNDER

Sl. N.	Position	Consolidated remuneration Per Person (in Rs.)	Requirement of salary per month	Requireme nt of Salary for two years	Service Charge @ ___%	Quoted Amount (inclusive of Service Charge.)	GST As applicable time to time as per Govt. notification on Quoted Amount	Grand Total
A	B	C	D	E	F	G = E+F	H	I = G+H
1	<u>Security Guard-10 Nos.</u>	355	10,650/-	2,55,600				
2	<u>Armed Security Guard-1 Nos.</u>	405	12,150	2,91,600				

In addition, EPF and ESI as applicable time to time as per Govt. notification shall be deposited in individual accounts of Personnel. The Salary (Includes employees' contribution of EPF & ESI) amount shall be claimed from client. SERVICE CHARGES TO BE Charged on Salary Amount -- IN percentage (%) (To be quoted by Bidder).

(Note: service charge of less than 2% if quoted shall be rejected.)

GST is applicable to the quoted amount as applicable time to time as per Govt. notification.

Signature of Manpower Service Provider/ Authorized Person

Name:

Seal: Date:

Place:

Notes: 1. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.

Service Charge offered above shall remain firm and fixed till completion of the contract.

Authorised Signature [In full and initials]:

Name and Title of signatory:

Name of Firm:

Address:

Terms of Reference

The OSHB requires the services of registered and financially sound Manpower Service Providers to provide services as Security Guard, Armed Security Guard, on contract basis for day to day work of office. The Security Guard / Armed Guard personnel are to be placed within a period of 15 days from the date of award of contract. The additional non -technical personnel as and when required will be intimated to the firm/agency shall arrange to place the personnel within a period of 21 days of intimation.

Detail scope of work:

- a) The security services to watch and ward at OSHB Head Office, Bhubaneswar & different work sites as per requirement from time to time in order to ensure inter alia the following objectives.
 - I. Detection and prevention of un-authorized entry and exit of men, materials, vehicles and other tangible and intangible assets of OSHB office premises.
 - II. The agency selected to this purpose shall require to deploy number of Security Guards fulfilling the criteria mentioned in Appendix C.
- b) Deployment of personnel may be decreased or increased as per requirement.
- c) The Agency will provide proper uniforms, arms and ammunitions, long range lights, whistle, lathis, shoes, hat as required at their own cost.
- d) Rotation of guards shall be ensured periodically within the various security points.
- e) The duties and responsibilities of the guards shall be as detailed at Appendix A.

TECHNICAL REQUIREMENTS FOR THE TENDERING SECURITY SERVICE PROVIDER

- 1. The tendering manpower service provider should fulfill the following technical specifications:
 - a) The registered office or one of the branch offices of the manpower service provider should be located within Bhubaneswar. In case the man power service provider has no registered office/branch office within Bhubaneswar, then the Manpower Service Provider should provide the name, designation, address and contact number of the person to liaison with this office.
 - b) They should be registered with the appropriate registration authority.
 - c) They should have at least Three years' of existence and providing Security guards / arm guards to Government Departments, Institutes, Public Sector Companies/Banks etc.; with proof.
 - d) They should have their own Bank Account in name of the Organization/Company/Farm;
 - 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 or must provide Document of Processing the same.
 - g) They should have any other regulatory clearance (to be specified by the user Department) that may be required for providing manpower services.
2. The tendering Security Service providers are required to enclose photocopies of the following documents, 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 PAN/GIR card;
 - c) Copy of the IT return filed for at least one financial 1 years;
 - d) Copies of EPF and ESI Certificates or Applied for;
 - e) Copy of the GST registration certificate;
3. Date and time for submission of Tender documents:
- Tender Documents may be submitted by Registered Post/Speed Post/ so as to reach the Office of the Housing Commissioner-cum-Secretary, Odisha State Housing Board, A/32, Kharavela Nagar, Unit-III, Bhubaneswar. as per the above date and time.
4. The Tender papers shall be opened on the scheduled date and time i.e. at 11.30 A.M. on 01.06.2022 in OSHB
- Office in the presence of the representatives of the Bidders, if any, who wish to be present on the spot at that time.
5. The Financial Bid of only those Bidders will be opened whose Technical Bids are found in order. The Date for Financial Bid opening specified within the Data Sheet in OSHB office in the presence of the representatives of the Bidders, if any, who wish to be present on the spot at that time.
6. The Competent Authority i.e. the Chairman, OSHB reserves the right to accept or reject any or all bids without assigning any reason.

