



DIRECTORATE OF STATE INSTITUTE OF HEALTH & FAMILY WELFARE, ODISHA
NAYAPALLI, BHUBANESWAR-751012

☎: 2392032, 2394336, 2395338, 2393912, 2396072 (Hostel) Fax: 2391954

E-mail – sihfwodisha@gmail.com

SHORT TENDER CALL NOTICE

Tender Ref No. 4295/SIHFV-COMIN-MISC-35/2022 Date -09/11/ 2022

Sealed tenders (i.e. in two bids) are invited from reputed Firms/ Agencies/ Event Managers having experience in organizing national / state level major events and having valid GST Registration Certificate/ PAN number for establishing Health Exhibition Stall in forthcoming 'Make In Odisha Conclave', Bhubaneswar to be held from 30th November to 4th December 2022 at Janata Maidan, Bhubaneswar .The total cost of the project is limited to Rs.8, 15,000 (Rupees Eight Lakh Fifteen thousand) only. The Tender document along with details term and conditions of the tender is available in the official website at www.odisha.gov.in & www.sihfwodisha.nic.in. The intending bidders are required to download the Tender documents directly from the given official website and in this connection the bidder have to pay tender fee (Non-refundable) of Rs.1,000/- (Rupees One Thousand) in shape of Bank Draft/ Demand Draft in favour of "**Director, State Institute of Health & Family Welfare, Odisha**" from any Nationalized/ Scheduled Bank payable at Bhubaneswar. A pre-bid meeting shall be held on 11.11.2022 at 11.00 AM. Any changes in the terms & conditions of the tender to be finalized by the tender committee due to pre-bid meeting shall only be notified in the website mentioned above. The last date of submission of Tender is on Date: **16/11/2022 up to 5.30 PM** by Regd. post/Speed post/ Courier / Drop Box and the bids will be opened on **17/11/2022 at 3.00 PM** in the office chamber of the undersigned in presence of the bidders or their authorized representatives. In the event of the date being declared as a holiday for Government of Odisha, the due date of submission of bids and opening of bids will be the next working day at same time. Any alternation / modification if any will be notified in the Directorate official website (www.sihfwodisha.nic.in). The Bidders can download the Tender documents directly from the website subject to condition that the money towards tender cost will be applicable as per procedure mentioned above. Any tender received after the due date & time will be rejected and returned to the sender un-opened. The authority reserves the right to reject any/ all the tenders or to cancel the tender process at any time without assigning any reasons thereof.

Sd/-
Director,
State Institute of Health & Family Welfare, Odisha

TENDER DOCUMENT

FOR

ORGANIZING HEALTH EXHIBITION STALL IN “Make In Odisha” Conclave-2022

IMPORTANT DATE / TIME

PRE-BID MEETING	: 11/11/2022 at 11.00 AM
LAST DATE & TIME OF SUBMISSION OF TENDER	: 16/11/2022 up to 5.30 PM
DATE & TIME OF OPENING OF TENDER	: 17/11/2022 at 3.00 PM

**PLACE OF OPENING OF BID DOCUMENTS, ADDRESS FOR COMMUNICATION
AND RECEIPT OF BID DOCUMENTS:**

DIRECTORATE OF STATE INSTITUTE OF HEALTH & FAMILY WELFARE, ODISHA
Nayapalli, Bhubaneswar – 751 012
Tel. : 2392032, 2394336, 2395338, 2393912, 2396072 (Hostel) Fax: 2391954

SECTION –I

Section-I

TERMS OF REFERENCE FOR EVENT MANAGEMENT & ESTABLISHING HEALTH EXHIBITION STALL
in 'Make In Odisha Conclave', Bhubaneswar to be held from 30th November to 4th December 2022
at Janata Maidan, Bhubaneswar

1. BACKGROUND

The "Make In Odisha" conclave is an event organized by Government of Odisha from 30 November to 4th December 2022 at Janata Maidan, Bhubaneswar, in which the State Institute of Health & Family Welfare, Odisha on behalf of Health & Family Welfare Department, Govt of Odisha is organizing **one stall (size: 8 meter X 3meter)** to highlight the scope and opportunity for different agencies / corporate bodies to become a partner with the Govt of Odisha in providing "Universal Health Care" to the people.

