



Together, Let us light up our lives

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ODISHA ELECTRICITY REGULATORY COMMISSIONs
BIDYUT NIYAMAK BHAWAN
PLOT NO.4, CHUNOKOLI, SHAILASHREE VIHAR, BHUBANESWAR -751021
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WEBSITE: www.orierc.org

**TENDER FOR
PROVIDING FACILITY MANAGEMENT
SERVICES (**HOUSEKEEPING,
SANITATION, GARDENING, AND
CANTEEN SERVICE**)
AT OERC, BHUBANESWAR**



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NOTICE INVITING TENDER

Sealed tenders are invited from reputed and experienced agencies for providing Facility Management Services (Housekeeping, Sanitation, Gardening, and Canteen Service) at the Odisha Electricity Regulatory Commission (OERC), Bhubaneswar, for a period of two (02) years. Tenders shall be submitted in accordance with the General Information, Instructions to the Tenderers, Terms & Conditions of Contract, and other details as specified in the Tender Document, on or before 22.10.2025 upto 02:00 PM. The Tender Document is available on the official website www.orierc.org. The Commission reserves the right to accept or reject any or all tenders without assigning any reason thereof.

S/d
Secretary

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i. TENDER PARTICULARS

<i>Sl No</i>	<i>Particulars</i>	<i>Details</i>
<i>1</i>	<i>Tender Title</i>	<i>Tender for Providing Facility Management Services (Housekeeping, Sanitation, Gardening, and Canteen Service) at OERC, Bhubaneswar.</i>
<i>2</i>	<i>Product Category</i>	<i>Service</i>
<i>3</i>	<i>EMD</i>	<i>Rs. 25,000/- (Rupees Twenty-Five Thousand) only</i>
<i>4</i>	<i>Cost of Tender Document</i>	<i>NIL</i>
<i>5</i>	<i>Security Deposit</i>	<i>05% of the bid value</i>
<i>6</i>	<i>Tender Type</i>	<i>Service Contract (For 02 Years)</i>
<i>7</i>	<i>Prebid meeting of the vendors</i>	Date: 08.10.2025 Time: 16:00 hrs.
<i>8</i>	<i>Availability of Bid Document</i>	Date: 27.09.2025 Time: 11:00 hrs.
<i>8</i>	<i>Start date of submission of the Bid Document by the Bidder</i>	Date: 27.09.2025 Time: 12:00 hrs.
<i>9</i>	<i>Last Date of Submission of Bid</i>	Date: 22.10.2025 Time: 14:00 hrs.
<i>10</i>	<i>Bid Opening</i>	Date: 22.10.2025 Time: 15:00 hrs.

Contact Persons Particulars

1. Name and Designation: Sri Manas Ranjan Mohanty, OSD (PAO)
2. Address: Odisha Electricity Regulatory Commission (OERC), Bidyut Niyamak Bhawan, Plot No.4, OERC Road, Shailashree Vihar, Bhubaneswar -751021. Odisha
3. Email ID: orierc@gmail.com
4. Phone No: 9861385038

ii. GENERAL INFORMATION

1. SCOPE OF WORK:

The tender is providing Facility Management Services (Housekeeping, Sanitation, Gardening, and Canteen Service) at OERC, Bhubaneswar, for two years. (Details Enclosed in Annexure-I).

2. MINIMUM QUALIFICATION CRITERIA (MQC):

Sl.	Eligibility Criteria	Supporting Documents to be furnished along with the Technical Bid
1	<p>The bidder should be registered under the appropriate authority, such as registered under</p> <ul style="list-style-type: none"> • The Companies Act 2013 • The Indian Partnership Act 1932 • The Indian Trusts Act 1882 • The Societies Registration Act 1860 • The Limited Liability Partnership Act 2008. 	Certificate of Incorporation /Registration as applicable
2	<p>The bidder must have at least five years of experience up to the last date of submission of bid for providing similar types of services to the Central / State Government / Autonomous bodies/ agencies/societies / Corporate bodies.</p>	<p>Relevant contracts or Work orders or Agreement containing the scope of services, the value of the Contract or Work order or Agreement.</p> <p>Performance certificate from their clients/ employers regarding successful completion of the service.</p> <p>In case the value of the contract is not mentioned in the contract or work order or agreement, then the value must be mentioned in the Performance certificate issued by the clients/ employers.</p>
3	<p>The firm should have experience in similar nature of work:</p> <ol style="list-style-type: none"> 1. Cleaning & Sweeping / Facade Cleaning/ Garbage Collection / Pest Control) for Govt. / PSU of more than 50000 Sq. ft. (Super Built-up area). 2. Maintenance and Development of Lawn and Garden. 3. Canteen Services. 	Work specified Orders/ Contracts/ Agreements/ performance report.
4	<p>The Registered Office or Branch Office of the bidder must be located within the jurisdictional area of Odisha, preferably in Bhubaneswar.</p>	Valid address proof of the registered office
5	<p>The bidder should be registered with the Income Tax, Goods and Services Tax and also registered with the Employees Provident Fund Organisation, Employees State Insurance Corporation.</p>	<p>Copies of:</p> <ul style="list-style-type: none"> • PAN • GSTIN • Labour License • Copies of EPF & ESI Registration Certificate • IT return for the last 3 assessment years
6	<p>The average Annual Turnover of the bidder shall be more than Rs. 01 (one) Crore during each financial year (for the last three years) only in the field of similar services.</p> <p>The net worth of the Bidder in the last three financial years should be positive as</p>	<ol style="list-style-type: none"> 1) Copies of audited financial statements should be furnished. 2) Certificate from Chartered Accountant regarding turnover from "Cleaning, up-keeping and sanitation activities." 3) Certificate from Chartered Accountant indicating the net worth of the firm/company as per the books of

	per the audited balance sheet.	accounts of the previous year.
7	The bidder should have a minimum strength of 50 workers under its payroll.	<p>Copy of the latest Electronic Challan Cum Return of EPF & ESI to be enclosed.</p> <p>Alternatively, a certificate from the Bidder's statutory auditor certifying the number of workers on the Bidder payroll (as on the date of Tender) shall also be considered as a valid supporting document.</p> <p>However, the Bidder shall submit the summary sheet of the ECR/ Payment confirmation receipt. OERC may carry out verification of the same if required.</p> <p>Certificate from the auditors that:</p> <ol style="list-style-type: none"> 1. Up-to-date PF has been deposited with the RPFC authorities. 2. Up-to-date ESIC dues have been paid to ESIC authorities. 3. Bonus has been paid to all eligible employees for the last accounting year.
8	The Bidder must hold at least ISO 9001:2015 Quality certification and/or ISO 45001:2018 (or OHSAS 18001) Safety certification to ensure quality service and worker safety.	Certificate copies should be submitted and it should be valid till the date of bid submission.
9	The Bidder whose Contract/ Agreement with OERC had been terminated/failed to perform will not be eligible to participate in the bidding.	The decision of OERC in this regard is final & bidding on all such entities.
10	The agency should not have been blacklisted by any Central / State government, or any other public sector undertaking or corporation, as on the date of this tender.	An undertaking to this effect is to be furnished by the bidder as per the prescribed format.
11	The agency must not have any pending judicial proceedings for any criminal offence against the bidder	An undertaking to this effect is to be furnished by the bidder as per the prescribed format.
12	The bidders must have ongoing projects in & around Bhubaneswar, Cuttack & Puri.	Work orders, agreements shall be submitted. The authorised officers of OERC will make a surprise visit and submit a report for the Qualification in technical requirements.
13	The capability of providing adequate numbers of skilled manpower, including women employees, to attend to all types of work for which the Tender is floating.	The Agency/Firm has to furnish an undertaking to that extent.
15	Litigation history, if any	Submit the details of the case are pending with various authorities to be certified by statutory auditors.