1. SPECIFIC RESPONSIBILITIES OF THE BIDDING FIRM / AGENCY

FIRM shall ensure that the personnel positioned are having professional competency, possess skills and attitude for the assignment. The specific responsibilities of Firm / Agency shall be:

- i. Procure and retain quality personnel in specific domain areas.
- ii. Deleted.
- iii. Deleted.
- iv. The FIRM shall ensure that all the Personnel are paid their salary/fee on or before 5th day of every succeeding month.
- v. For the period of absence of Personnel for more than 10 days, the FIRM will not claim the remuneration against the Personnel concerned for the said period, i.e. period beyond 10 days of absence or non-engagement of such personnel.
- vi. Deleted.
- vii. Deleted.

PAYMENT AND REPORTING SCHEDULE AND ADDITIONAL PERSONNEL

After due endorsement of absentee statement by the officer, the same to be submitted to OSHB along with the monthly invoice for releasing of monthly payment to the agency.

The fee payable to provide security guard & armed guard personnel and carry out activities as per the ToR shall be as under:

Firm has to pay above amount to each personnel with EPF& ESI as applicable time to time as per Govt. notification and shall be deposited in individual accounts. The GST applicable at the prevailing rate on the date of monthly invoice will also be paid.

The total fee payable for the salary of Security guard / Armed Guard personnel per month is as per Annexure IV

The total contract value towards salary for the two year is as per Annexure IV.

OSHB, the paying authority has the right to verify payment of above salary and EPF / ESI deposits at any time during the execution of contract and any violation noticed can lead to termination of the contract.

However, if additional personnel are required during the contract period the contract value will stand amended based on no of personnel engaged as per the rate specified above and period of engagement.

PERFORMANCE BANK GUARANTEE

To

_____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of agency] (hereafter called "the Agency") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Agency shall furnish you with a Performance Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Agency such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Agency, up to a total of _____ [amount of guarantee]* _____ (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until end of contract period plus 3 months.

Signature and Seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

* An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

CONTRACT

For

Providing of Security Guard / Armed Guard Personnel

Between

**Odisha State Housing Board, under Housing & Urban Development Department,
Govt. of Odisha, Bhubaneswar**

and

[name and address of the Selected Consultancy firm / agency]

Dated:

Place:

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I. Form of Contract

(Text in brackets [] should be filled up appropriately)

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between the Odisha State Housing Board, A/32, Kharavela Nagar, Bhubaneswar PIN- 751001 (hereinafter called the "Client"), or the First Party and, [name of Consultancy firm / agency] (hereinafter called the "Consultancy firm / agency") of the FIRM.

WHEREAS

(a) the Consultancy firm / agency, having represented to the "Client" that it has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated issued by the Client;

(b) The "Client" has accepted the offer of the Consultancy firm / agency to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached here to shall be deemed to form an integral part of this Contract.

