



GOVERNMENT OF ODISHA
COMMERCE & TRANSPORT (TRANSPORT) DEPARTMENT

TENDER NOTICE

Tender No. 62412 Dated 02/06/23

Sealed Tenders are invited under two-bid system from reputed and experienced Manpower Service Provider (within the jurisdiction of Bhubaneswar city) having valid GSTN for providing the **services of 02 (Two) skilled persons** for a period of one year from the date of Agreement to drive the vehicles of Commerce & Transport (Transport) Department with maximum monthly remuneration of Rs.11,100/- for each excluding EPF, ESI and other taxes and charges as fixed vide Finance Department Circular No. 30722/F dated 06/11/2021.


The details of the Tender process are as follows:

Sl. No.	Tender Schedule	Deadline
1.	Date of Issue of Tender	: 03/06/2023
2.	Last Date and Time for submission of Tender	: 19/06/2023 (2.00 P.M.)
3.	Opening of Technical Bid	: 19/06/2023 (3.00 P.M.)
4.	Opening of Financial Bid of eligible Bidder in Technical Bid	: 19/06/2023 (5.00 P.M.)

The Commerce and Transport (Transport) Department reserves the right, without any obligation or liability, to accept or reject any or all the proposals at any stage or the process, to cancel or modify the process or any part thereof or to vary any of the term and condition at any time, without assigning any reason whatsoever.

Complete Address for submission of Tender

The Deputy Secretary to Government
Commerce & Transport (Transport) Department,
5th Floor, Kharavela Bhawan, Bhubaneswar – 751001.


Joint Secretary to Government

Memo No. 6243 IT. Dated 02/06/23

Copy along with enclosure (both hard & soft copy) forwarded to the Head, State Portal Group, IT Centre, Lokseva Bhawan, Bhubaneswar for hoisting the Tender notice in the website of the Government of Odisha (e-mail- tenderorissa@gmail.com) for wide Publicity.

 3/6/2023
Joint Secretary to Government


Memo No. 6244 IT. Dated 02/06/23

Copy forwarded to Notice Board of the Commerce & Transport (Transport) Department for wide publicity.

 3/6/2023
Joint Secretary to Government

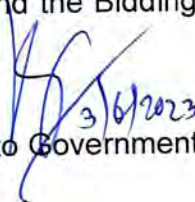
Memo No. 6245 IT. Dated 02/06/23

Copy forwarded to the DDO - cum - Deputy Secretary to Govt. for information and necessary action.

 3/6/2023
Joint Secretary to Government

Memo No. 6246 IT. Dated 02/06/23

Copy forwarded to the Receptionist, Kharavela Bhawan, BBSR for information and necessary action. They are requested to allow the Bidders / Authorized Representatives on Dt. 19/06/2023 in order to enable them to attend the Bidding process.

 3/6/2023
Joint Secretary to Government

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SECTION-I

Instruction to Bidders

A. General Information:

Commerce & Transport (Transport) Department, Kharavela Bhawan, Bhubaneswar requires the service of reputed, well established, financially sound and registered Service Providers having valid GSTN to provide the services of 02(Two) skilled persons to drive the vehicle for a period of One year from the date of agreement on outsourcing basis of Commerce & Transport (Transport) Department.

1. The period of contract is for 1 (One) year from the date of effectiveness of the contract. The contract may be extended not exceeding the original duration of the contract on mutual consent at the discretion of the authority.

Eligibility Criteria:

Sl No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
1.	The bidder should be registered under appropriate authority, such as <ul style="list-style-type: none">• Registered under the Companies Act, 2013.• Registered under the Indian Partnership Act, 1932.• Registered under the Indian Trusts Act, 1882• Registered under the Societies Registration Act, 1860.• Registered under the Limited Liability Partnership Act, 2008.	Certificate of Incorporation / Registration
2.	The bidder must have at least three years' experience in business (up to the last date of submission of bid) for providing similar type of services to Central / State Government / Autonomous bodies / Agencies / Societies / Corporate bodies.	Copies of the work order from the previous authorities
3.	The Registered Office / Branch Office of the Service Provider must be located within the Jurisdictional area of Odisha.	Valid address proof of the office (Copy of the Telephone /Electricity Bill)
4.	Must have average annual financial turnover of Rs.5 lakh during the last three(03) financial years as on Dt. 01.05.2023	Copies of audited Income/Expenditure Statement and Balance sheet for the concerned period