Tasks & Specifications

DETAILED SPECIFICATIONS:

1. Erection & Preparation of Exhibition Stall as per the theme decided:

Please see for detail technical & quantitative requirement in the price-bid **Format - F**

2. Arrangement of LED display and ancillary Audio Visual show

3. Reception Table & Stationeries

4. Display of Roll-up Standees

5. Display of Digital Roll-up Standees

6. Printing of Brochures / Booklet

7. Flower Decoration: Adequate flowers are to be decorated on the inside wall and front of the stall.

8. Stationary/Materials and any other arrangements required for the event:

1. Stationeries and consumables like gum, scissor, paper etc. as and when required

2. Any other arrangement as when required and instructed by the Director, SIH&FW(O)

9. Dismantling of the Stall: The agency will have the responsibility for dismantling and handing over all the materials (except those on hiring basis) under in the exhibition stall to this Directorate after closing of the event at this own cost.

2. REPORTING:

All matters relating to organizing of exhibition are to be reported to the Director, SIH&FW Odisha for final decision before its execution.

Section -II

TERMS & CONDITION

1. The Agency/firm should have experience in organizing major state or national government event.
2. The Agency/ firm must have a valid GST Registration certificate and valid PAN number.
3. The tender has been invited under two bid systems (i.e. Technical Bid and Financial Bid). The interested agencies are advised to submit two separate sealed envelopes super-scribing "Technical Bid for Make In Odisha conclave-2022" and "Financial Bid for Make In Odisha conclave-2022". Both sealed envelopes should be kept in a third sealed envelope super scribing "Tender for Make In Odisha conclave-2022".
4. The Agency/firm shall submit a prototype of health exhibition stall at the time of submission of the tender document separately; otherwise the tender document will not be accepted and summarily be rejected. The prototype design of each event should be kept in separate sealed envelope with super-scribing "**Prototype design of stall for Make In Odisha" conclave-2022**".

5. Eligibility Criteria

The Agency

- i) Should have experience in organizing at least **three event management projects** (States or National Government events) in last five years.
- ii) Should have **annual average turnover** of minimum **Rs.5 Crores** in the last three financial years [Turnover statement as per the **required format** certified by the chartered accountant supported with the annual **audited financial statement** (P&L account) certified by the chartered accountant has to be furnished for the financial years: 2018-19, 2019-20 and 2020-21; no provisional financial statement shall be considered.
- iii) Should have a registered / branch office in **Bhubaneswar***
- iv) Should have a GSTN & PAN
- v) Should have submitted of Rs.1,000/- towards document cost (non-refundable) in shape of Demand Draft/pay order from any Nationalised / Scheduled bank in favour of "**Director, State Institute of Health & Family Welfare, Odisha**" **Bank payable at Bhubaneswar.**

6. CRITERIA FOR EVALUATION:

Evaluation of tender will be done through **quality & least cost based evaluation.**

6.1 Evaluation of Technical Proposals

1st Stage

In the first stage, the Technical Proposal will be evaluated on the basis of eligibility criteria of the bid. The bidders who qualify in the 1st stage shall be eligible for 2nd phase technical evaluation, i.e. award of Marks

2nd Stage

Sl. No.	Evaluation Parameter	Total Marks	Criteria for award of Mark
A	Turnover (last 3 financial years): Average annual turnover of the last three financial years along with audited balance sheet & P/L statement of last three years)	20	> 5 cr ≤ 7.5 cr : 10 marks > 7.5 cr ≤ 10 cr : 15 marks > 10 cr : 20 marks
B	Experience: No. of event management projects executed during the last five years (Work order / Contract copies of the project executed must be furnished on the basis of which marking shall be awarded)	30	> 3 nos. ≤ 6 nos. : 10 marks > 6 nos. ≤ 10 nos. : 20 marks > 10 nos. : 30 marks
	Total Score	50	

- Proposals of the agencies that score **at least 30 marks or more** shall be eligible for consideration of their financial proposal to be opened. The decision of the Tender Committee and IEC Committee (SIHFW) on the matter will be final.

