

## **SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS**

1. Biju Pattanaik Film & Television Institute of Odisha(BPFTIO), Cuttack required the services of reputed, reliable and financially sound service providers to provide the services under the following areas:
  - Front desk Management
  - Library Management Service
  - Attendant
  - Sweeper (Female)
  - Security Guard
2. The contract for providing the aforesaid service is for one year.The period of the contract may further be extended beyond one year subject to requirement of BPFTIO,Cuttack and satisfactory performance of the service provider. The contract may be curtailed/terminated before end of contract period owing to insufficiency in service or substandard quality of services executed by the selected service provider or because of change in requirements of BPFTIO, Cuttack. The Director, BPFTIO, Cuttack however, reserves the right to terminate this initial contract at any time after giving one month notice to the selected Service Provider.
3. The interested Service Providers may submit the tender document filled in all respect along with Earnest Money Deposit(EMD) of **Rs. 30,000/-(Rupees Thirty thousand)** only and other requisite documents on or before **26-09-2023** at 2 PM in the Office of the Director, BPFTIO, Cuttack, At-BOSE Campus, SCB Medical College Road, Manglabag, Dist:Cuttack-753007 by Regd. Post/Speed Post / courier only.

The bidders should download the tender document from website-**www.bpftio.org** and enclose a Demand Draft of **Rs.1000/-** inclusive of GST towards the cost of tender drawn in favour of Director, Biju Pattanaik Film & Television Institute of Odisha payable at Cuttack. The Tender claiming exemption/concession for EMD/Tender document fees has to submit copy of relevant documents for providing service to avail such benefit.

The various dates relating to “Tender for Providing Service to the Director, BPFTIO” are cited as under:

- (a) Date for downloading & submission of Tender documents :Up to **26.09.2023 at 2 PM**(By
- (b) Regd. Post/Speed Post/Courier only)
- (c) Date and time for opening of
  - i) Technical Bids:**27.09.2023 at 10.30 AM.**
  - ii) Financial Bids of eligible Bidders:**27.09.2023 at 3.30 PM.**
4. The tender envelopes should be superscripted “Tender for providing Service to Director, BPFTIO, Cuttack” and it must be sealed.
5. The Earnest Money Deposit(**EMD**) **Rs. 30,000/-** (Rupees Thirty thousand) only, refundable (without interest) should be necessarily accompanied with the Technical Bid of the Service Provider in the form of Demand Draft/Pay order drawn in favour of Director, Biju Pattanaik Film & Television Institute of Odisha payable at Cuttack failing which the tender shall be rejected.
6. The successful tenderer will have to deposit a performance security of **Rs. 50,000/-**(Rupees fifty thousand only) in the form of Bank Guarantee from any Nationalised Bank in favour of the Director, Biju Pattanaik Film & Television Institute of Odisha payable at Cuttack

covering the period of contract. In case the contract is further extended beyond the initial period, the Bank Guarantee will have to be renewed accordingly by the successful tenderer.

7. Conditional bids shall not be considered and will be out rightly rejected.
8. 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 authorised 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 cuttings, if any, in the Technical Bid must be initialled by the person authorized to sign the tender bids.
9. The Technical Bids shall be opened on the scheduled date and time, in the Mini Conference Hall of BPFTIO, Cuttack in presence of the authorized representatives of the Service Providers, if any, who wish to be present on the spot at that time.
10. The Director, BPFTIO, Cuttack reserves the right to accept/reject or cancel any or all bids without assigning any reason thereof.

### **TECHNICAL REQUIREMENTS FOR THE TENDERING SERVICE PROVIDER**

1. The tendering Service Provider should full fill the following technical specifications:
  - a. The registered office of the service provider should be located within Odisha.
  - b. The Service Provider for Service should have experience in providing service to (Central/State) Government/ PSU Departments. Proof of the successful execution of work from competent authority is to be enclosed.
  - c. The Service Provider should have own Bank Account.
  - d. The Service Provider should be registered with Service Tax Department and should have valid Service Tax Registration Number.
  - e. The Service provider should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
  - f. The Service Provider should be registered with Labour Department, i.e. License under Contract Labour (Regulations and Abolition) Act, 1970.
  - g. The Service Provider should be a financially sound party and his/her annual turnover should not be less that **Rs.25,00,000/-**(Rupees twenty five Lakh). Copy of audited financial statement for the financial year 2020-21, 2021-22 should be attached.