5.	Must have its own bank account in any scheduled bank situated in Odisha	Copies of the bank passbook and transaction statement for the last 6 months.
6.	The agency should not have been blacklisted by any Central / State Government or any other public sector undertaking or a corporation as on the date of this RFP.	An undertaking to this effect to be furnished by the bidder as per the prescribed format [Form - T2]
7.	Must not have any pending judicial proceedings for any criminal offence against the proprietor /Director/Persons to be deployed by the Service Provider	An undertaking to this effect to be furnished by the bidder as per the prescribed format. [Form - T3]
8.	Other Statutory Documents:	Copies of <ul style="list-style-type: none"> • PAN, • GSTIN, • EPF&ESI Registration Certificate. • Up to date Tax clearance (IT/GST/TDS) for the last 3 assessment years, • License for supply of manpower.

B. Submission of Bid:

The proposal complete in all respects as specified must be accompanied with a Non-refundable amount of Rs.200/- (Rupees Two Hundred) Only towards Bid Processing Fee and an Earnest Money Deposit (EMD) of Rs.2000.00 (Rupees Two Thousand) Only in form of Demand Draft drawn in favour of D.D.O, Commerce & Transport (Transport) Department, Kharavela Bhawan, Bhubaneswar – 751001, failing which the bid will be outrightly rejected. The EMD of the unsuccessful Bidder shall be refunded without any interest accrued thereon after acceptance of the contract by the successful bidder.

The bid should be sent through Speed Post/Registered Post/Courier so as to reach the authority by Dt. 19/06/2023 (2.00 P.M.). The authority will not be responsible for any postal delay.

Bidders are required to submit the Technical and Financial Bids separately. The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super-scribed "Bid for providing service of 2(Two) skilled persons to drive the vehicles Commerce & Transport (Transport) Department".

Selected bidder will have to deposit a Performance Security of Rs. 13000/- (Rupees Thirteen Thousand) Only in the form of Demand Draft / Fixed Deposit receipt from any Scheduled Bank / Bank Guarantee from a Scheduled Bank situated within Odisha (in an acceptable Format at Section – VIII) in favour of the DDO, Commerce & Transport (Transport) Department, Kharavela Bhawan,

Bhubaneswar -751001 for a period of three months beyond the contract period. (i.e. Performance Bank Guarantee must be valid from the date of effectiveness of the contract to a period of three months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the Performance Bank Guarantee. The Performance Bank Guarantee shall be released after three months of expiry of the contract provided that there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the Performance Bank Guarantee. In case, the contract is further extended beyond the initial contract period, the Bank Guarantee will have to be accordingly renewed by the deployed service provider as per the existing terms and conditions of the tender.

C. List of Documents for submission:

Bidders are required to furnish the following documents.:

Technical bid (original)

1. Covering Letter in Bidders Letter Head
2. Duly Filled in (Form T1)
3. Demand Draft in support of Bid Processing fee
4. Demand Draft in support of EMD.
5. Copy of Incorporation / Registration Certificate of the Bidder
6. Copy of PAN
7. Copy of GSTIN
8. Copies of Tax Clearance (IT,TDS,GST) Certificate for the last three Assessment years
9. Copy of Valid EPF & ESI Registration Certificate
10. Copy of valid PSARA Licence (in case of Security Services)/Labour licence
11. Copy of License for supply of manpower
12. Power of Attorney in favour of the person signing the bid on behalf of the bidder.
13. Details of the similar type service provided by the bidder in last 3 years
14. Undertaking regarding non-blacklisting in the form T2(On stamp paper)
15. Undertaking regarding not having any pending judicial proceedings in the Form T3(On bidder's letter head)
16. Valid address proof of the Registered /Branch office of the service provider (copy of the telephone/electricity bill)
17. Copies of the Audited Income/Expenditure statements along with Balance Sheet for the last 3 Financial Years.
18. Copies of the Bank pass book and transaction statement for the last 06 months.

Financial Bid (original)

1. Covering Letter in Bidders Letter Head
2. Duly Filled in (**FORM- F1**)

Any deviation from the prescribed procedures / required information / formats / conditions shall result in out-right rejection of the bid. Any conditional bid shall be out-rightly rejected.

