



REQUEST FOR PROPOSAL FOR SELECTION OF SERVICE PROVIDER FOR HOUSEKEEPING SERVICE

MAHILA VIKAS SAMABAYA NIGAM
(Govt. of Odisha Undertaking)
A-1 Block, Ground Floor, Toshali Bhawan, Satya Nagar
Bhubaneswar- 751007
Ph.No.2573023, Tele Fax- 2573024,

**SELECTION OF SERVICE PROVIDER FOR PROVIDING HOUSEKEEPING AT MISSION SHAKTI BHAWAN,
JAGAMARA, BHUBANESWAR**

Mahila Vikas Samabaya Nigam (MVSN), A-1 Block, Ground Floor, Toshali Bhawan, Satya Nagar, Bhubaneswar- 751007 invites sealed tender from reputed and experience Service Provider for Housekeeping Service at Mission Shakti Bhawan, Jagamara, Bhubaneswar. The interested Service Providers are required to submit the Technical and Financial Bid separately. The bid in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover alongwith the copy of the terms and conditions duly signed super scribing the service to be provided **on or before Dt.03.04.18**. The Service Provider may visit the location before submission of Tender to be acquainted with the working place in office hour from 12.03.18 to 03.04.18 on prior intimation to MVSN. In case of any requirement as to clarity one may contact the MVSN office in working hour during the period from 12.03.18 to 03.04.18 in following telephone No.0674-2573023 or 2573016. Document to be attached to the Technical Bid chronologically as per the Sl.No. of the checklist.

The sealed Tender will be opened by the Tender Committee in the Office of the M.D., Mahila Vikas Samabaya Nigam, A-1 Block, Ground Floor, Toshali Bhawan, Satya Nagar, Bhubaneswar- 751007 in the presence of Tender Committee, Tenderers / Representatives of Tenderers as per the Tender Schedule.

The tender document containing eligibility criteria, scope of work, terms & conditions and draft agreement are enclosed as a part of Tender Document.

Tender Schedule

Period of issue of tender Documents	12.03.18 to 03.04.18
Last date & time for submission of tender Documents	03.04.18 by 4 P.M.
Place of submission of completed tender Documents	MAHILA VIKAS SAMABAYA NIGAM A-1 Block, Ground Floor, Toshali Bhawan, Satya Nagar, Bhubaneswar- 751007 Ph.No.2573023, Tele Fax- 2573024,
Mode of submission	In Sealed cover mentioning Housekeeping Service at Mission Shakti Bhawan, Jagamara, Bhubaneswar to provide on the outside cover through Register Post/ Speed Post only
Place, date & time for opening of Technical Bids	MAHILA VIKAS SAMABAYA NIGAM A-1 Block, Ground Floor, Toshali Bhawan, Satya Nagar, Bhubaneswar- 751007 Ph.No.2573023, Tele Fax- 2573024, Date- 04.04.18 Time 11.30 AM
Place, date & time for opening of Financial Bids of eligible Bidders	MAHILA VIKAS SAMABAYA NIGAM A-1 Block, Ground Floor, Toshali Bhawan, Satya Nagar, Bhubaneswar- 751007 Ph.No.2573023, Tele Fax- 2573024, Date- 05.04.18 Time 11.30 AM
Tender Fee	Rs.500/-in shape of DD in favour of MD, MVSN payable at Bhubaneswar for the services.
EMD	Rs.20,000/- in shape of DD in favour of MD,MVSN payable at Bhubaneswar for the service.
Performance Security Deposit	Performance Security Deposit will be 10% of the Annual value of the contract to be awarded which is to be deposited in shape of DD in favour of MD,MVSN payable at Bhubaneswar for the services after finalization of the Bid.
Validity of Contact	2 years from the date of execution of agreement.