6.2 Evaluation of Financial Proposal

- 6.2.1 The financial evaluation will be taken up by the Tender Committee. For financial evaluation, the total cost indicated in the Financial Proposal, will be considered.
- 6.2.2 The Authority will determine whether the Financial Proposals are complete, qualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the agency/bidder the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the tender. **The lowest Financial Proposal will be awarded the work contract as per ToR.**
- 6.2.3 The second lowest Agency / Bidder shall be kept in reserve and may be invited in its discretion for negotiations in case the lowest financial Agency / Bidder withdraws, or fails to comply with the requirements specified in ToR.
7. All information, documents and data coming in the possession of the Agency/Firm as a result of execution of the job shall at all time remain the property of the Director, SIHFW (O) and Government of Odisha. The Agency/firm shall not make or allow any of his employee or agents etc. to make an unauthorized copy, use, access or other utilization of this material commercially or otherwise, directly or indirectly except as agreed to by the authority of this Office. The Agency/Firm shall also ensure complete confidentiality of the information and data provided to it in the course of carrying out the job.
8. The conditional bids shall not be considered and will be outrightly rejected in very first instance.
9. The firm will undertake the assignment as per the specifications mentioned above. The contract for execution of the work orders is likely to commence from the date of execution of agreement on non-judicial stamp paper between the approved firm/agency and the authority and will remain valid for a period of three months. The contract shall be governed by the laws of Government of India and the language of the Contract shall be English.
10. The Agency/Firm shall obey the instruction of the Director, State Institute of Health and Family Welfare, Odisha till the successful completion of the assigned job and the approach of the Agency/Firm with any officials of this organization in connection with official business should be cordial, polite and in a disciplined way. All entries in tender form should be legible and filled clearly. The rates quoted for each work should be inclusive of all incidental costs since the issue of order till handing over the dismantled materials to this Directorate. The financial bids are to be submitted in **Format -F.**
11. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cutting, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
12. Rates quoted by the agency/firm shall remain unchanged during the contract period and no request for revision of quoted price will be entertained by the authority.
13. The subject matter/theme for the said assignment will be collected by the Agency/Firm from the office of the Director, SIHFW (O) before execution of the work order.
14. The Agency/Firm may submit the tender documents complete in all aspects along with **Bid Security Declaration Form (Format T-3)**. The bidders are required to enclose the following documents/model with the Technical Bid, failing which their bids shall be summarily/ outrightly rejected and will not be considered any further.
15. The selected Agency/Firm shall have to furnish a **Performance Security** amounting to **3% of the contract price** in the shape of DD / Bank Guarantee in favour of **"Director, State Institute of Health & Family Welfare, Odisha" Bank** payable at **Bhubaneswar**.

Documents to be furnished in the Technical Bid Envelop:

- a. Tender document cost of 1,000/- in the shape of Demand Draft
- b. Self-attested copy of Goods & Service Tax Registration Certificate
- c. Self-attested copy of valid PAN card
- d. Copy of last year Income Tax Return
- e. Brief Profile of the Bidder: **Format -T1**
- f. Annual Turnover Statement : **Format -T2**
- g. Copies of Audited balance sheet & P/L Statement of each financial year in support of the turnover figure furnished in Format -T2)

- h. Bid Security Declaration Format : **Format –T3**
- i. Details of Event Management Projects Executed during the last five years : **Format –T4**
- j. Photocopies of the Work Order / agreement etc. from the organizations in support of the information provided in Format-T4
- k. Declaration in **Format - T5**

16. **Financial Bid Envelop:**

Financial Bid Format Duly filled and signed: **Format - F.**

- 17. Third Envelop: Sealed cover should contain the sealed 'Technical Bid' & 'Financial Bid' super scribing "**Tender for Make In Odisha conclave-2022**".
- 18. The Directorate will not pay any advance payment to the approved agency/ firm. The agency/firm will have to carry out the entire job on its own and the amount will be paid only after satisfactory completion of the job and submission of bill in this regard in a minimum reasonable time period and necessary TDS will be deducted from the payment as per IT Act and Rules thereof.
- 19. The agency/ firm must have sound knowledge of latest intellectual and properly right. The authority who assigns the work is no way responsible for any deviation made by the supplier in this regard. The selected agency/firm shall submit a self-declaration that the said agency/firm is not blacklisted by any Central/State Government organizations as on the date of application.
- 20. The agency/firm shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities to any other agency or organization by whatever name be called without prior consent of the authority. In case of violation of this condition, the contract will be terminated forthwith without any notice and EMD deposited shall be forfeited.
- 21. The authority reserves the right to add/amend/delete of the theme of the Exhibition and Tableau in the larger interest of public during the execution of the work order and the decision of the authority in the matter shall be final and binding on the approved agency/firm for execution of the work orders.
- 22. Notwithstanding of the above, the Director, SIHFW (O) has got the right to cancel the order at any time if felt necessary without assigning any reason thereof.
- 23. Any information furnished in the technical bid, if found to be false or found to be canvassing in any form, at any point of time is liable for rejection subject to forfeiture of Performance Security.
- 24. The Directorate of SIHFW (O) and the agency/firm will make every effort to resolve amicably by direct negotiation, any disagreement or dispute arising between them under or in connection with the work assigned.