(a) The General Conditions of Contract;

(b) The Special Conditions of Contract;

(c) The following Appendices:

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Staffing schedule

Appendix D: Cost Estimates

Appendix E: Duties of the "Client"

Appendix F: Duties of the Consultancy firm / agency

2. The mutual rights and obligations of the "Client" and the Consultancy firm / agency shall be as set forth in the Contract, in particular:

(a) the Consultancy firm / agencies shall carry out and complete the Services in accordance with the provisions of the Contract; and

(b) the "Client" shall make payments to the Consultancy firm / agency in accordance with the provision of the Contract

(c) agency in accordance with the provision of the Contract

(d) **IN WITNESS WHEREOF**, the parties here to have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by-----

1. For and on behalf of the O.S.H.B.

2. [name of "Client"]

In presence of (Witnesses)

(i)

(ii)

3. For and on behalf of the [name of firm]

In presence of (Witnesses)

(i)

(ii)

I. General Conditions of Contract

1. GENERAL PROVISIONS

1.1. Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in Odisha for the time being.
- (b) "Consultancy firm / agency" means any private or public entity that will provide the Services to the "Client" under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC) and the Appendices.
- (d) "Day" means calendar day.
- (e) "Effective Date" means the date on which this Contract comes in to force and effect pursuant to Clause GC 2.1.
- (f) "Foreign Currency" means any currency other than the currency of the "Client's" country.
- (g) "GC" means these General Conditions of Contract.
- (h) "Government" means the Government of Odisha.
- (i) "Local Currency" means Indian Rupees.
- (j) "notice" Written communication sent to Address for communication mentioned in contract.
- (k) "Party "means the" Client" or the Consultancy firm / agency, as the case may be, and "Parties" means both of them.
- (l) "Personnel" means technical personnel provided by the Consultancy firm / agency assigned to perform the Services or any part thereof; "Foreign Personnel" means such technical personnel and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such technical personnel and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in ClauseGC4.2(a).
- (m) "Reimbursable expenses" means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the work to be performed by the Consultancy firm / agency pursuant to this Contract, as described in Appendix A hereto.
- (p) "Third Party" means any person or entity other than the "Client", or the Consultancy firm/agency.
- (q) "In writing" means communicated in written form with proof of receipt.

1.2. Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Client” and the Consultancy firm/ agency. The Consultancy firm/agency, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3. Law Governing Contract:

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of Odisha.

1.4. Headings:

The headings shall not limit, alter or affect the meaning of this Contract.

1.5. Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.6 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and where the location of a particular task is not so specified, at such locations, as the “Client” may approve..

1.7 Authorized Representatives:

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Client” or the Consultancy firm/agency may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties:

The Consultancy firm/agency and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws

of Odisha.

1.9 Fraud and Corruption

1.9.1 Definitions: It is the Client's policy to require that Clients as well as Consultancy firm / agency observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Client defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "collusive practices" means a scheme or arrangement between two or more Consultancy firm / agency, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.9.2 Measures to be taken by the Client

- a. The Client may terminate the contract if it determines at any time that representatives of the Consultancy firm/agency were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Consultancy firm / agency having taken timely and appropriate action satisfactory to the Client to remedy the situation;
- b. The Client may also sanction against the Consultancy firm/agency, including declaring the Consultancy firm/agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultancy firm/agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Client-financed contract;

1.9.3 Commissions and Fees

At the time of execution of this Contract, the Consultancy firm / agency shall disclose any commissions or fees that may have been paid or are agreed to

be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultancy firm / agency instructing the Consultancy firm/agency to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC Client may, by not less than twenty one (21) days written notice to the Consultancy firm / agency, declare this Contract to be null and void, and forfeit the EMD.

2.3 Commencement of Services: The Consultancy firm/agency shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period as specified in the SC.

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations: (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Client is required.

2.7 Force Majeure

2.7.1 Definition

- a. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused hen on-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-Consultancy firm / agency or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- c. Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such in ability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken:

- a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such

event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultancy firm/agency, upon instructions by the "Client", shall either demobilize or continue with the Services to the extent possible, in which case the Consultancy firm/agency shall continue to be paid proportionately and on prorated basis, under the terms of this Contract.
- e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.7.4 Suspension: The "Client" may, by written notice of suspension to the Consultancy firm/agency, suspend all payments to the Consultancy firm/agency hereunder if the Consultancy firm/agency fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultancy firm/agency to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultancy firm/agency of such notice of suspension.