**Sd/-
Administrative Officer,MVSN**

TECHNICAL BID**(In separate sealed Cover-I super scribed "Technical Bid")
for SELECTION OF SERVICE PROVIDER FOR HOUSEKEEPING SERVICE AT MISSION SHAKTI
BHAWAN,JAGAMARA,BHUBANESWAR**

1. Name of Tendering Service Provider
2. Details of Tender Fee : D.D.No.....
of Rs.
drawn on Bank.....
3. Details of Earnest Money Deposit : D.D.No.....
of Rs.
drawn on Bank.....
4. Name of Proprietor/Partner/Director:.....
1.
2.
5. Full Address of Registered Office
a. Telephone No. :
b. FAX No. :
c. E. mail Address :
6. Full Address of Operating/ Branch Office:.....
a. Telephone No. :
b. FAX No. :
c. E. mail Address :
7. Name, Address & Telephone No. of:
Authorized Officer/Person:
8. PAN Card No:
9. TAN No:
10. Goods & Service Tax(GST) No.
11. EPF Registration No.
12. ESI Registration No.
13. Bank Details of the Tenderer i)Bank Account Number-.....
ii) Name of the Account Holder
iii)Name of Bank/Branch.....
iv)IFS Code.....
14. Financial turnover of the tendering Service Provider for the last 3 financial years.

Financial year	Amount (Rs. In lakh)	Remarks, if any
2014-15		
2015-16		
2016-17		

(Self attested copy to be enclosed)

15. Give details of the major similar contracts handled by the tendering Service Provider during the last three years in the following format (if the space provided is insufficient a separate sheet may be attached).

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

- 16 Documents attached – As per the Checklist.

(Additional information – Attach Self attested copy of the prove of the above documents).

Date:
Place:Signature of the Tenderer/ Authorized person
Name:
SealSd/-
Administrative Officer, MVSN

CHECKLIST
(Attach self attested photocopy)

1	Registration Certificate of the service provider	YES/NO			
2	Goods & Service Tax(GST) No	YES/NO			
3	E.P.F. Registration No	YES/NO			
4	E.S.I. Registration No.	YES/NO			
5	License of PSARA (Private Security Agencies Regulation Act, 2005(only for security service).	YES/NO			
6	Copy of Registration / license of the Labour Department, Government of Odisha for providing services.	YES/NO			
7	In case the tenders are signed by the authorized Signatory, a copy of the power of attorney/authorization to be enclosed.	YES/NO			
8.Financial turnover of the tendering Service Provider for the last 3 financial years(Xerox copy of audited statement to be enclosed)		YES/NO			
Financial year	Amount (Rs. In lakh)	Remarks, if any			
2014-15					
2015-16					
2016-17					
9.Give details of the major similar contracts handled by the tendering Service Provider during the last three years in the following format (if the space provided is insufficient a separate sheet may be attached)		YES/NO			
Sl.No.	Name of the client/address/Telephone & Fax No.	Type of service provided	Amount of Service contract (Rs. in lakh)	Duration of contract	
				From	To

Proof of above documents to be attached.

Date:
Place:

Signature of the Tenderer/Authorized person
Name:
Seal

Sd/-
Administrative Officer, MVSN

DECLARATION

1. I,,Son/Daughter/Wife of Shri
Proprietor/Partner/Director/authorized signatory of the 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. I / any partner/ any director/ Firm/ Company am/is not blacklisted by any Govt/ PSU.
4. No case is pending with the police against the Proprietor/Firm/ Company.
5. 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 the tender at the stage besides liabilities towards prosecution under appropriate law.

Date:

Place:

**Signature of the Tenderer/Authorized person
Full Name:**

Seal:

**Sd/-
Administrative Officer, MVSN**

FINANCIAL BID

(In separate sealed Cover-II super scribed "Financial Bid")
for SELECTION OF SERVICE PROVIDER FOR HOUSEKEEPING AT MISSION SHAKTI BHAWAN, JAGAMARA BHUBANESWAR

Nos. Of Requirement:-**Note:**

1. One Shift is equal to 8 hours.
2. Total Commission Charges of the Service Provider would be calculated for Per Person /per shift/per month.
3. The Price quoted shall be inclusive of all taxes.