**BRIEF PROFILE OF THE BIDDER
(to be furnished in technical bid envelop)**

1.	Name of the Agency/Firm	
2.	Year of Establishment	
3.	Address of Registered Office	
4.	Telephone No. / Mobile No./ Fax No./ E-mail Address/ Website	
5.	Valid GST Registration No. (Self-attested photo copy of the certificate to be attached):	
6.	PAN Number (Self-attested photo copy of the PAN card to be attached):	
7.	Name of the Bank to which any payment shall be credited.	Name of the Bank : Branch : Account No : IFSC Code : MICR Code : (Attach a photocopy of a cancelled cheque from the cheque book issued by the bank in the name of the Agency)
8.	Tender Document Cost in shape of DD	Name of the Bank : Amount : DD No. _____ / Date: ____/____/2022

Date:**Seal & Signature of the Bidder****Place:**

ANNUAL TURN OVER STATEMENT

(to be furnished in technical bid envelop)

(To be furnished in the **letter head** of the Auditor/ Chartered Accountant)

The Annual Turnover for the last three financial years of M/s _____ are given below and certified that the statement is true and correct.

Sl.No.	Year	Turnover in (Rs.)
1.	2018 - 2019	-
2.	2019 - 2020	-
3.	2020- 2021	-

Average Annual Turnover (for the above three years) in (Rs.) _____

Date: _____ Signature of Auditor/ Chartered Accountant

Place: _____

(Name in Capital)

Seal

Membership No.

Note:

To be issued in the **letter head** of the Auditor/Chartered Accountant mentioning the **Membership no.**

* Note: **Provisional statement of account** shall not be considered.

(Please enclose **audited balance sheet & P/L Statement** of each financial year in support of the turnover figure furnished above).

BID SECURITY DECLARATION FORM

(To be submitted in Technical Bid Envelop)

(Affidavit before Executive Magistrate / Notary Public on Rs.20/- non- judicial stamp paper)

Advt. Ref. No. _____

Date: _____

To

**The Director,
State Institute of Health & Family Welfare, Odisha
Bhubaneswar**

Madam / Sir

I/We, the undersigned hereby declare that:

I/We accept that I/We may be suspended to submit bids for contract(s) with your organization for a period of three years from the date of bid opening if I am /We are in a breach of any obligation under the bid conditions, because I/We have withdrawn/modified my/our bid during the period of bid validity specified in the form of bid; or having been notified of the acceptance of our bid by the purchaser during the period of bid validity, fail or refuse to execute the contract, or fail or refuse to submit the Performance Security of the amount specified in the bid.

Signature of the bidder

Seal

Date:

Name & Address of the Bidder

Event Management Projects Executed during the last five years
 (To be furnished on the letter head of the Agency in the Technical Bid Envelop)

Name of the Clients for which Event Management Projects Executed

- | | | |
|--|---|-------------------------------|
| A) PSUs | : | 1.
2.
3.
4.
..... |
| B) Govt. Organizations
(Other than Odisha if any) | : | 1.
2.
3.
4.
..... |
| C) Govt. of Odisha Organizations | : | 1.
2.
3.
4.
..... |
| D) Other organizations | | 1.
2.
3.
4. |

(Attach **additional sheets** if the space provided is insufficient)

(Photocopies of the **Work Order / agreement** etc. from the organizations **in support of** the above-mentioned organizations are to be submitted **serially** in the order as mentioned above for **ease of scrutiny**).

(Signature and seal of the authorized signatory)

Place

Date

(Seal)

DECLARATION

(To be submitted in Technical Bid Envelop)

I/ We Sri _____, represented by its Proprietor / Managing Partner / Managing Director of M/s _____ having its Registered Office at _____ do hereby declare that I/We have carefully read all the condition of Tender Notice for award of contract for establishing Health Exhibition Stall in "Make In Odisha Conclave" (30th November to 4th December 2022) at Janata Maidan, Bhubaneswar, Odisha to Director, State Institute of Health & Family Welfare, Odisha on rate contract basis from the date of issue of the work order and will **abide by with all the terms and conditions of the Tender including the Terms & Conditions of the Agreement mentioned in Annexure-1 & Annexure-2.**

I /We declare that I/We have posses the valid Registration Certificate (Agency)/ Goods & Service Tax Registration Certificate/valid PAN number.