2.8 Termination

2.9.1 By the "Client": The "Client" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause GC 2.9.1..

- a) If the Consultancy firm/agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the "Client" may have subsequently approved in writing.
- b) If the Consultancy firm/agency becomes (or, if the Consultancy firm/agency consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the Consultancy firm/agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

- d) If the Consultancy firm/agency, in the judgment of the “Client”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e) If the Consultancy firm/agency submits to the “Client” a false statement which has a material effect on the rights, obligations or interests of the “Client”.
- f) If the Consultancy firm/agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.
- g) If the Consultancy firm/agency fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the Consultancy firm/agency to improve the quality of the services.
- h) If, as the result of Force Majeure, the Consultancy firm/agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- i) If the “Client”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.1 In such an occurrence the “Client” shall give a not less than thirty (30) days’ written notice of termination to the Consultancy firm/agency, and sixty (60)days’ in case of the event referred to in (i).

2.9.2 By the Consultancy firm/agency: The Consultancy firm/agency may terminate this Contract, by not less than thirty (60) days’ written notice to the “Client”, in case of the occurrence of any of the events specified in paragraphs(a) through(d) of this Clause GC 2.9.2.

- a) If the “Client” fails to pay any money due to the Consultancy firm / agency pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultancy firm / agency that such payment is overdue.
- b) If, as the result of Force Majeure, the Consultancy firm / agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the “Client” fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- d) If the “Client” is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultancy firm/agency may have subsequently approved in writing) following the receipt by the “Client” of the Consultancy firm / agency’s notice

specifying such breach.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC2.2 or GC2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except(i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC3.3 hereof, (iii) the Consultancy firm / agency's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultancy firm / agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultancy firm / agency and equipment and materials furnished by the "Client", the Consultancy firm / agency shall proceed as provided, respectively, by Clauses GC3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the "Client" shall make the following payments to the Consultancy firm / agency:

- a) If the Contract is terminated pursuant to Clause 2.9.1(h), (i) or 2.9.2, remuneration pursuant to Clause GC 6.3(h)(i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- b) If the agreement is terminated pursuant of Clause 2.9.1(a) to (g), the Consultancy firm / agency shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Client" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Client. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The Consultancy firm / agency will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (h) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANCY FIRM / AGENCY

3.1 General

3.1.1 Standard of Performance: The Consultancy firm / agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultancy firm / agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Client”, and shall at all times support and safeguard the “Client’s legitimate interests in any dealings with Sub-Consultancy firm / agency or Third Parties.

3.2 Conflict of Interests: The Consultancy firm/agency shall hold the “Client’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultancy firm/agency shall promptly disclose the same to the Client and seek its instructions.

3.2.1 Consultancy firm/agency not to benefit from Commissions, Discounts, etc.:

c) The payment of the Consultancy firm/agency pursuant to Clause GC 6 hereof shall constitute the Consultancy firm/agency’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultancy firm/agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultancy firm/agency shall use its best efforts to ensure that any Personnel and agents of either of them, similarly shall not receive any such additional payment.

d) Deleted

3.2.2 Deleted.

3.2.3 Prohibition of Conflicting Activities: The Consultancy firm/agency shall not engage, and shall cause their Personnel not to engage, either directly or

indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality: Except with the prior written consent of the “Client”, the Consultancy firm/agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultancy firm/agency and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken out by the Consultancy firm / agency: The Consultancy firm/agency (i) shall take out and maintain, at their own cost but **on terms and conditions approved by the “Client”**, insurance against the risks, and for the coverage's specified in the SC, and (ii) at the “Client’s request, shall provide evidence to the “Client” showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.5 Accounting, Inspection and Auditing: The Consultancy firm/agency (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the “Client” or its designated representative and/or the Client, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the “Client” or the Client, if so required by the “Client” or the Client as the case may be.