### **TECHNICAL REQUIREMENT FOR SERVICE BY THE SUCCESSFUL SERVICE PROVIDER IN BIJU PATTANAİK FILM & TELEVISION INSTITUTE OF ODISHA, CUTTACK ON OUTSOURCING BASIS.**

1. He /She should be of above 18 years of age and not exceeding 40 years.
2. The Minimum Educational Qualification for Front Desk Management staff of the service provider should be a graduate and have fair knowledge of computers, typing and essentially well trained in Windows, MS Office, Internet and LAN function. Minimum experience of Two years in the corresponding field.
3. All the documents should be numbered and indexed.

## TECHNICAL BID

1. Name of Tendering Service Provider: \_\_\_\_\_
2. (a) Details of Earnest Money Deposit : DD No. \_\_\_\_\_ Date: \_\_\_\_\_  
Rs. \_\_\_\_\_ drawn on Bank \_\_\_\_\_  
(b) Details of cost of Tender paper D.D No. \_\_\_\_\_ Dt. \_\_\_\_\_ drawn on Bank Amount \_\_\_\_\_
3. Name of Proprietor/Partner/Director: \_\_\_\_\_
4. Address of Registered Office: \_\_\_\_\_  
E-Mail \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_ Telephone No. \_\_\_\_\_ Mobile No. \_\_\_\_\_
5. Full Address of operating/Branch Office(Local) \_\_\_\_\_  
E-Mail Address \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_ Telephone No. \_\_\_\_\_
6. Name and Telephone No. of Authorised Officer/person to liaison with filed Office(s) \_\_\_\_\_
7. Banker of the Service Provider: \_\_\_\_\_
8. Telephone No. of Banker: \_\_\_\_\_
9. PAN/GIR No. \_\_\_\_\_
10. Service Tax Registration No. \_\_\_\_\_
11. EPF Registration No. \_\_\_\_\_
12. ESI Registration No. \_\_\_\_\_
13. Financial turnover of the tendering Service Provider:

Financial Year	Amount(Rs.Lakh)	Remarks if any
2020 - 2021		
2021 - 2022		

(if the space provided is insufficient, a separate sheet may be attached)

14. Additional information, if any

15. Give details of the major similar contract handled by the tendering Service Provider during the last two years in the following format.

(If the space provided is insufficient a separate sheet may be attached)

Sl.No.	Name of client, address, telephone No.	Type of service provided	Nos.	Amount of contract Lakhs	of Rs.	Duration of contract

16. The annual return/e-return/challan filed in ESI & EPF for last year upto March-2023 (attach attested copies)

17. Additional information if any

(Attach separate sheet, if required)

Date:

Place:

Signature of authorised person,  
Full Name  
Seal

**DECLARATION**

I \_\_\_\_\_ Son/Daughter/wife of  
Sri \_\_\_\_\_ Proprietor/Director/authorised  
signatory of the Service Provider, mentioned above, am competent to sign this declaration and  
execute this tender document.

1. I have carefully read and understood all the terms and conditions of the tender and  
undertake to abide by them,
2. The information/documents furnished along with the above bid documents are true and  
authentic to the best of my knowledge and belief. I/We, am/are well aware of the fact that  
furnishing any false information/fabricated document would lead to rejection of my/our  
tender at any stage besides liabilities towards prosecution under appropriate law.
3. I/we have not been black listed by any (Central/State) Government/PSU Departments.

Date:  
Place:

Signature of authorised person  
Full Name:  
Seal

Seal & Signature of Bidder

## FINANCIAL BID

For providing to services to Director, BPFTIO, Cuttack payable at Cuttack.

1. Name of tendering service provider:
2. The bidder shall give the rate per person per month inclusive of all statutory liabilities, taxes, levies, cess, profit, etc. as per Government Guidelines.

Sl. No	Services type	Monthly Rate per person						
		Rate of payment (Rs)	Employer EPF share as applicable	Employer ESI share as applicable	Other statutory dues if any(Rs)	*Service charges (Rs)	Service tax (Rs) As applicable	Total per persons (Rs.)
1	Front Desk Management							
2	Librarian							
3	Attendant							
4	Sweeper							
5	Security Guard							

Notes: As per the latest finance department order minimum take home remuneration per person shall be paid.

\*Rate of Service charge in outsourcing of service, the latest **office Memorandum of Finance Department Order No. 19595 Dated 11.07.2023** shall strictly be followed.