Break-up of the rate (should be furnished in the below format) also be provided along with the copy of the Govt. Order on Minimum Wages to facilitate revision of rate whenever minimum wages are revised by the Govt. and all statutory covered as per Contract of Labour Act.

Break-up of the rate of Price Quotation (Per Person per month)

Category of the Employee	Rate per person per month(in Rs)							
	Home Take (Per Person/Per month)	EPF (Per Person/Per month)	ESI (Per Person/Per month)	Bonus (Per Person/Per month)	Leave/ National Holiday (Per Person/Per month)	Commission Charges of S.P (Amount in Rs.) (Per Person/Per month)	Total price quoted before Tax	Total Price to be quoted including all Taxes (Per Person/Per month) (Sum of Col. 1 to 6)
	1	2	3	4	5	6	7	8*
1.Housekeeping personnel								
2.Housekeeping material								

Total amount Rs (In Figure).

NB: The Service Provider shall quote their commission charges in reasonable price.

In case of any wrong calculation found in the total amount, the unit price shall be considered.

8* The price quoted shall be inclusive of all taxes at existing rate. In case of any revision of taxes the price to be modified accordingly mutually agreed by the Tenderer and MVSN.

Declaration by the Bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Note:

- No other charges would be payable by MVSN, Bhubaneswar.
- There would be no increase in rates during the Contract Period except provision under the terms and conditions.

(Signature of Tenderer/Authorised Person with seal)

Name:
Address :

Phone No. (O) :
Mobile No. :

Date:

Sd/-
Administrative Officer, MVSN

TERMS & CONDITIONS OF CONTRACT

I. Scope of Work:

The Mahila Vikas Samabaya Nigam(MVSN), A-1 Block, Ground Floor, Toshali Bhawan, Satya Nagar, Bhubaneswar- 751007 under Deptt of Women & Child Development and Mission shakti, Government of Odisha requires the outsourcing of manpower for Housekeeping at Mission Shakti Bhawan,Jagamara,Bhubaneswar.

Scope of work for Personnels under Housekeeping Services:

- i. The Service Provider shall provide Housekeeping service by deploying adequately trained and well-disciplined personnel to safeguard Mission Shakti Bhawan,Jagamara,Bhubaneswar buildings, moveable and immovable assets, equipment and other items at the above address from any thefts, pilferage or damage.
- ii. The Housekeeping personnel shall be duly trained in Fire Safety Operations.
- iii. Housekeeping service shall be provided at Rooms, Halls, Dinning Space, Veranda, Bathroom and Toilets.

II. Eligibility Criteria (Documents to be attached:- Want of any of the following criteria shall be treated as Non-Responsive and subject to rejection)

1. The Bidder shall have at least 3 years' experience in providing the service. (Copy to be enclosed).
2. The Bidder must have successfully completed works of similar assignment as per following criteria, in last three financial years i.e till 31st March 2017 in any Govt. Organisation/ PSUs. (Copy to be enclosed).
3. Must have average annual turnover of Minimum Rs. 10 lakhs in last 3 financial years i.e till 31st March 2017,
4. The bidder shall have an office/ branch in proximity of Bhubaneswar.
5. There shall be no case pending with the police against the Proprietor/Firm/ or the Company/ Service Provider.
6. The Service Provider must not have been blacklisted by any organization.
7. The tendering service providers are required to enclose self-signed 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. EPF Registration along with latest deposited challan and Return as on 31.03.2017 (ECR with Remittance and latest Account slip).
 - c. ESI Registration along with latest deposited challan and return as on 31.03.2017.
 - d. Registration / license of the Labour Department, Government of Odisha for providing manpower services.
 - e. Copy of the PAN/GIR Card.
 - f. Copy of the Balance Sheet for the last 3 financial years ending as on 31.03.2017.
 - g. Valid GST certificate.
 - h. Copy of Latest Goods & Service Tax (GST) deposit challan and latest Return as on 31.03.2017.

8. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
9. 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 initiated by the person authorized to sign the tender bids.

III. The offer of bidder will be cancelled straight away, if the bidder quoted the rate(s) less than the Minimum Wages of Government & Statutory dues as per Contract of Labour Act.

Information and Conditions relating to Submission of Bids

1. The initial period of contract shall be for a period of 2 years from the date of execution of agreement, may be extended further one year at a time depending on performance of the Service Provider and at discretion of the M.D., MVSN, Bhubaneswar.
2. The bidder may visit the Mission Shakti Bhawan, Jagamara, Bhubaneswar on any working day during 10.A.M. to 5 PM from dt.12.03.2018 to dt.3.04.2018 to be acquainted with the place of working environment. Such visit shall be on prior intimation to MVSN.

Signature of the Tenderer/Authorized person

3. The tender has been invited under two bid systems i.e. Technical Bid and Financial Bid. The interested agencies are required to submit the Technical and Financial Bid separately in the format enclosed. The bids in sealed Cover-I containing "Technical Bid" and sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super scribed "Tender for Housekeeping service to be provided" should reach MVSN, Bhubaneswar on or before **dt.03.04.2018**.
4. All the pages of the tender should be signed by the owner of the firm or his Authorized Signatory. In case the tenders are signed by the Authorized Signatory, a copy of the power of attorney/authorization may be enclosed along with tender.
5. A copy of the terms and conditions shall be signed on each page and submitted with the Technical Bid as token of acceptance of terms and conditions.
6. A Tender Fee of Rs.500/-(Rupees five hundred twenty five) only is to be deposited for each service in shape of Demand Draft in favour of M.D.MVSN payable at Bhubaneswar at the time of submission of tender document failing which the Tender shall be summarily rejected.
7. The documents are to be arranged serially as per the order mentioned in the check list and attached to the Technical Bid.
8. The E.M.D. of Rs. 20,000/- (Rupees Twenty thousand) only (refundable without interest) shall be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft drawn in favour of the **M.D.,MVSN** payable at Bhubaneswar failing which the tender shall be summarily rejected.
9. The EMD without interest shall be returned to the unsuccessful bidders after finalization of contract preferably within 30 days.
10. The successful Bidder will have to deposit a Performance Security Deposit of 10% of the Annual value of the contract to be awarded which is to be deposited in shape of DD in favour of MD,MVSN payable at Bhubaneswar for each service after finalization of the Bid.
11. The Service Provider shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Service Provider shall keep MVSN, Bhubaneswar fully indemnified against liability of tax, interest, penalty etc. of the Service Provider & the staff deployed in respect thereof, which may arise.
12. The EMD of Rs.20,000/- deposited by successful Service Provider can be adjusted towards Performance Security Deposit on the request of the tenderer. The Performance Security Deposit does not carry any interest. If the successful bidder fails to furnish the performance Security Deposit within 30 (thirty) days after the issue of Letter of Award of Work, the EMD shall be forfeited unless time extension has been granted by MVSN, Bhubaneswar.
13. The bid shall be valid and open for acceptance of the Competent Authority of MVSN, Bhubaneswar for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder shall be entertained.
14. To assist in the analysis, evaluation and computation of the bids, the Authority may ask bidder individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
15. After evaluation, the work shall be awarded normally to the Service Provider fulfilling all the conditions and who has quoted the lowest rate after complying with the provisions of Minimum Wages Act. In case two or more agencies are found to have quoted the same rates, the M.D./Competent Officer authorized by M.D.,MVSN, Bhubaneswar shall decide about the Service Provider to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the M.D./Competent Authority shall be final.
16. MVSN, Bhubaneswar shall reimburse the Service Provider to the extent of the amount of variation arising out of the upward revisions in minimum wages as per the Govt. Of Odisha above the rates mentioned in the contract and derived statutory obligations thereof provided the documentary evidence is produced by the Service Provider making such payments to that extent only. In case of downward revision of any tax the contract rate to be revised accordingly.
17. MVSN, Bhubaneswar reserves the right to accept or reject any or all bids without assigning any reasons. MVSN, Bhubaneswar also reserves the right to reject any bid which in his opinion is non responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
18. The Technical Bids shall be opened on the scheduled date and time in the Office of the Mahila Vikas Samabaya Nigam, Bhubaneswar in the presence of the authorized representatives of service providers, if any, who wish to be present on the spot at that time. In case the date of opening declares public holiday, it shall be opened on next working day.