3.6 Consultancy firm / agency’s Actions Requiring “Client’s Prior Approval: The Consultancy firm/agency shall obtain the “Client’s prior approval in writing before taking any of the following actions: (a) any change or addition to the Personnel listed in Appendix C.

3.7 Deleted.

3.8 Deleted.

3.9 Deleted.

3.10 Deleted.

4. CONSULTANCY FIRM/AGENCY’S PERSONNEL

4.1 General: The Consultancy firm/agency shall employ security personnel as are required to carry out the Services. Number of Security Personnel may increase or

decrease as per requirement of OSHB. The Bidder have to provide any additional personnel with same terms and conditions.

4.2 Description of Personnel:

- a) Deleted.
- b) Deleted.
- c) Deleted.
- d) Security Guard:- **Be within 25-35 years of age.** Must have Industrial Security Training certificate from registered training institutes.

Physical Standard:

- e) Height- 5'-7" (minimum)
- f) Waist - not beyond 36"
- g) Stamina - Able to complete one mile run in 7 minutes.

4.3 Deleted.

4.4 Removal and/or Replacement of Personnel:

- a) Except as the "Client" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultancy firm/agency, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultancy firm / agency shall forth with provide as a replacement a person of equivalent or better qualifications.
- b) If the " Client" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel ,then the Consultancy firm/agency shall ,at the "Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Client".
- a. Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultancy firm/agency may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Client". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also the Consultancy firm/agency shall bear all additional travel and other costs arising

out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.5 Deleted.

5. OBLIGATIONS OF THE “CLIENT”

5.1 Assistance and Exemptions: Unless otherwise specified in the SC, the “Client” shall use its best efforts to ensure that the Government shall:

- a) Provide the Consultancy firm/agency and Personnel with work permits and such other documents as shall be necessary to enable the Consultancy firm/agency or Personnel to perform the Services.
- b) Deleted.
- c) Deleted.
- d) Provide to the Consultancy firm / agency, Sub-Consultancy firm / agency and Personnel any such other assistance as may be specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of Odisha with respect to taxes and duties, which are directly payable by the Consultancy firm / agency for providing the services i.e. GST or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultancy firm/agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultancy firm/agency under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC6.1(b).

5.3 Services, Facilities and Property of the “Client”:

- a) The “Client” shall make available to the Consultancy firm /agency and its Personnel, for the purposes of the Services and **free of any charge**, the services, facilities and property described in at the times and in the manner specified in said.
- b) In case that such services, facilities and property shall not be made available to the Consultancy firm/agency as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultancy firm / agency for the performance of the Services.

5.4 Payment: In consideration of the Services performed by the Consultancy firm / agency under this Contract, the “Client” shall make to the Consultancy firm /

agency such payments and in such manner as is provided by Clause GC6 of this Contract.

5.5 Deleted.

6. PAYMENTS TO THE CONSULTANCY FIRM/AGENCY

6.1 Total Cost of the Services

- a) The total cost of the Services payable is set forth in Appendix D as per the Consultancy firm/agency's proposal to the Client and as negotiated thereafter.
- b) Deleted.
- c) Deleted.
- d) Total cost of the services payable may be increased or decreased time to time with respect to increase and decreasing of security personals 6.1 (a) and 4.1. The Bidder have to provide any additional personnel with same terms and conditions

6.2 Currency of Payment: All payments shall be made in Indian Rupees. In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

6.3 Terms of Payment The payments in respect of the Services shall be made as follows:

- a) Deleted.
- b) Deleted.
- c) Deleted.
- d) Deleted.
- e) Deleted.
- f) All payments under this Contract shall be made to the accounts of the Consultancy firm/agency specified in the SC.
- g) Deleted.
- h) Deleted.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Client and the Consultancy firm/agency, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Client and the Consultancy firm/agency, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3 Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be

shared equally by the Client and the Consultancy firm/agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. Liquidated Damages

9.1The bidder hereby agree that due to negligence of act of any of their personnel, if the client suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and bidder agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2The amount of liquidated damages under this Contract shall not exceed [1] % of the exceed total value of the contract as specified in Appendix D.