iii. INSTRUCTIONS TO THE TENDERERS

1. The Tenderer is expected to examine all instructions, forms, terms and conditions, etc. in the tender document. Failure to furnish any information or documentation required by the tender documents may result in the rejection of the tender.
2. Tender Notice & Document are also available at www.oriarc.org
3. The Quotation completed in all respects should reach the undersigned on or before **22.10.2025 by 02.00 P.M.** and shall be opened on the same day at **03.00 P.M.** in the presence of the bidders or their authorized representatives. OERC Authority may, at its discretion, extend the date and time for receipt of tenders. No bids by Telex / Telegraph / Fax will be accepted.
4. The document submitted shall be duly filled in, all schedules and annexures as required, signed and stamped in all pages as a token of acceptance of all the conditions mentioned in the document, while submitting the Tender.
5. The acceptance of a Tender will rest with the OERC Authority and reserves to itself the authority to reject any or all the Tenders received without assigning any reason whatsoever.
6. The tenderer shall complete all the Schedules with all the information called for therein and sign with the date and seal on all the pages of the Tender Document and the Schedules. Any Tender not so complete is liable to be rejected. The Tenderer should not submit their offer with any conditions/ counter conditions anywhere in the Tender Document. The conditional Tenders, if any, shall be considered as non-responsive and shall be summarily rejected.
7. The Tender should be written legibly and free from erasures and overwriting or conversions of figures. Corrections where unavoidable should be duly attested by the signature (s) of the Tenderer (s) with dates.
8. **OPENING OF THE TENDERS:**
 - i. **Opening of Technical Bids**
 - Technical Bids shall be opened at the OERC office on the date and time specified in the tender schedule.
 - Any bid containing deviations from the Tender Document will be treated as non-responsive and rejected. The Price Bid of such bidders will not be opened, and the bidder will be informed accordingly.
 - The Tender Evaluation Committee will first examine the Technical Bids and only bidders who meet the technical and eligibility criteria will be considered for the opening of Price Bids.
 - ii. **Opening of Price Bids**
 - Only the Price Bids of bidders who are found technically qualified will be opened.
 - The date, time, and venue for opening the Price Bids will be intimated separately to the technically qualified bidders.
9. The tender shall remain valid and open for acceptance for 180 days from the last date fixed for receiving the same. OERC reserves the right to extend the period of validity for a specific time as may be required by OERC. The request and response there to shall be made in writing by email. However, in the event of the tenderer agreeing to the request, they will not be permitted to modify the Tender.
10. OERC will determine whether the tender is substantially responsive to the requirements of the "Tender Documents". For this clause, a substantially responsive tender is one which inter alia conforms to all the terms & conditions of the Tender Documents and is technically suitable. The Tenderer shall carefully submit all the documents as required under the Tender, failing which the offer is liable to be treated as non-responsive.
11. To assist in the examination, evaluation and comparison of Tenders, OERC may ask Tenderers

individually for clarification and response to the same by the Tenderer shall be in writing by email. However, no changes in price or substance of the Tender shall be sought, offered or permitted.

- 12. DETERMINATION OF RESPONSIVENESS:** The Tender that does not satisfy the pre-qualification criteria shall summarily be rejected and shall not be considered for further evaluation. The OERC will scrutinise the Tenders to determine whether the Tender is substantially responsive to the requirements of the Tender Documents.
- 13.** Canvassing in connection with the tender is strictly prohibited and the tenders submitted by the suppliers who resort to canvassing will be liable for rejection.
- 14. ACCEPTANCE OF TENDER:**
 - i. Price Bid:-**
 - a. Price bid would mean Annual Housekeeping, Sanitation, gardening and Canteen services, cost for 1(one) year.
 - b. Applicable Goods & Services Tax (GST) as per the Act.
 - c. The Bidder would not be paid any other cost apart from the above items.
 - d. The Tender is for providing Housekeeping, Sanitation, Gardening and Canteen Services, as per the service Level Requirements. The manpower indicated by the Authority in this Tender is the minimum required manpower; however, the bidder is expected to evaluate the cost of all services (including the price of uniform, Id card, etc) defined in the Tender document and provide a lump sum quote in the financial bid.
 - e. Price quoted shall remain 'FIRM' during the contract.
 - ii. The tenders that do not fulfil any of the above conditions or are incomplete in any respect are liable to be rejected.
 - iii. It is not binding on the Tender Evaluation Committee to accept the L1 (Lower Bidder) tenders. The Tender Evaluation Committee reserves the right to accept any tender or to reject any tender or all tenders without assigning any reasons thereof and the bidder shall have no right whatsoever to challenge the same.
 - iv. The Tender Evaluation Committee, constituted for the purpose, reserves the right to reject the tender on receipt or on the evaluation of those tenderers whose past performance has been found not satisfactory. The decision of the Tender Evaluation Committee in this respect shall be final.
- 15. AWARD OF CONTRACT:** Subject to other satisfactions of tender conditions, the OERC shall award the Contract to the L1 (Lower Bidder) on the least cost basis. However, the OERC Authority does not bind to accept the L1 bid or any bid and reserves the right to reject all or any bid without assigning any reason whatsoever.
- 16.** Before the expiration of the period of Tender validity or extended validity, the OERC shall notify the successful Tenderer, in writing, that its Tender has been accepted. The contractor shall sign an agreement within 05 days of receipt of the LOA, and after submitting the Security Deposit. Until a formal contract is prepared and executed, the notification of award and form of the tender shall constitute a binding contract. The contractor must commence the work as informed by the OERC. The contractor shall remit the security deposit within 05 days of receipt of the LOA.
- 17. LANGUAGE OF THE TENDER:** The Tender submitted by the Tenderer and all correspondence and documents relating to the Tender exchanged by the Tenderer and the OERC shall be written in the ENGLISH LANGUAGE. Any printed literature, other than in the English language, shall be accompanied by an English translation, in which case, for the purpose of interpretation of the Tender, the English translation shall govern.

18. SECURITY DEPOSIT

- i. The successful tenderer shall submit performance security **@ 5% of the annual contract value**, in the form of BG (Bank Guarantee) /DD (Demand Draft) in favour of OERC Fund payable as an interest-free Security Deposit for the proper fulfilment of the terms and conditions of the contract, immediately after the issue of LOA and before the execution of the agreement.
- ii. Only on successful completion of the contract, the security deposit will be refunded to the Contractor without any interest whatsoever after deducting any amount due to OERC and or statutory payments due from the Contractor.