Date:

Signature of authorized person  
(Full Name)

Place:

Seal

Seal & Signature of Bidder

**AGREEMENT**

This agreement is made on this day of \_\_\_\_\_

Between

The Director, BPFTIO, Cuttack represented by Sri \_\_\_\_\_ herein after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assignees of the one part.

AND

M/s. \_\_\_\_\_ represented by Sri \_\_\_\_\_ herein after called the "Service Provider" which expression shall, where the context so requires or admits, also include its successor or assignees of the other part.

Whereas, the "Authority" desires that the services of " \_\_\_\_\_ " are required in Director, BPFTIO, Cuttack/Office.

And whereas the "Service Provider" has offered its willingness to the same in conformity with provisions of the agreement.

And whereas "Authority" has finalised the rate as per the terms and conditions of the agreement to the "Service Provider".

Now this agreement witness 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 in the Director, BPFTIO.,Cuttack 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.

That this agreement is valid up to \_\_\_\_\_

IN WITNESS WHEREOF the parties have caused their respective common seals to Do here into set their respective hands and seals on the day and year first written above.

Signature of the Contractor

Signed and delivered

Name/Address of the Contractor

For and on behalf of Director, BPFTIO

In the presence of witness:-

1. Signature:  
Name  
Designation  
Address

1. Signature:  
Name  
Designation  
Address:

Seal & Signature of Bidder

## TERMS AND CONDITIONS

### GENERAL:

1. The contract shall likely to commence from the date of placing of order for a period of one year unless it is curtailed or terminated by the authority owing to inefficiency of service, sub-standard quality of service deployed, breach of contract etc. or change in requirements or change in Govt. Policy.
2. The contract shall automatically expire on completion of one year unless or otherwise extended further on mutual consent of the service Provider and the Director, BPFTIO, Cuttack.
3. The contract may be extended on the same terms and conditions or with some additions/deletions/modifications, for a further specific period mutually agreed upon by the service provider and the Director, BPFTIO, Cuttack
4. The service provider shall not be allowed to transfer, assign pledge or sub contract its rights and liabilities to any other agency or organisation.
5. The Director, BPFTIO, Cuttack at present, has tentative requirement of **01 no. of service namely Front Desk Management (03 nos person approx.)** and adequate staff to handle that.
6. The Service Provider will be bound by the details furnished by it to the Director, BPFTIO, Cuttack while submitting the tender or at any subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of the contract.
7. The authority reserves the right to terminate the agreement during initial period also after giving one month notice to the Service Provider.
8. The service to be rendered in the office should between 10 AM to 5.30PM under the direct supervision of the officer in-charge for the said service.
9. The service provider shall nominate a coordinator and address of a (Local Office with phone number) who shall be solely responsible for in time completion of the service assigned.
10. For all intents and purposes, the service provider shall be "Employer" within the meaning of different rules and acts in respect of service deployed for the accomplishment of assigned service. The person deployed by the service provider shall not have any claim whatsoever like employer and employee relationship against the Director, BPFTIO, Cuttack. There shall not be employer employee relationship between the Director, BPFTIO, Cuttack and the persons deployed for the accomplishment of required service.
11. The Director, BPFTIO, Cuttack shall in no way, be responsible for settlement of any grievances whatsoever it may be during the process of completion of service.
12. The Director, BPFTIO, Cuttack shall not be responsible for any financial loss or any injury/death of any person deployed by the Service Provider in the course of performing the functions/duties, or for payment towards any compensation.
13. The persons deployed by the service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the contract or after expiry of the contract.
14. In case of termination of this agreement on its expiry or otherwise, any persons deployed by the service provider shall not be entitled to and shall have no claim for any absorption in regular or in other capacity.
15. The service provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner Provident Fund Authorities Employees State Insurance Corporation etc. and a copy of registration should be submitted along with GST Act. The Service Provider shall complete with all the legal requirements for obtaining license under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
16. The Service Provider shall provide suitable no. of persons to complete the service assigned in due time.
17. An Affidavit may be submitted by the service provider in support of not being Black listed by any organization he/she has worked for.