I /We do hereby declare that my/our agency have not been derecognized / blacklisted by any State Government / Government of India/Union Territory / Government organisation.

I/We agree that the Tender Inviting Authority can forfeit the Performance Security and blacklist the Agency for a period of 2(Two) years, if any information furnished by us proved to be false at any time and not abiding by the tender terms and conditions.

Date:

Seal & Sign of Bidder

Format - F

*(To be submitted in **Financial Bid Envelop**)*

Specification & Price Schedule for organizing Health Exhibition Stall in “Make In Odisha” conclave-2022

Sl. No	Item	Specification	Approximate Quantity	Total Quoted price (for the required quantities mentioned in column a) <u>exclusive of GST</u> in Rs.	GST (% and figure)	Total Quoted price <u>inclusive of GST</u> in Rs.
			a	b	c	d = b + c
1	Printing of Exhibits	Good quality Fabric Print (multiple print) Back drop with stand	Backdrop Size: 10 ft X 9ft : 2 nos			
			Backdrop Size: 8 ft X 9ft : 2 nos			
2	Printing of Brochures / Booklet	Brochures 1: Open Size- 28 cm X 88 cm Close Size- 28 cm X 14.5 cm Folding: 5 fold with creasing Front Page: Spot Lamination Binding: 5 fold with both side (full) Mat Lamination (Both side) / Paper- 300 GSM Art Paper Process- Multi colour offset printing	200 nos.			
		Brochures 2: Open Size- 28 cm X 44 cm Close Size- 28 cm X 14.5 cm Folding: 2 fold with creasing Front Page: Spot Lamination Binding: 5 fold with both side (full) Mat Lamination (Both side) / Paper- 300 GSM Art Paper Process- Multi Colour Offset printing	200 nos.			
		Brochures 3: Open Size- 42 cm X 28 cm Close Size- 21 cm X 28 cm Folding: 1 fold with creasing Front Page: Spot Lamination Binding: 5 fold with both side (full) Mat Lamination (Both side) / Paper- 300 GSM Art Paper Process- Multi Colour Offset printing	200 nos.			
		Brochures 4: Open Size- 42 cm X 28 cm Close Size- 21 cm X 28 cm Folding: 1 fold with creasing Front Page: Spot Lamination Binding: 5 fold with both side (full) Mat Lamination (Both side) / Paper- 300 GSM Art Paper Process- Multi Colour Offset printing	200 nos.			
		Docket Folder: Open Size- 48 cm X 30.5 cm Close Size- 30.5 cm X 24 cm Both Side Inner Pocket to hold above folders. Inner Pocket should be 14cm Hight (as per sample)	200 nos.			

		Docket should be Mat Lamination. Paper- 450 GSM duplex board Process- Multi Colour Offset printing				
3	Roll-up Standee (Led Digital Signage)	Digital Signage Standee: 43 Inch Floor Standing Vertical TV Touch Screen Kiosk, Indoor Advertising Player Display Screen HD LCD or equivalent on rental basis.	4 nos.			
4	Roll-up Standee	VIP Luxurious Aluminum Roll-up Standee (size: 6ft X 3ft), Good quality Fabric Print	20 nos.			
5	LCD TV	55 inch or equivalent size (HDMI supported pen drive / USB) on rental basis	1 no.			
6	*Lights, Sound and Electrical arrangement	Adequate light, sound & electrical arrangements for A/V show in the stall are to be ensured on rental basis	Lumpsum			
7	*Provision of Furniture, Bouquet, Stationeries etc for Reception of Guests & Dignitaries	Good Finish Center Table with Black Glass, Office Desktop Document & File Organizer, File Rack, Desk Organizer/Magazine Holder for Office 5 Slot & sitting arrangement of guests on rental basis	Lumpsum			
8	*In house decoration & model display	Decoration of the stall & Model show shall be standard of National / International event (showcasing the rising & happy Odisha)	Lumpsum			
9.	Miscellaneous (Human Resource to be provided)	Care Taker-cum- Receptionist	1			
		Compere	1			
		Facilitator	1			
10	Other Miscellaneous	Refreshment for 200 delegates (detailed menu to be furnished; limited to @ 200/- per person)				
Grand Total (Rs.)						

***Note:** The selected agency shall have to do the event management activities in one stall of size: 8 meter x 3 meter at Janata Maidan, Bhubaneswar. The cost mentioned above should include all incidental cost including dismantling and handing over all the materials (except those on hiring basis) under in the exhibition stall to this Directorate after closing of the event.