Signature of the Tenderer/Authorized person

19. The Financial Bid of only those tenderers will be opened who qualify in the Technical Bids. The Financial bids shall be opened at 11.30 AM on 04.04.2018 in the office of Mahila Vikas Samabaya Nigam, A-1 Block, Ground Floor, Toshali Bhawan, Satya Nagar, Bhubaneswar- 751007 in the presence of the representatives of Service Providers, if any, who wish to be present on the spot at that time. In case the date of opening declares public holiday, it shall be opened on next working day.
20. The M.D., MVSN, Bhubaneswar reserves the right to cancel all bids without assigning any reason thereof.
21. Any future clarification and/or corrigendum(s) shall be communicated through the website; **www.wcdodisha.gov.in** .

IV. Terms and Conditions for Deployment of Manpower

1. The deployment of Housekeeping personnel is without prejudice to the right of MVSN, Bhubaneswar to deploy the personnel in any other number or manner considered to be more suitable by MVSN, Bhubaneswar in the interest of the MVSN, Bhubaneswar.
2. Minimum Qualification for deployment of Housekeeping personnel is 8th passed.
3. The Service Provider shall ensure that the Persons to be engaged by the Service Provider should be above 18 years of age and not exceeding 60 years and physically sound to perform the duties.
4. Persons to be engaged by the Service Provider should be fluent in Odia and to attend the work in uniform.
5. The Service Provider will get their antecedents, character and conduct verified.
6. The full particulars of the personnel to be deployed by the Service Provider including their names, addresses, Mobile Number and Identity Card with Photograph shall be furnished to MVSN, Bhubaneswar along with testimonials before they are actually deployed for the job.
7. The Service Provider shall not deploy or shall discontinue deploying the person(s), if so desired by the MVSN, Bhubaneswar at any time without assigning any reason whatsoever.
8. The Officer of Service Provider who will be In-charge shall be responsible for the efficient rendering of the service under the contract. While working at the premises of Mission Shakti Bhawan, Jagamara, Bhubaneswar they shall work under directives and guidance of M.D., MVSN, Bhubaneswar and will be answerable to M.D., MVSN, Bhubaneswar. This will, however, not diminish in any way, the Service Providers responsibility under contract to the MVSN, Bhubaneswar.
9. A senior level representative of the Service Provider shall visit Mission Shakti Bhawan, Jagamara premises at least once in a week and review the service performance of its personnel. During the weekly visit, Service Provider representative will also meet the MVSN, Bhubaneswar Officer dealing with service under the contract for mutual feedback regarding the work performed by the personnel and removal of deficiencies, if any, observed in their working.
10. The Service Provider shall provide reasonably good uniform with name badges to its personnel deployed at Mission Shakti Bhawan, Jagamara at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition.
11. The Service Provider shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the MVSN, Bhubaneswar.
12. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the MVSN, Bhubaneswar. Proposals for efficient functioning of housekeeping systems shall be discussed, considered and implemented from time to time by the Service Provider with approval of MVSN, Bhubaneswar. .
13. The Service Provider shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus. ESI etc. relating to personnel deployed by it at Mission Shakti Bhawan, Jagamara or for any accident caused to them and the MVSN, Bhubaneswar shall not be liable to bear any expense in this regard.
14. The Service Provider shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the MVSN, Bhubaneswar for whatever reason. The Service Provider shall also be responsible for the insurance of its personnel. The Service Provider shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re-enactments/amendments/modifications.
 - a. The Payment of Wages Act, 1936 .
 - b. The Employees Provident Fund Act, 1952
 - c. The Contract Labour (Regulation) Act, 1970
 - d. The Payment of Bonus Act, 1965
 - e. The Employees State Insurance Act, 1948
 - f. Minimum Wages Act, 1948