## **LEGAL:**

18. An obligatory on the parts of the service provider to complete a service assigned with due diligence and with adequate personal in due time else the service provider will be held responsible and action as per Law may be initiated against him.
19. The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Director, BPFTIO, Cuttack to the concerned tax collection authorities from time to time as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Director, BPFTIO, Cuttack bimonthly with the bill.
20. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Director, BPFTIO, Cuttack or any other authority under law.
21. The Tax deduction at Source(TDS) shall be done as per the provisions of income Tax/GST Rules as amended from time to time and a certificate to this effect shall be provided by the Director, BPFTIO, Cuttack.
22. In case the service provider fails to comply with any liability under appropriate law and as a result thereof, the Director, BPFTIO, Cuttack is put to any loss/obligation monetary or otherwise Director, BPFTIO, Cuttack 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 obligation in monetary terms.
23. The agreement is liable to be terminated because of non-performance, deviation of terms and condition of contract, non-payment of remuneration to employed persons and non-payment of statutory dues. The Director, BPFTIO, Cuttack will have no liability towards non-payment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss is caused to the Director, BPFTIO, Cuttack by the person deployed the same shall be recovered from the unpaid bills or adjusted from the performance security deposit.

## **FINANCIAL:**

24. The financial bid should be accompanied with an Earnest Money Deposit(EMD)of refundable without interest of Rs.30,000/-(Rupees Thirty thousand)only in the form of Demand Draft/Pay Order drawn in favour of the "Director, BPFTIO, Cuttack" failing which the tender shall be rejected out rightly. The Tenderer claiming exemption/concession for EMD/Tender document fees has to submit copy of relevant document for providing service to avail such benefit.
25. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First stage)/Financial Bid (Second Competitive stage) shall be returned to them without any interest. In case of successful tenderer if the agency fails to deploy the required service against the initial requirement within 15 days from date of placing the order the EMD shall stand forfeited without giving any further Notice.
26. The successful tenderer will have to deposit a Performance Security Deposit of Rs.50,000/- (Rupees Fifty thousand) only in the form of Bank Guarantee from any Nationalized Bank in favour of the "Director, BPFTIO, Cuttack" covering the period of contract. In case the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the bidder.
27. 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 beside annulment of the Agreement.

## **PAYMENT TERMS:**

28. The Service Provider shall raise the bill (Tax In-Voice)by 05<sup>th</sup> of subsequent month.
29. As far as possible the payment will be released by 5<sup>th</sup> to 10<sup>th</sup> of the subsequent month.
30. The authority reserves the right to withdraw or relax any of the terms and condition mention above so as to overcome the problem encountered at a later stage.
31. In the event of any dispute arising in respect of the clauses of the agreement of the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or Controlling Officer for his/her decision and the same shall be binding on all parties.
32. All disputes shall be under the jurisdiction of Cuttack.
33. The successful bidder will enter in to an agreement with the Director, BPFTIO, Cuttack for providing quality services as per requirement of this office on the above terms and conditions.



## **MANDATORY DOCUMENTS TO BE PROVIDED**

1. Technical Bid and Financial Bid to be submitted separately,
2. Self – attested copy of Registration Certificate of Service Provider
3. Self-attested copy of PAN/GIR Card
4. Self-attested copy of IT return of 2020-21 & 2021-22 assessment year filed by the Service Provider
5. Self-attested copy of Service Tax Registration Certificate (GST)
6. Self-attested copy of E.P.F-Registration Certificate with proof of payment up to 31-3-2023
7. Self-attested copy of E.S.I.Registration Certificate with proof of payment up to 31-3-2023
8. Self-attested copy of the Labour License, Registration Certificate under contract Labour (Regulations and Abolition)Act-1970.
9. Self-attested copy of similar type of work experience for providing services,
10. Certified documents in support of financial turn over for the financial year 2020-21 & 2021-22 by Chartered Accountant.
11. Complete Tender documents with each page duly signed and sealed by the Authorized signatory of the Agency in token of their acceptance.
12. E.M.D of amount Rs. 30,000/- in the shape of DD / supporting document from competent authority if exempted.
13. Cost of tender paper in the shape of DD/ supporting document from competent authority if exempted.
14. Address proof of branch office (local)
15. Proof of Bank Account in the name of Organisation.

**Failures to submit any of the above documents will lead to rejection of the tender document.**

## **DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE PROVIDING INTENDED SEARVICE**

1. SOP Document to be provided for smooth accomplishment of the assigned service.

**Seal & Signature of Bidder**

# AGREEMENT

This Agreement is made on this day of \_\_\_\_\_  
Between

The Director, BPFTIO.,Cuttack is represented by Sri \_\_\_\_\_ herein after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assignees of the one part.

AND  
M/s. \_\_\_\_\_ represented by Sri \_\_\_\_\_ herein after called the "Service Provider" which expression shall, where the context so requires or admits, also include its successor or assignees of the other part.

Whereas, the "Authority" desires that the service of " \_\_\_\_\_ " are required in Director, BPFTIO,Cuttack/Office.