19. EXECUTION OF DOCUMENT

- I.** The tenderer shall be deemed to have full knowledge of all documents, visit the premises of OERC and the submission of a tender by a tenderer implies that he/she has read all the conditions and has made himself aware of the facilities, premises of OERC and scope, specifications & other factors mentioned in the tender.
- II.** The successful tenderer will be required to execute an agreement specified in Annexure-II at his expense on non-judicial stamp paper approximate stamp value of Rs.200/-in the prescribed form for the due and proper fulfilment of the contract within 05 working days, on receipt of LOA and after submitting the Security Deposit.
- III.** In case the successful tenderer fails to deposit the security deposit and execute the necessary agreements within 05 working days from the date of receipt of the letter of acceptance, OERC Authority would be entitled to terminate the contract and cancel the Order. In addition, OERC Authority will initiate action to suspend the Tenderer from participating in the Tenders invited by OERC Authority for a period of two years.

IV. GENERAL CONDITIONS OF CONTRACT

- i. Documents forming the contract:
 1. General Information.
 2. Instructions to the bidders.
 3. Terms & Conditions of the contract.
 4. The Letters of Acceptance (LOA) for Providing Facility Management Services (House-Keeping, Sanitation, Gardening and Canteen services) at OERC, Bhubaneswar, issued by the OERC Authority to the successful bidder shall be an integral part of this contract.
- ii. The duration of the contract will be for two years from the date of allotment and only on satisfactory completion, the contract may be extended for another one year, which is at the sole discretion of the OERC, and in such case, the contractor shall execute a fresh agreement.
- iii. On the expiry of the terms of the contract, the contract will be terminated and the Contractor, along with the workers employed by him/her, shall vacate the premises.
- iv. **Termination of Contract**
 - a) Either party may terminate the contract by giving (90) days' notice to the other party without assigning any reasons whatsoever. The contractor shall be liable to make good any loss or damage to such property on the date of such termination or within such reasonable time as may be determined by the Committee.
 - b) The contract may be terminated in terms of any provisions stipulated elsewhere in the contract or in case of any breach of any of the conditions of the contract.
 - c) Security Deposit will be forfeited in case the Contractor terminates providing Facility Management Services (House-Keeping, Sanitation, Gardening and Canteen services) at OERC, Bhubaneswar, within a 6-month period from the award of the contract.
 - d) Any breach of the terms and conditions above shall result in the forfeiture of the security deposit amount in full and may terminate the contract.
 - e) Any dispute out of contract would be referred to the Secretary, OERC and the decision of the Secretary, OERC, shall be final.
- v. **Staff to Be Deployed by Contractor/Agency at the premises: (Minimum Wages & other statutory obligations/compliance as per the Minimum Wages Act)**
 - a) The Service Personnel provided shall be the employees of the Contractor/agency and all statutory liabilities will be paid by the Contractor/agency, such as ESI, EPF, Workmen's Compensation, etc. The list of staff going to be deployed shall be made available to OERC and if any change is required on the part of OERC, a fresh list of staff shall be made available by the agency after each and every change. It will be the responsibility of the contractor/agency to provide details of manpower to the Labour Department.
 - b) The personnel engaged should have the following eligibility criteria:
 - i) The minimum age of the deployed personnel should be 18 years.
 - ii) Should be physically and mentally fit.
 - c) The contractor/agency shall submit Licence under the Contract Labour (Regulation and Abolition) Act to the Officer in charge at the earliest or maximum within one month of commencement of his service.
 - d) The contractor/agency shall employ adult workers only. Employment of child Labour shall render the contractor/agency liable to termination of the contract under GCC Clauses: Termination for Default. The contractor/agency shall engage only such workers whose antecedents have been thoroughly verified, including character and police verification and other formalities.

- e) The antecedents of the Service staff deployed shall be verified by the contractor/agency from the local police authority and an undertaking in this regard to be submitted to OERC.
- f) The staff deployed by the contractor/agency must wear proper Photo ID Cards during their duty hours, duly issued with the approval of the competent authority of OERC. They should wear clean uniforms during their duty hours. Any staff found without uniform or ID card during duty hours shall be deemed to be absent from duty and the said occasion shall be treated as a lapse in the services being provided by the contractor/agency, liable for the deduction of liquidated damages and other remedies available to OERC under the contract. The contractor/agency should provide at least two pairs of uniforms (approved by OERC) to its staff deployed at the Premises of OERC. The cost of uniforms and ID cards to the deployed personnel shall be borne by the contractor/agency. The above cost will be covered under service charges and should not be separately claimed by the contractor/agency
- g) The contractor/agency shall maintain a pool of standby staff so that any absentee staff member can be replaced with a reliever of equal status without disruption of services. If OERC suffers due to the absenteeism of any required worker on any occasion, liquidated damages shall be imposed as per the GCC clause.
- h) The contractor/agency at all times should indemnify OERC against all claims, damages or compensation under the provisions of Payment of Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, The Employees Compensation Act 1923, Payment of Bonus Act 1965, Industrial Disputes Act 1947, The Equal Remuneration Act 1976, Maternity Benefit Act 1961 or any other law relating thereof and rules made hereunder from time to time and its amendments. OERC shall not be responsible in this regard.
- i) The contractor/agency shall pay to the deployed personnel the minimum wages as fixed by the state government for Un-skilled, Semi-Skilled, Skilled & High Skilled workers and statutory dues (EPF, ESI contributions, etc.) as applicable and as per the relevant statutes in vogue and revised from time to time. The contractor/agency shall submit documentary evidence of such payment to OERC with the contractor/ agency's monthly bill. The expenses shall be reimbursed to the Agency / Contractor by OERC after proper verification. The authority shall not be liable for any dues for availing the services of the personnel. In any eventuality, if the contractor/agency fails to remit employee/employer's contribution towards EPF & ESI Contribution etc., within the stipulated time, OERC authority is entitled to recover an equal amount from any money due or accruing to the Contractor/agency under this agreement. The contractor shall also pay Bonus/Gratuity etc. to all eligible employees as per the prevailing act and submit the document evidence to OERC.
- j) The contractor/agency shall be absolutely and exclusively responsible for the payment of wages for the staff deployed in OERC on or before the 7th day of each succeeding month to protect the interest of these staff and to ensure smooth running of services in OERC, irrespective of whether or not he may be able to raise the bills or receive payments from OERC by that time.
- k) The staff deployed through contractor/agency at OERC shall not claim any benefit of the Industrial Disputes Act, 1947 or Contract from time to time. The contractor/agency shall obtain an undertaking from the deployed persons to the effect that the deployed persons are the employees of the contractor/compensation, absorption or regularisation of their services in the establishment, either under the provisions agency. The contractor/agency shall submit the said undertaking to OERC. In the event of any litigation on the status of the deployed staff, OERC shall not be a necessary party. However, in any event, either by the deployed persons or on order of a Court of Law, if OERC is made a necessary party in dispute to adjudicate the matter, the contractor/agency shall reimburse the expenditure borne by OERC for such purpose.