9.3The liquidated damages shall be applicable under following circumstances:

- i) Deleted.
- j) Deleted.

10. Miscellaneous provisions:

- i. "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- ii. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- iii. The Contractor /Consultancy firm /agency shall notify the Client/ the Government of Odisha of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- iv. Each member /constituent of the Contractor/ Consultancy firm/ agency, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Client/Government for performance of works/ services including that of its Associates/ Sub Contractors under the Contract.
- v. The Contractor/Consultancy firm/agency shall at all times indemnify and keep indemnified the Client/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- vi. The Contractor/Consultancy firm/agency shall at all times indemnify and keep indemnified the Client/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultancy firm/agency's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultancy firm/agency.

- vii. The Contractor/ Consultancy firm/agency shall at all times indemnify and keep indemnified the Client/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- viii. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- ix. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/ Consultancy firm/ agency) for any engagement, service or employment in any capacity in any office or establishment of the Government of Odisha or the Client.

II. Special Conditions of Contract:

(Clauses in brackets { } are optional; all notes should be deleted in final text)

SC Clause	Ref. of GC Clause		Amendments of, and Supplements to, Clauses in
1.	1.5	1 2	<p>The addresses are:</p> <p>“Client”: Odisha State Housing Board Attention: Odisha State Housing Board A/32, Unit-III, Schivalaya Marg, Bhubaneswar, Odisha 751001 Facsimile:</p> <p>Consultancy firm/agency Attention: {M/s..... Facsimile:</p>
2.	1.7		<p>The Authorized Representatives are:</p> <p>For the “Client”: {insert name& designation of the member with complete address}</p> <p>For the Consultancy firm/agency {insert name& designation of the member with complete address}</p>
3.	2.1		<p>The effectiveness conditions are the following:</p> <p>a. The contract to be signed within 15 days of intimation.</p> <p>b. Performance Bank Guarantee of Rs. 2,00,000/- to be submitted within 15 days of contract signing and shall be valid up to end of</p>

		contract period plus 3 months. The Performance Bank Guarantee shall be returned after service is satisfactorily completed by the Agency after 3 months of end of contract period.
4.	2.2	The time period shall be one months
5.	2.3	The time period shall be 15 days from effective date
		The Time period of expiry of contract is 2 years from the date of contract. Can further be extended for additional period of One year.
6.	4.5	a. The Resident Manager is not required
7.	6.1(b)	(Not applicable for this contract)
	6.3	Payment will be made as below:
8 PAYMENT AND REPORTING SCHEDULE		
The Security Personnel shall report to Asst. Admin Officer Establishment or to respective site in charges / Executive Engineers at any construction site /branch offices as per duty assigned. The attendance report indicating duties of the security personnel with number of working days in each month after due endorsement by above officer, the same may be submitted to OSHB along with monthly invoice for releasing of monthly payment to the agency .Payment for ESI & Provident fund to be made based on proof of deposit of same for previous month.		
9 The Arbitration proceedings shall take place in Bhubaneswar in India.		

Binding signature of Client Signed by _____ (for and on behalf of the OSHB)

Signature
Name
Designation

Binding signature of Contractor/Consultancy firm/agency Signed by__

Signature
Name
Designation

(for and on behalf of { Contractor/Consultancy firm/agency } duly authorized vide Resolution No. _____ dated _____ of the Board of Directors of _____)

(Name and Designation of the authorized person with address)

In the presence of (Witnesses)

- 1.
- 2.