And whereas the "Service Provider" has offered his/her willingness to the same in conformity with provision of the agreement.

And whereas the "Authority" has finalised the rate as per the terms and conditions of the agreement to the "Service Provider".

Now this agreement witness 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 in the Director, BPFTIO.,Cuttack 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 & conditions of the contract.

That this agreement is valid up to \_\_\_\_\_

IN WITNESS WHEREOF the parties have caused their respective common seals to Do here into set their respective hands and seals on the day and year first written above.

Signature of the Contractor

Signed and delivered

Name/Address of the Contractor

For and on behalf of Director, BPFTIO.,Cuttack

In the presence of witness

1. Signature  
Name  
Designation  
Address

1. Signature  
Name  
Designation  
Address

Seal & Signature of Bidder

## ANNEXURE TERMS AND CONDITIONS OF THE AGREEMENT

1. The agreement shall commence from \_\_\_\_\_(date) and shall continue till date unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of service, breach of contract etc. or change in requirements.
2. The agreement shall automatically expire on (date) unless extended further by the mutual consent of the Service Provider and the Authority.
3. The agreement may be extended on the same terms and conditions or with some additions/deletions/modifications for a further specific period mutually agreed upon by the Service Provider and the Authority.
4. Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The service provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of agreement making of liable for legal action besides termination of the Agreement.
6. The Authority reserves the right to terminate the agreement during initial period also after giving 15 days' notice to the Service Provider.
7. The service provider will provide service during the official working Hour i.e. 10.00 AM to 5.00 PM in all working days.
8. The Service Provider shall nominate a co-ordinator (with Address & contact number) who shall be responsible for immediate interaction with the Director, BPFTIO, Cuttack so that optimal service without any disruption.
9. For all intents and purposes, the Service Provider shall be solely responsible for the completion of services assigned in due time and diligence.
10. The Director, BPFTIO, Cuttack shall not be responsible for any financial loss or any injury/death of any person deployed by the Service Provider in course of their performing the functions/duties or for payment towards any compensation.
11. In case of termination of this contract on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to and shall have no claim for any absorption in regular or in other capacity,
12. The Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, provident fund authorities employees State Insurance Corporation etc. and a copy of registration should be submitted. The Service Provider shall complete with all the legal requirements for obtaining license, under Contract Labour (Regulations and Abolition) Act, 1970 if any, Income Tax & Commercial Tax at his own part and cost, if required under the Act.
13. The Service Provider should have good police records and no criminal case should be pending against them.
14. The Service Provider shall during the course of their work to 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 persons engaged by the service provider for impacting the service liable for penal action under the applicable laws besides, action for breach of contract.
15. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages as payable to different types of workers in respect of the persons deployed by the Director, BPFTIO, Cuttack. The Director, BPFTIO, Cuttack shall have no liability in this regard.
16. The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Director, BPFTIO, Cuttack to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Director, BPFTIO, Cuttack.
17. The Service Provider shall maintain all statutory registers under the Law and shall produce the same on demand to the authority of the Director, BPFTIO, Cuttack or any other authority under law
18. The Tax Deduction at Source(TDS) shall be done as per the provisions of Income Tax Act/Rules as amended from time to time and a certificate to this effect shall be provided by the Director, BPFTIO, Cuttack
19. In case the Service Provider fails to comply with any liability under appropriate law and as a result thereof , the Director, BPFTIO, Cuttack is put to any loss/obligation monetary or otherwise the Director, BPFTIO, Cuttack 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 Delegation in monetary terms.

20. The agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract and non-payment of statutory dues. The Director, BPFTIO, Cuttack will have no liability towards the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Director, BPFTIO, Cuttack by the person deployed the same shall be recovered from the unpaid bills or adjusted from the performance security deposit.
21. 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 beside annulment of the agreement.
22. The Service Provider shall raise the bill, along with signatures and certification by concerned officer on monthly basis the service provider should submit the bill (in triplicate) latest by 10<sup>th</sup> of the following month,
23. As far as possible the payment will be released by 5<sup>th</sup> to 10<sup>th</sup> of the subsequent month.
24. The Authority reserves the right to withdraw or relax any of the terms and condition mention above so as to overcome the provision encountered at a later stage.
25. In the event of any dispute arising in respect of the clauses of the agreement of the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling office for his decision and the same shall be binding on all parties.
26. All disputes shall be under the jurisdiction of Cuttack only.

Sd/-  
Director,  
BPFTIO, Cuttack.