vi. Resolution of disputes: (Arbitration Clause)

- a) The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. If dispute or difference of any kind shall arise between the OERC and the Contractor/agency in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultation.
- b) If the parties fail to resolve their dispute or difference by such mutual consultation by either OERC or the Contractor/agency may give notice to the other party of its intention. In the case of a dispute or difference arising between the OERC and contractor/agency relating to any matter arising out of or connected with the contract, such dispute or difference shall be resolved within the Jurisdiction of the Hon'ble Court situated at Bhubaneswar.

vii. Force Majeure:

- a) For purposes of this clause, Force Majeure means an event beyond the control of the Contractor/agency and not involving the Contractor/agency's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event. Such events may include, but are not restricted to, acts of OERC either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- b) If a Force Majeure situation arises, the Contractor/agency shall promptly notify OERC in writing of such conditions and the cause thereof within 7 (seven) days of the occurrence of such event. Unless otherwise directed by OERC in writing, the Contractor/agency shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- c) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding thirty days, either party may at its option terminate the contract without any financial repercussion on either side.
- d) In case due to a Force Majeure event, OERC is unable to fulfil its contractual commitment and responsibility, OERC will notify the Contractor/ agency accordingly and take subsequent actions on similar lines as described in the above sub-clauses.

viii. Deployment and removal of Workmen:

- a) The contractor shall employ only such persons who are careful, skilled, experienced in their trades, dutiful, sober, and well-behaved and rule-compliant.
- b) Worker(s) in OERC shall be deployed after his/her deployment is cleared by the PAO and for this purpose, the contractor shall provide the details of them, including Police verification certificate, at the time of signing the agreement, mandatorily. Thereafter, if any addition/alteration in the employees' list, the contractor may inform the PAO. along with the Police verification certificate.
- c) All the workers shall be under the control of the Contractor. For all purposes, the contractor is the employer of these workers. Persons below the age of 18 and above 50 years shall not be engaged for the above work.
- d) The Service Provider will provide workers on all days except Sundays. PAO will decide the utilization of workers. One worker, over and above doing the requisite routine tasks, will also function as group leader and will report to PAO for ascertaining the daily work schedule. The authorized person of the agency will visit OERC at least once a week and discuss the efficacy/handicaps of housekeeping with PAO.

- e) The contractor shall issue the identity card after approval from the authority of OERC for the employees engaged by the contractor and the identity card must be worn and displayed while the employees are on duty at the OERC. The contractor shall deploy adequate manpower to carry out the above jobs.
- f) The Contractor shall ensure that the deployed personnel wear a clean uniform and other items.
- g) The staff should not consume alcoholic beverages/smoke cigarettes/ chew pan masala, etc. while present at OERC Premises.
- h) All the workers shall invariably carry their ID Cards (to be provided by the contractor at its/his costs) and shall be produced to the OERC Authority whenever asked for.
- i) The Contractor shall be responsible for strict adherence to discipline and good conduct by its workers.
- j) The contractor shall be bound to remove any such worker and disallow him/her from entering into the OERC premises that the OERC Authority does not deem appropriate to continue within the OERC premises for administrative or any other reasons.
- k) The contractor shall have absolute authority regarding the engagement, disengagement, suspension, termination, retrenchment, dismissal and discharge etc., of its workmen and for all disciplinary actions against them. The contractor shall be responsible for the master and servant relationship with its workmen and the OERC Authority shall have no concern whatsoever with all the above-mentioned matters.
- l) The contractor shall be liable regarding any dispute or other matters concerning its workmen which are initiated in any forum or court of law and shall further be liable to meet and discharge all the liabilities that may arise on account of its relationship with its worker from the decisions of any court including all liabilities as are thrust upon by the provisions of any Labour law being in force at the time besides other statutory liabilities.
- m) The contractor shall further be liable to make good the loss to the property of the OERC Authority if any that may be caused on account of any non-responsible action on the part of its workers, whether deliberate or otherwise.
- n) The Contractor shall be responsible for removing their staff from OERC premises on expiry of this agreement or termination thereof, whichever is earlier.

ix. Compliance of Statutory Obligations and Other Provisions: -

- a) It is understood that several enactments and laws would apply to the contractor, which shall mandatorily be complied by the contractor in letter and spirit and in particular to laws relating to minimum wages to worker, employee's compensation and Goods and Service Tax or such other Acts, laws or regulations passed by the Central / States, Local Government, agency or authority.
- b) For Employees' Compensation Act, 1923 and other Labour Acts etc., the Contractor shall be treated as an independent employer, assuming sole responsibility for the employees working in OERC. The persons engaged for work at OERC, whether casual or otherwise, shall have no lien or claim whatsoever on OERC. The Contractor shall be liable to account to the OERC for loss caused to it arising in any manner as a result of any act or omission of those engaged for work in the OERC. Also, OERC shall not be involved in any dispute or claims that may arise between the Contractor and those engaged by him/her to work in OERC Premises or due to non-compliance with statutory requirements. OERC is not liable for payment of any fees, including any charges, taxes etc., to the State or Central Government or any other authorities and to obtain permission, if any required, from any authorities.
- c) The contractor shall be liable to ensure compliance with all enactments, rules, regulations and

orders of other authorities, besides the instructions of the OERC Authority that may be in force from time to time, including all the labour laws, employees' compensation and the minimum wages, EPF & ESI Act, etc.

- d) The decision of the Secretary, OERC, in all disputes concerning the interpretation of the terms of the contract shall be final and binding on the Contractor.
- e) The contractor shall indemnify the OERC Authority/officers/employees of OERC from any third-party claim arising in any manner as a result of any act or omission of the contractor or those engaged by him.

x. **Contract Documents and their interpretations: -**

- a) The original agreement shall remain with the OERC, while a photocopy thereof may be had by the contractor if it so wishes.
- b) The several documents forming the contract are to be taken mutually explanatory to one another and in case of any ambiguities or discrepancies, the interpretations of the same shall be communicated in writing by the OERC Authority through its competent authority to the contractor along-with the directions, if any, and the same shall be deemed to be final and binding and shall not be open to question in court.

xi. **Penal Provisions: -**

- a) If the contractor/agency fails to provide Facility Management Services (Housekeeping, Sanitation, Gardening and Canteen services) at OERC as per quality, time schedules, deployable staffs and other terms and conditions incorporated in the contract and to the satisfaction of the competent authority of OERC, the latter shall, without prejudice to other rights and remedies available to it under the contract deduct a sum equivalent to 1% (one percent) of the taxable value of services supplied as per services Bill of Contractor/agency's Monthly Bill as liquidated damages per occasion of default from the contractor/agency's monthly bill. If the deductions exceed 6 % (six percent) of the total value of services supplied in any calendar month, OERC may consider termination of the contract and hiring of alternative services at risk and cost of the contractor/agency as laid down in GCC Clause: Termination for Default.
- b) Where there is non-performance/unsatisfactory/sub-standard performance of its obligation in the part of the Service Provider, the OERC shall give a written notice of the default and or omission or commission and the Service Provider shall submit its response within 7 (seven) days from the date of issue of such notice.