Date:

Seal & Sign of Bidder

FORM OF AGREEMENT

(To be executed by the Selected Bidder)

This Agreement is made on this _____ day of _____ between the Governor of Odisha represented by the Director, State Institute of Health and Family Welfare, Odisha here-in-after referred to as the "Authority".

And

M/s _____ represented by Sri / Smt _____ here-in-after called the "approved agency/firm".

Whereas, the "Authority" desires that the services of "agency" for establishing Health Exhibition Stall in "Make In Odisha Conclave" (30th November to 4th December 2022) at Janata Maidan, Bhubaneswar, Odisha.

And whereas the "Approved agency/firm" has offered its willingness to execute the same in conformity with the provisions of the agreement.

And whereas the "Authority" has finalized the rate as per the terms and conditions of the agreement to the "approved agency/firm".

Now this agreement in presence of witness as below:-

1. That the Annexure-A 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 "approved agency/firm" the "approved agency/firm" hereby agrees with the "Authority" to execute the work order given by the Director, State Institute of Health and Family Welfare, Odisha, Bhubaneswar in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "approved agency/firm" the contract price in time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid for Three Month from the date of execution.

IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above.

Signature of the officer
Authorised to sign on behalf
of approved agency/firm

Signature of the Authority
an officer acting in the premises for and
on behalf of the Governor of Odisha

In the presence of witness:

Witness

Witness

1. Name _____
Address _____
2. Name _____
Address _____

1. Name _____
Address _____
2. Name _____
Address _____

TERMS AND CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from the date ____//____//2022 and shall continue till date _____ unless it is curtailed or terminated by the authority owing to deficiency or service, sub-standard quality or work, breach of contract etc or change in requirements. The Agreement shall automatically expire on ____//____//2022.
2. 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 approved agency/firm and the Director, SIHFW (O).
3. The approved agency/firm shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreements to any other agency or organisation by whatever name be called without the prior written consent of the Director, SIHFW (O).
4. The Director, SIHFW (O) at present, has requirement of different types of works as per Annexure-I to be executed by the approved agency/firm. The requirement of the authority may further increase or decrease marginally, during the period of contract.
5. The approved agency/firm 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 breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
6. The Director, SIHFW (O) reserves the right to terminate the Agreement during initial period also after giving 7 days' notice to the approved agency/firm.
7. The approved agency/firm shall nominate a coordinator who shall be responsible for immediate interaction with the Director, SIHFW (O) so that the work order would be executed without any disruption.
8. The entire financial liability in respect of execution of the work orders shall be that of the approved agency/firm and the Director, SIHFW (O) will in no way be liable.
9. The Director, SIHFW (O) shall not be responsible for any financial loss or any injury to any person deployed by the approved agency/firm in the course of their performing the functions/duties or for payment towards any compensation.
10. The persons deployed for erection and maintenance of the Exhibition Stall by the approved agency/firm should have good police records and no criminal case should be pending against them.
11. The persons deployed by the approved agency/firm for execution of work orders should be professional polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or office concerned. The approved agency/firm shall be responsible for any act of indiscipline on the part of the persons deployed.
12. The approved agency/firm shall be responsible for compliance of all statutory provisions relating to execution of the work orders as laid down by Government. The Director, SIHFW (O) shall have no liability in this regard.
13. The approved agency/firm shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the DSIHFW (O) to the concerned tax collection authorities.
14. 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 certified to this effect shall be provided by the Department or office concerned.

15. In case, the approved agency/firm fails to comply with any liability under appropriate law and as a result thereof, the Director, SIHFW (O) is put to any loss/ obligation, monetary or otherwise, the Director, SIHFW (O) will be entitled to get itself reimbursed out of the outstanding bills or the P.S / P.G. of the agency/firm to the extent of the loss or obligation in monetary terms.
16. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract and non-payment of statutory dues. If any loss or damage is caused to the DSIHFW (O) by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security..
17. In case of breach of any terms and conditions attached to this agreement, the Performance Security of the approved agency/firm shall be liable to be forfeited besides annulment of the Agreement.
18. The agency/firm shall raise the bill, in triplicate and submits the same to the authority after successful completion of the work order. As far as possible the payment will tentatively be released within two weeks.
19. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
20. All disputes shall be under the jurisdiction of the court at the Bhubaneswar.

Date:

Seal & Sign of Bidder