Signature of the Tenderer/Authorized person

15. In case of any theft or pilferages, loss or other offences, the Service Provider will investigate and submit a report to MVSN, Bhubaneswar and maintain liaison with the police. FIR will be lodged by MVSN, Bhubaneswar, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility to be fixed.
16. The Service Provider shall ensure that housekeeping staff appointed by them is fully loyal-to and assist the MVSN, Bhubaneswar during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immoveable to the entire satisfaction of the MVSN, Bhubaneswar.
17. In case of any loss that might be caused to the MVSN, Bhubaneswar, due to lapse on the part of the housekeeping responsibilities, will be borne by the Service Provider and in this connection, MVSN, Bhubaneswar shall have the right to deduct appropriate amount from the bill of contracting Service Provider to make good such loss to MVSN, Bhubaneswar besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the Service provider, MVSN, Bhubaneswar shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
18. In the event of any housekeeping personnel being on leave/absent, the Service Provider shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the Service Provider shall make provision for leave reserve. No extra payment on this account shall be borne by MVSN.
19. As and when MVSN, Bhubaneswar requires additional strength on temporary or emergent basis, the Service Provider will depute such personnel under the same terms and conditions. For the same, a notice of two days will be given by the MVSN, Bhubaneswar. Similarly, if the personnel deployed by the Service Provider at any time are found absent from duty or sleeping or found engaged in irregular activities, the MVSN, Bhubaneswar shall deduct the requisite amount at the pro-rata rates from the bill of the Service Provider besides imposition of penalty for non-observance of the terms of contract.
20. The Service Provider shall arrange to maintain the daily shift-wise attendance record of the personnels deployed by it showing their arrival and departure time. The Service Provider shall submit to MVSN, Bhubaneswar an attested photocopy of the attendance record and enclose the same with the monthly bill. The Register so maintained should be duly certified by the designated officer/staff of MVSN.
21. The MVSN, Bhubaneswar shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
22. There shall be no increase in rates payable to the Service Provider during the Contract period except reimbursement of the minimum wages and statutory wages revised by the Government.
23. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
24. In case of noncompliance/non-performance of the services according the terms of the contract, the MVSN, Bhubaneswar shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
25. The Service Provider shall be solely liable for all payment/dues of the Workers employed and deployed by it. The Service Provider shall fully indemnify MVSN, Bhubaneswar against all the payments, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in MVSN, Bhubaneswar premises/facility.
26. The decision of MVSN, Bhubaneswar in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Service Provider.
27. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between MVSN, Bhubaneswar and the Service Provider and any non-compliance shall be deemed as breach of the Contract/Agreement.

TECHNICAL REQUIREMENTS FOR THE TENDERING SERVICE PROVIDER

The tendering service provider should fulfil the following technical specifications:-

- (a) The registered office or one of the branch offices of the service provider should be located within the jurisdiction of Municipal Corporation, Bhubaneswar. The service provider should provide the name, designation and contact number of the person to liaison with the MVSN.
- (b) They should be registered with the appropriate registering authority.
- (c) They should have at least three years' experience in providing services to Government Departments/Public Sector Companies/Banks etc.