Annexure-I

Activity Sl. No	Scope of Services with Description
	Housekeeping & sanitation work at OERC
1.	Canteen Services <ul style="list-style-type: none"> • Prepare tea, snacks & meals on a daily basis for OERC staff, as well as during meetings, hearings, training programs, and official functions, as instructed by the Officer-in-Charge from time to time. • Maintain hygiene standards, ensure timely food preparation and safe handling of ingredients. • Maintain kitchen equipment, gas stoves, refrigerators and utensils in proper condition. Inventory & Procurement Responsibility <ul style="list-style-type: none"> • Maintain a daily log of grocery/consumable usage, including items like rice, pulses, oil, spices, vegetables, milk, tea/coffee, etc. • Ensure timely procurement of vegetables and groceries (either through local purchase or through authorised vendors as instructed by OERC). • Ensure effective utilisation of consumables – avoid wastage, use FIFO (First In, First Out) method for perishable items. • Submit a monthly consumption/utilisation report to the Officer-in-Charge for monitoring.
2.	Cooking Assistant (Unskilled) <ul style="list-style-type: none"> • Assist the Cook in preparation tasks (washing, peeling, chopping vegetables, etc.). • Serve tea/snacks/meals during meetings, hearings, and functions. • Clean kitchen, utensils, and dining areas. • Assist in waste disposal.
3.	Sweeping and mopping <ul style="list-style-type: none"> • Marble flooring/ IPS/ Granite/ Vetrified tile flooring of all floor areas of OERC Building, Parking Area, security shed, etc. • Sweeping with soft broom and mopping with phenyl using long-handle mop and disposal of spoils at the dumping yard as per the instructions of the Officer-in-Charge. • Frequency of Operation – Once daily. However, efforts should be made to maintain cleanliness and keep the area in good condition throughout the day.
4.	Scrubbing all the marble, granite, tiles <ul style="list-style-type: none"> • All types of flooring (Marble, Tiles, Granite & IPS) of all floor areas of OERC, Parking Area, security shed, etc. • Scrubbing all the marble, granite, tiles and IPS floors to remove spots and stains, using soap/detergent solution of disinfectant floor cleaner and water in appropriate ratio. • Frequency of Operation - Once a month. However, efforts should be made to maintain cleanliness and keep the area in good condition.
5.	Scrubbing the lobby areas, staircase, etc. <ul style="list-style-type: none"> • Scrubbing the lobby areas, staircase, reception area, etc. with to remove spots and stains, using soap/detergent solution of disinfectant floor cleaner and water in appropriate ratio. • Frequency of Operation - Once a week. However, efforts should be made to maintain cleanliness and keep the area in good condition.

6.	Collection of solid waste, papers, etc. <ul style="list-style-type: none"> Collection of solid waste, papers from the OERC, Parking Area, security shed, etc. Collection of solid waste, papers, stationary etc. from individual dustbin kept in office spaces, chambers, cabins etc. and disposal of the same at the dumping yard as per the direction of Officer - in - Charge. Frequency of Operation - Once Daily / as per requirement.
7.	Cleaning of Toilet tiles in all the toilets. <ul style="list-style-type: none"> Cleaning with detergent powder and water followed by appropriate floor cleaner using soft scrubbed cloth as per the instructions of Officer - in - Charge. Frequency of Operation - Twice Daily / as per requirement.
8.	Cleaning of strains. <ul style="list-style-type: none"> Cleaning using soft brushes to remove water stains, yellowish stains, etc. Frequency of Operation - Once a Week.
9.	Cleaning of Toilets & Urinal pans. <ul style="list-style-type: none"> Toilet pans & urinal pans of all the toilets of the OERC Building Cleaning with soft scrubber/ soft brush as per instructions of Officer - in - Charge. Frequency of Operation - Twice Daily / as and when required.
10.	Spraying Air/Bathroom freshener. <ul style="list-style-type: none"> Spraying Air / Bathroom freshener in all toilets as per instructions of the Officer-in-Charge. Frequency of operation - Twice Daily. However, continuous efforts should be made to keep the area in good condition.
11.	Naphthalene balls/cubes <ul style="list-style-type: none"> Replenishing required quantities of naphthalene balls/cubes in all the urinal pans as per the instructions of the Officer-in-Charge. Frequency of Operation - Daily once / as and when required.
12.	Cleaning with solution of detergent <ul style="list-style-type: none"> All sinks and wash basins. Cleaning and scrubbing of all sinks and wash basins with appropriate detergent to remove stains or as per the instructions of Officer - in - Charge. Frequency of Operation - Once Daily. However, efforts should be made to maintain cleanliness and keep the area in good condition.
13.	Liquid soap dispensers <ul style="list-style-type: none"> Replenishing the liquid soap dispensers near all wash basins with liquid soap as per the instructions of the Officer-in-Charge. Frequency of Operation - Weekly once / as per requirement.
14.	Cleaning of Windows & Doors. <ul style="list-style-type: none"> All glass windows and door shutters. Cleaning and wiping out with soft cloth with the required solutions to remove the stains in the glass as per the instructions of the Officer-in-Charge. Frequency of Operation - Weekly once / as per requirement.
15.	Cleaning of furniture and fixtures.

	<ul style="list-style-type: none"> • All chairs, sofas, tables, side gradanians, cabinets/Almirahs, other furniture, and wooden items. • Cleaning with dry duster and wet cloth with mild soap solution wherever necessary as per the instructions of the Officer-in-Charge. • Frequency of Operation - Daily / As per requirement and instruction of the Officer - in - Charge.
16.	<p>De-dusting and cleaning of all Venetian blinds.</p> <ul style="list-style-type: none"> • De-dusting and cleaning of all Venetian/ curtains blinds with soft brush, cloth, etc., including soap solution wherever necessary as per the instructions of the Officer-in-Charge. • Frequency of Operation - Once in a Month / As per requirement and instruction of the Officer - in - Charge.
17.	<p>Cleaning with aluminum cleaning reagent.</p> <ul style="list-style-type: none"> • All Aluminum railings, doors & windows frames, etc. • Cleaning with aluminum cleaning reagents and solvents with soft cloth as per the instructions of the Officer-in-Charge. • Frequency of Operation - Once in a Month / As per requirement and instruction of the Officer - in - Charge.
18.	<p>Removal of cobwebs.</p> <ul style="list-style-type: none"> • Removal of cobwebs and general cleaning of the inside walls and roof surfaces with soft brooms/ Vacuum cleaners wherever necessary as per the instruction of the Officer-in-Charge.
19.	<p>Sweeping with hand brooms, removal of waste.</p> <ul style="list-style-type: none"> • All roads, pavements, parking spaces, etc. • Sweeping with hand brooms, removal of waste paper, brickbats, wild grass, shrubs, rubbish etc. & disposal of the same as per instruction of the Officer - in - Charge. • Frequency of Operation- Once a Daily / As per instruction of the Officer - in - Charge.
20.	<p>Removal of silts, all floating & deposits.</p> <ul style="list-style-type: none"> • Removal of silts, all floating & deposited materials with spade/shovel and other sanitary appliances. The cleaning includes sweeping out the stagnant waters. After cleaning, apply bleaching powder/phenyl. The collected garbage has to be disposed of as per the instructions of the Officer-in-Charge. • Frequency of Operation - Once in a Week / as per requirement.
21.	<p>Sweeping and cleaning of rooftops</p> <ul style="list-style-type: none"> • Roof tops of the OERC Building. • Sweeping and cleaning of roof tops, including removal of Silts, leaves, twigs, soils, pebbles, stones and other foreign materials etc. with cleaning mouth of downcomer pipes and disposal of rubbish as per the instruction of Officer - in - Charge. • Frequency of Operation - Twice in a Month / As and when required.