APPENDIX A – DESCRIPTION OF SERVICES

Terms of Reference

OSHB requires the services of registered financially sound Manpower Service Providers to provide services of Security Personnel on contract basis for OSHB office building, construction site or Project construction site as required. The Security guard / Armed Guard personnel are to be placed within a period of 15 days from the date of award of contract. The additional Security guard / Armed Guard personnel as and when required will be intimated to the firm/agency shall arrange to place the personnel within a period of 21 days of intimation. The CVs of personnel proposed should confirm to the qualification and experience requirement specified for the positions and the CVs to be furnished for approval of the client before placement. Age group of each security guard must be within a range of 25 - 35 years. The duties and responsibilities of security personnel as mentioned in following supplementary terms and conditions:

Supplementary Terms and Conditions

Duties and responsibilities of the Security Personnel:

The duties of Security personnel shall include

1. Prevention of theft and pilferage of the OSHB's property at different locations.
2. Managing of Gates, Posts and patrolling at OSHB Head Office & work sites.
3. Prevention of Fire hazards.
4. Protect OSHB property from sabotage and damage.
5. Prevent unauthorized entries.
6. To assist Police in law and order duties, natural calamities and other exigencies of work whenever required.
7. Present encroachment of OSHB property and report about unauthorized construction in OSHB's land.
8. To report about actions against the interest of OSHB, Bhubaneswar to the superior authorities from time to time.
9. During watch and ward duties, proper dress code is mandatory. No slipper is allowed during duty hour.
10. Proper etiquettes to V.I.Ps.
11. Any other duties as may be assigned by the Authority from time to time.

APPENDIXB–Reporting Requirements

The Security Personnel shall report to Asst. Admin Officer Establishment or to respective site in charges / Executive Engineers at any construction site / branch offices as per duty assigned. The attendance report indicating duties of the security personnel with number of working days in each month after due endorsement by above officer, the same may be submitted to OSHB along with monthly invoice for releasing of monthly payment to the agency.

APPENDIXC–DUTY CHART FOR DEPLOYMENT OF SECURITY PERSONNEL

Sl.No.	Name of the Location	No. of Armed Security Guard	No. of Lathi Security Guard
01	OSHB Head Office	----	6 No
02	OSHB Head Office	01No	----
03	Quality Control Laboratory at Sailshree Vihar	---	3 No

Number of Security Personnel may increase or decrease as per requirement of OSHB. The Bidder have to provide any additional personnel with same terms and conditions.

APPENDIX D– Total Cost of Service

Sl. N.	Position	Consolidated remuneration Per Person (in Rs.)	Requirement of salary per month	Requirement of Salary for two years	Service Charge @ ___%	Quoted Amount (inclusive of Service Charge.)	GST As applicable time to time as per Govt. notification on Quoted Amount	Grand Total
A	B	C	D	E	F	G = E+F	H	I = G+H
1	<u>Security Guard-10 Nos.</u>	355	10,650/-	2,55,600				
2	<u>Armed Security Guard-1 Nos.</u>	405	12,150	2,91,600				

(Invoice format) INVOICE

Invoice No.:
Invoice Date:
GST:
Registration No. PAN Number

Odisha State Housing Board (OSHB),
H&UD Dept., Govt. of Odisha
For Attention of _____

Period of Service:	Start Date _____	End Date _____
Deployment of Security Personnel		

Contract For: _____
_____ Contract No.: _____
_____ Maximum Contract Value:
_____ Total Amount Received _____
Claims made Amount: _____ Date _____ Invoice No. _____
_____ Date Received _____ Amount: _____ Date _____
_____ Invoice No. _____ Date Received _____ Amount: _____
_____ Date _____ Invoice No. _____ Date Received _____

Particulars of current claim made Should be mentioned here	Amount	GST if any
Invoice Total		

PLEASE MAKE PAYMENT TO:

Bank Account _____ Bank SWIFT
ID: _____ Account Number:
_____ Account Number: _____

This invoice is in respect of a supply of services to the Client, and is addressed to the Client, purely for payment purposes. I certify that the amounts claimed in this invoice have been wholly and necessarily incurred for the purpose of the engagement and have not been claimed before.

Signature of Bidder

The claim is correct and Services have been received. Please arrange payment:

Project Officer/Advisor