Signature of the Tenderer/Authorized person

- (d) They should have their own Bank Account in any Nationalised Bank.
- (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. - Housekeeping
- (h) Average Minimum Turn over requirement per annum is Rs.20 Lakh.

Financial

1. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of Rs.20,000/- (Rupees twenty thousand) only (refundable without interest) in the form of Demand Draft drawn in favour of M.D.,MVSN payable at Bhubaneswar failing which the tender shall be rejected outrightly.
2. The Earnest Money Deposit in respect of the Service Providers 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 Service Provider fails to provide the services against the initial requirement within 30 days from the date of placing the order, the EMD shall stand forfeited without giving any further notice.
3. The successful Bidder will have to deposit a Performance Security Deposit of 10% of the Annual value of the contract to be awarded which is to be deposited in shape of DD in favour of MD,MVSN payable at Bhubaneswar for each services after finalization of the Bid.
4. In case of breach of any terms and conditions attached to this agreement, the performance Security deposit of the service Provider shall be liable to be forfeited besides annulment of the Agreement.
5. The Service Provider shall raise the bill, in triplicate, along with copy of deposit of legal dues and attendance sheet duly verified by the Office of the M.D.,MVSN in respect of the service provided and submit the same to the prescribed authority in the first week of the succeeding month. The payment will be released in the succeeding month.
6. The amount of penalty calculated @ Rs.300/- per day on account of delay in providing service/ unsatisfactory service shall be deducted from the monthly bills of the Service Provider in the succeeding month.
7. M.D.,MVSN, Bhubaneswar 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.
8. The successful bidder will enter into an agreement with MVSN for supply of suitable services as per requirement of MVSN, Bhubaneswar on the above terms and conditions.

LEGAL

1. 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 Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
2. 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 MVSN. The MVSN shall have no liability in this regard.
3. The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to MVSN to the concerned tax collection authorities, from time to time as per the rules and regulations in the matter. Attested photocopies of such documents shall be furnished to MVSN alongwith the bills.
4. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of MVSN or any other authority under Law.
5. 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 MVSN.
6. In case, Service Provider fails to comply with any liability under appropriate law, and a result thereof, the MVSN is put to any loss/ obligation monetary or otherwise, the MVSN will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.
7. The Agreement is liable to be terminated because of non performance, deviation of terms and conditions of contract. MVSN will have no liability towards non- payment of remuneration to the persons engaged by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the MVSN by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
8. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a sole Arbitrator to be appointed by M.D., MVSN, Bhubaneswar. The provisions of Arbitration and Conciliation Act, 1996 shall be applicable.
9. In the event of any dispute arising in respect of the clauses of the agreement, it shall be resolved through negotiation or through arbitration. Alternatively, the dispute shall be referred to the next higher authority for his decision and the same shall be binding on all parties.
10. In case of any dispute between the Service Provider and MVSN, Bhubaneswar, M.D.,MVSN, Bhubaneswar shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Bhubaneswar.

Signature of the Tenderer/ Authorised Person

AGREEMENT

This Agreement is made on this..... day of 2018 between Mahila Vikas Samabaya Nigam(MVSN) represented by Managing Director hereinafter referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors of assignees of the one part.

And

M/s.....represented by Sri hereinafter called the "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 service of "Housekeeping" is required in Mission Shakti Bhawan, Jagamara, Bhubaneswar.

And whereas the "Service Provider" has offered its willingness to the same in conformity with the Provisions of the Terms and Conditions of contract.

And where as the "Authority" has finalized the rate as per the terms and conditions of the agreement to the "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 "Service Provider", the "Service Provider" hereby agrees with the "Authority" to provide services at Mission Shakti Bhawan, Bhubaneswar in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "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 two years from the date of execution of agreement 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

Signature of the Authority
Date
Seal

Authorized to sign on behalf of Service Provider
Date
Seal

In the presence of witness: -

Witness

Witness

1. Name.....

1. Name.....

Address.....

Address

2. Name.....

2. Name

Address.....

Address.....

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