22.	Cleaning of filters (2 nos.) of the rainwater harvesting system <ul style="list-style-type: none"> Sweeping and cleaning of roof tops including removal of Silts, leaves, twigs, soils, pebbles, stones and other foreign materials etc. with cleaning mouth of downcomer pipes and disposal of rubbish as per the instructions of Officer - in - Charge. Frequency of Operation - Twice in a Month / As and when required.
23.	Cutting/uprooting of shrubs, grass in the peripheral areas of OERC Buildings. <ul style="list-style-type: none"> Uprooting of shrubs, grass, weeds and bushes etc. along the boundary wall and disposal of the same as per the instructions of the Officer-in-Charge. Frequency of Operation - As and when required.

24.	Cleaning of Conference Halls, Hearing Hall & Training Hall. <ul style="list-style-type: none"> Conference Halls, Hearing Hall & Training Hall. Cleaning of Conference Halls, Hearing Hall & Training Hall with removal of waste, waste papers, polythene and other unwanted materials etc. including cleaning of tables, chairs etc. during and after the meeting and disposal of the garbage as per instruction of Officer - in – Charge. Frequency of Operation - Daily once / as and when required. During special functions and tariff hearings, the frequency of cleaning of the ground floor area may be increased. Such occasions will not be more than 4-5 times a year, spanning 10-15 days.
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25.	Removing clogging of WC, wash basin, toilets, waterlines, sewerage pipe, etc. <ul style="list-style-type: none"> Removing of clogging of WC (both in Indian & European), wash basin, toilets, waterlines, sewerage pipe etc. as per the instruction of Officer - in - Charge. Frequency of Operation - As and when required.
26.	Collection of garbage, including waste from the Vacant Space <ul style="list-style-type: none"> Collection of garbage, including wastes, brickbats, stone chips, waste papers, rubbish etc. and its disposal as per instructions of Officer - in - Charge. Frequency of Operation - As and when required.
27.	Disposal of Garbage, debris, etc. <ul style="list-style-type: none"> Disposal of Garbage, debris, etc. from OERC premises to Govt. / BMC approved place using tractor, including loading, transporting & unloading. Frequency of operation - As and when required.
28.	Supply of unskilled workers <ul style="list-style-type: none"> Supply of unskilled workers for functions, emergency miscellaneous works, etc. Frequency of operation - As and when required.

29.	Cleaning of Overhead Water Tank <ul style="list-style-type: none">• Complete drainage of the tank before cleaning. Removal of sludge, silt, and scale deposits from tank walls, floor, and ceiling using brushes or mechanical equipment as required. Use of high-pressure water jets to clean inner surfaces. Use of disinfectant (e.g., chlorine solution) to sanitize internal surfaces• Frequency of operation - As and when required
30.	Maintenance and Development of Lawn and Garden (1100 sq. Mtr.) <ol style="list-style-type: none"><li data-bbox="228 443 1524 786">1. Lawn Maintenance<ul style="list-style-type: none">• Maintenance of the lawn shall include regular irrigation, weeding, mowing, and top dressing, using a mixture of soil, compost, and sand in equal proportions.• Application of fertilizers and pesticides shall be carried out as and when required, based on the condition of the lawn and as advised by the competent authority.• Regular cleaning and weeding of plants and bushes within the premises shall be ensured.<li data-bbox="228 797 1524 965">2. Maintenance of Plants and Flower Beds<ul style="list-style-type: none">• Maintenance of plants, seasonal and perennial flower beds shall include irrigation, weeding, staking, pruning, trimming, and application of manure and nutrients as necessary.<li data-bbox="228 976 1524 1144">3. Plantation Activities<ul style="list-style-type: none">• Seasonal flowers and ornamental or shade trees shall be planted in the designated lawn and garden areas as per the seasonal requirement and instructions of the Officer-in-Charge.

Annexure-II**SPECIAL CONDITION OF CONTRACT****A. OBLIGATION OF THE CONTRACTOR**

1. Being a job contract, the contractor is required to have strict supervision of the Labour force deployed, so as to achieve the desired output and quality of work.
2. Special attention has to be given to the collection and removal of the garbage/ wastes, etc. and disposal of the same at the BMC designated place. As for example, any garbage/waste to be collected, removed from roads, drains, vacant places from inside and/or the surroundings area of any building/ structure, and disposed of in the dumping vat/ dust bin, thereafter to the BMC designated place.
3. OERC office and its premises are to be kept neat and clean as per the corresponding items mentioned in the Bill of Quantity. Especially total floors, toilets etc. are to be kept neat & clean. Regular steps to be taken to keep the same in good & clean condition throughout the day, as per the concerned item and which is to be included in the quoted rate. No extra payment shall be made for the same. The bidders are requested to keep this in mind while quoting rates.
4. All tools, tackles such as scrubbing machine, vacuum cleaner and other machinery, etc., are to be arranged by the party at any point in time.
5. Water & Electric points have been provided at convenient places for easy watering & lawn mowing respectively
6. Any complaint received from any department regarding sanitation and related activities, as instructed by the Officer-in-Charge, has to be attended to immediately.
7. The quality of work should be at an acceptable level of standards and performance.

B. SUPPLY OF CONSUMABLES AND EQUIPMENT**1. Provision of Consumables and Equipment (General)**

OERC shall arrange and provide the consumables and equipment required for day-to-day execution of the contract works to ensure proper control and execution.

2. Gardening Tools & Plants (T & P)

For gardening activities, OERC will provide the necessary tools and plants (T & P) required for execution of the work.

3. Power and Water Supply

The contractor may utilise the power and water available at OERC premises free of cost, but strictly for gardening, housekeeping and cleaning purposes only.

4. Canteen Utensils and Consumables

For Canteen activities, all utensils and consumable items (e.g. groceries, raw materials) shall be provided by OERC. The contractor shall be responsible for their proper use and upkeep.

5. Responsibility for Misuse or Damage

The contractor/agency shall be held responsible for any misuse, loss, or damage of tools, utensils, equipment or consumables provided by OERC. The cost of repair or replacement shall be recovered from the contractor's bills or security deposit.

C. QUALITY OF WORK

1. The OERC building, including all office spaces, corridors, staircases and common areas, shall be kept clean, neat and free from dust and litter at all times.
2. Toilets shall be kept clean, free from bad odours, and dust-free at all times. Toilets must be cleaned frequently so that no yellow stains accumulate on pans, pipelines, walls, or floors. Naphthalene

balls or equivalent air freshening agents shall be placed in urinal pans at all times.

3. A checklist approved by the Officer-in-Charge shall be maintained and prominently displayed in all common toilets. The checklist shall be signed every working day by the contractor or his authorised representative after verifying completion of cleaning tasks.
4. ***Gardeners shall be properly trained to maintain lawns, flower beds, seasonal plants, and trees. Lawns and flower beds shall be well maintained, and trees/shrubs shall be properly pruned and trimmed as required.***
5. The Cook and Cooking Assistant shall be competent to provide timely and good-quality food while maintaining high standards of hygiene in preparation, serving, and storage areas.
6. All workers shall use hand gloves, masks covering nose and mouth, suitable aprons, and other protective gear while carrying out day-to-day cleaning, Canteen, or related activities.

D. MANPOWER DEPLOYMENT

1. The minimum number of Manpower to be deployed to carry out gardening, sanitation and conservancy work as per the contract should be as follows:

Sl. No	Manpower Details	Nos.
1	Housekeeper (Unskilled)	08
2	Gardener (Unskilled)	01
3	Cook (Semi Skilled)	01
4	Cooking Assistant (Unskilled)	01

2. The contractor will provide 8 (eight) unskilled workers for housekeeping & sanitization, 1 (one) unskilled workers for gardening, 1 (one) cook (semi-skilled) and one Cooking Assistant (Unskilled) for Canteen services on all days except Sundays. OSD(PAO) will decide utilization of workers. One worker, over and above doing the requisite routine tasks, will also function as group leader and will report to OSD (PAO) for ascertaining the daily work schedule
3. The contractor should have arrangements for providing additional unskilled workers, if required by OERC for miscellaneous works at one day's notice on additional payment by OERC as per rates per head per day as ascertained from the contract amount
4. It is the responsibility of the contractor to provide his workers with two pairs of uniforms, one pair of safety shoes and two pairs of socks in the presence of OERC's representative every year. Initially, this should be provided within one month from the date of award of the contract and thereafter within one month after the completion of the first year. In case of failure in the part of the contractor to supply the specified uniform, OERC shall supply the same to the contractor's workmen at the contractor's risk and cost.

E. PROGRESS REPORT

The contractor shall keep the Officer-in-Charge informed of the day-to-day progress of the work, either verbally or in writing, and shall submit such reports as may be required by the Officer-in-Charge

F. PENALTY FOR SHORTFALL OF MANPOWER

The penalty for Non-supply of Minimum Manpower shall be as follows:

The amount to be deducted will be calculated as the quantity of shortfall manpower multiplied by the prevailing rate at that time for the category of shortfall worker (Minimum wage) plus 10% extra. Penalty for shortfall in supply of manpower will be recovered through the Monthly Bill of the vendor.

- G. Bidders may visit OERC buildings before quoting rates to avoid any ambiguity in future.

Annexure-III

CONTRACT/AGREEMENT

**[NAME OF THE
SERVICE] BETWEEN**

[OERC]

AND

[SERVICE PROVIDER]

Dt.

[On Stamp Paper]

FORM OF AGREEMENT

This **CONTRACT** is made on the _____ between _____ (hereinafter called as the “**OERC**”) which expression shall where the context so requires or admits shall also include its successors or assigns of the **one part**

AND

_____, registered under _____ with its principal place of business at _____ (hereinafter called the “Service Provider”) of the 2nd Part, represented by _____, which expression, where the context so requires or admits shall also include its successors or assigns of the other part

WHEREAS

_____ (the Principal) issued tender vide Letter No. _____ Dated _____ to Provide House-keeping, sanitation, Gardening and Canteen service activities at OERC” for execution of [Name of the Service] and the Service Provider offered its willingness to execute the work as per the terms and conditions of the agreement vide its Letter No. _____ Dated _____.

And

WHEREAS above-stated offer and willingness conveyed under the Letter dated by the Service Provider has been duly accepted by OERC vide its Letter No. _____ Dated _____ for execution and completion of facility-related services, subject to the fulfilment of the terms and conditions.

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. **Scope of Work:** The Service Provider shall engage efficient and experienced personnel to render the required service of [Name of the Service and Location] as described in **Annexure-I**.
2. **Agreement Period:** This Agreement shall remain valid for two years, effective from the _____ to _____ (both days inclusive) may be extended further.
3. **Contract Value:**
 - a) The total contract value is _____ [in words] only per year for the period of the contract, except GST (as applicable), etc. pertaining to the service rendered. In case of an increase in minimum wages of Labour by the Government of Odisha, the basic differential cost of minimum wages for Unskilled, semi-skilled, Skilled and high-skilled Labour, together with ancillary implications like EPF, ESI etc., will be paid extra.
 - b) No other terms and conditions put forth by the Service Provider shall be considered for accepted during the contract period. However, the above terms of payment against the claimed bills shall be subject to deduction of non-performance stipulations of the TENDER and the OERC is not bound to make the monthly bill within the stipulated deadline of payment on the claimed monthly bill.
4. **Terms of Payment:**
 - a) [Name of the Department/Heads of Department/Other Office] will make payment on the basis of monthly bills furnished' by the service provider duly certified by the Designated Officer for the purpose by first week of subsequent month for the services rendered for the previous month and payments will be made by the OERC with compliance of all statutory documents. However, the above payment shall be subject to deduction of non-performance as per the prevailing conditions of the TENDER and the OERC is not bound to make the monthly bill within the stipulated deadline of payment on the claimed monthly bill.

- b) **Performance Security Deposit:** The Service Provider shall have to deposit an amount of equal to 5% value for services inclusive of GST in the shape of a Performance Bank Guarantee in favour of OERC or a Demand Draft in favour of “OERC FUND. Office, Bhubaneswar”. This will be treated as Performance Security Deposit and shall be refunded after successful completion of the contract. It shall not carry any interest.
5. **Schedule for the Service:** The schedule for the service will be provided by the Service Provider as per the agreed terms and conditions between the parties. The Service Provider shall deploy number of personnel to carry out the services as described in **Annexure-II.**
6. **Authorised Representative:**
- a) Any notice or intimation by either party to the other pursuant to this Agreement shall be signed by an Authorized Representative of the party giving such notice.
- b) The Service Provider shall carry out instructions and act upon any guidelines issued in pursuance of the Agreement, if and only if they are given/signed by an Authorized Representative of OERC, whose names will be intimated by the said OERC.
7. **Risk & Responsibility:**
- a) The Service Provider shall without limiting to its obligations and responsibilities will ensure and keep insured it's personnel so deployed at OERC against all liabilities for death and injury whatsoever on account of any accident in the course of performing the services. The OERC will not be responsible and be held liable for any such death, injury or accident to the employees and any other personnel deployed by the Service Provider.
- b) The Service Provider shall comply all the provisions of the prevailing Labour Laws during the execution of work. The personnel deployed shall be morally good and physically healthy to carry out the assignments to the satisfaction of the OERC.
- c) The Service Provider shall provide qualified uniformed staff to perform the services. The employees of Service Provider entering the premises of the OERC shall have proper uniform & badges for Identification and shall display identity proof on their person in the course of duty hours.
- d) The Service Provider shall conduct periodic general medical checkups of its employees at its own cost. In the event that any of the staff is found to be suffering from any communicable disease, such employee(s) shall be replaced immediately, providing substitute(s) immediately.
- e) The Service Provider shall deploy its authorized representatives and adequate supervisors to be present at the place of work during working hours to ensure satisfactory services under this Agreement. It shall further exercise due and adequate control over such personnel and ensure that appropriate instructions/ directions are issued to them in the course of the performance of the tasks under this Agreement.
- f) The Service Provider shall ensure that its employees, while carrying out their obligations under the Agreement, observe all required standards of cleanliness, decency and decorum, safety and general discipline and such other instructions or guidelines as may be issued by the authorized representative of the OERC.
- g) “Right man to for Right Job” shall be followed to avoid accidents at the workplace. It shall be the duty of the Facility Management and the Supervisor of the Service Provider to get the critical job done by employees professionally and technically competent enough to perform the said particular task.
- h) The Service Provider should submit attendance of its personnel deployed at the location and the report should be verified by the authorized officer from time to time.

8. **Statutory Compliances:**

- a) The Service Provider shall be responsible for compliance and coverage of its employees under all necessary statutory obligations under various statutes applicable such as Employees State Insurance (ESI) Act, Employees Provident Fund (PF) Act, Employees Compensation Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, etc. the Service Provider shall maintain proper records & documents and produce them to the authorized representative of the OERC as and when required, in proof of compliance of all the relevant and connected laws enacted by the Central & State Govt. etc.
- b) The Service Provider shall obtain all requisite licenses, permissions, certificates, registrations, etc. to render the required service from all competent OERC and shall furnish as and when demanded.
- c) The Service Provider shall alone be responsible for the payment of wages and all other statutory payments/legal dues to its employees deployed under this agreement. The payment/consideration contemplated as per Clause-3 of this Agreement shall be released by the OERC only upon the Provider producing online PF & ESI deposits of the payment receipt for the preceding month. Without such a document, no bill shall be passed.
- d) The Service Provider shall provide First Aid facilities at the workplace according to applicable laws.
- e) In the event of the Service Provider failing to comply with any of the provisions of the statutes applicable to it, resulting in the Principal incurring any expenditure thereafter, including facing litigation, the Service Provider shall indemnify such expenditure and other damages, losses as may be estimated by the OERC. OERC may take appropriate action to recover the same from the Service Provider, from its pending bills. If it does not suffice, the balance shall be recovered under ordinary common law through civil court.

9. **Liability and Indemnity:** The Service Provider shall be responsible and liable for and shall indemnify OERC and keep OERC Office safe and harmless at all time against any and all claims, liabilities, damages, losses, costs, charges, expenses, proceedings & actions of any nature whatsoever made or instituted against or caused to be suffered by the OERC directly or indirectly by reasons of.

- a) Any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work default, failure, bad faith, disregard of its duties and obligations, act or omission by the Service Provider or its facility staff.
- b) any theft, robbery, fraud, or other wrongful action or omission by the firm and /or any of its facility staff.

10. **Limitation of Liability:** In any case, the liability of the service provider shall not exceed one month's agreed contract price per occurrence.

11. **Sub-Contracting:** The Service Provider shall itself perform its obligations under this agreement and shall not assign or transfer or sub-contract any of its rights and obligations under this agreement to any third party.

12. **Loss/ Theft / Damage:** The Service Provider shall be responsible for any and all losses, theft, damages caused to any equipment installations in the premises, fittings and fixtures, goods therein in and any other properties belonging to the OERC because of any act of negligence, commission or omission of its employees while discharging their duties.

13. **Exclusion of Consequential Loss:** The Service Provider will not be liable for any consequential loss that may arise out of the performance of this Agreement.

14. **Breach of Agreement:** In case of breach of Agreement or default by the Service Provider, the OERC shall have a right of lien and first charge over all the properties of the Service Provider lying in the premises in addition to other remedies like forfeiture of security

deposit, legal action for recovery of money with liberty to the OERC to terminate the agreement.

15. Price Reduction:

- a) In case of mishap due to wrong operation or manual error, which results in the disruption of services, the total cost of downtime, along with equipment repair cost shall be borne by the Service Provider.
- b) A quality check procedure will be developed by the OERC, against each service and feedback from the designated officer will be obtained for assessment of the performance of the service rendered by the Service Provider.
- c) Where there is non-performance/unsatisfactory/sub-standard performance of its obligation in the part of the Service Provider, the OERC shall give a written notice of the default and or omission or commission and the Service Provider shall submit its response within 7(seven) days from the date of issue of such notice.
- d) If the response/explanation is not found satisfactory or inadequate or partly satisfactory, the OERC shall have the right to deduct 10% of the amount from the monthly bill of the Service Provider for non-performance/ unsatisfactory/ sub-standard performance of any part of the services to be rendered operationally as agreed between the parties.

16. Termination of Agreement: Where in spite of these efforts, there is a continuance of non-performance or improper performance of obligation, OERC shall have the right to terminate the contract at any point in time with forfeiture of the Security Deposit. Similarly, the Service Provider shall have the right to terminate the contract in case the OERC fails to pay the admissible dues for more than 3 occasions in a calendar year.

17. Post Termination Responsibility of the Service Provider: Upon termination of this agreement, the Service Provider shall immediately deliver all the documents and any/all data held by it and which are in possession/ custody/control of its facility staff to the OERC. The Service Provider shall also forthwith remove all its facility staff together with its machines /equipment whatsoever from the premises of the OERC under intimation to the designated OERC.

18. Jurisdiction: The Court situated in Bhubaneswar shall have jurisdiction to decide any disputes or litigations between the parties hereto.

19. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- Tender Document.
- All related document communication by the OERC and the Service Provider.
- Performance Security Bank Guarantee.

Signature of Authorized Representative

(OERC)

Witnesses:

On behalf of OERC

1.

2.

On behalf of the Service Provider

1.

2.

Annexure-IV
Housekeeping Service Charges
(for the Scope of Work specified in Annexure I)

S/N	Description	Unit	Qty	Rate (Rs.)	Amount in (Rs.)
1.	Manpower Cost (Monthly)	No			
2	Service Charges (Monthly) (percentage of manpower cost)	Percentage			
3	Total:	Lump sum			

Total Monthly Charges (1+2) =
(All inclusive)

Signature of the Bidder