All entries along with the pages in the bid document should be legible, filled-in and signed by the authorized person / representative.

The Technical Bid will be opened on **Dt. 19.06.2023 at 3.00 P.M before the Tender Committee** in presence/absence of the Authorized representatives of the bidder.

The Financial bid of the technically qualified bidders only shall be opened on **19.06.2023 at 5.00 P.M before the Tender Committee** in presence/absence of the Authorized representatives of the bidder.

The Performance Security shall be forfeited if the successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the bid.

The bid shall be valid for a period of 30 days from the date of opening of the bids and no request for any variation in quoted rates and/withdrawal of bids on any ground by the bidder shall be entertained. Validity of the bids can be extended on mutual consent.

To assist in the analysis, evaluation and computation of bids, the authority may ask the bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

The bidder having the lowest evaluated financial bid (L-1) would be considered for award of the contract subject to fulfilment of the terms and conditions of the bid documents. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at L-1 price. However, the decision of the Authority shall be final in the matter.

The quoted rates shall not be less than the minimum wages fixed/notified by the Government of Odisha from time to time and shall include all statutory obligations.

The service provider shall be liable for all kinds of dues payable in respect of manpower deployed / provided under the contract and the authority shall not be liable for any dues for availing the services of the personnel.

The Authority reserves the right to reject any or all bids and terminate the tender process without assigning any reason thereof.

SECTION-II

SCOPE OF THE WORK

DRIVER

1. Commerce & Transport (Transport) Department, Kharavela Bhawan, invites Sealed tender from the eligible bidders to provide service of 2 (Two) skilled persons to drive the vehicles Commerce & Transport (Transport) Department.
2. The manpower service provider should be managed by trained support staff to execute and perform the job and work assignment of such nature efficiently. The manpower to be deployed for this purpose should be registered under the service provider and must have the required qualifications, experience & relevant knowledge to perform the assigned duty.
3. It shall be the responsibility of the Service Provider to verify the qualification and experience of the outsourced manpower. Candidates will be liable for performing the defined responsibilities assigned by the authority from time to time. The authority reserves the rights to verify and check the credentials and qualification of the outsourced manpower. If during the course of engagement of any outsourced personnel, it comes to notice of authority that he/she has misrepresented the fact about his / her qualification/ experience, the Service Provider will have to terminate the service of such staff immediately.
4. The manpower service provider should have an empaneled list of trained/experienced staff so that un-interrupted and continued services can be provided during the period of contract. The service provider should be able to provide additional man power support whenever required by the authority under the same terms and condition.
5. 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 Manpower Service Provider and the Commerce & Transport (Transport) Department.
6. The manpower deployed by the Service Provider shall be required to report for work as per Rule-16 of "Rules Regulating Control and use of Govt. vehicles" and may also be required to work beyond office hour for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on these occasions, proportionate deduction from the remuneration for one day will be made.
7. The manpower deployed for the purpose must have good moral character and cordial attitude and should not reveal the official information to outsiders and must maintain confidentiality.
8. The service provider shall nominate a coordinator who shall be responsible for periodic interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption.
9. The attendance rolls for the personnel deployed by the Service Provider at the premises of Authority shall be provided by the Manpower Service Provider and it shall be monitored by the Service Provider on regular basis. These attendance rolls shall be signed by the authorized representative of Manpower Service Provider who shall get it verified from the designated officer.

10. The entire financial liability in respect of manpower services deployed in the Authority's location shall be that of the Manpower Service Provider and the Authority will in no way be liable for the same. It will be the responsibility of the manpower Service Provider to pay to the person deployed a sum not less than the proposed monthly remuneration as mentioned in the financial bid.
11. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider.
12. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
13. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to the persons deployed at the Authority's location. The service provider should **ensure** regular payment of monthly remuneration to the personnel engaged by the service provider by 10th of the succeeding month after deduction of applicable statutory dues. The Service Provider should credit the monthly remuneration of its employees in their respective Bank Account.
14. The engagement of outsourced person shall be purely on contract basis. The Service Provider shall at all times make it absolutely clear to the outsourced personnel hired through them. Any outsourced personnel deputed can be removed any time by giving notice to the Service Provider and the Service Provider will have to provide suitable replacement acceptable to Authority within 3 working days.

Prescribed Qualification & Experience of the Manpower

SI No.	Manpower	Age Limit	Qualification	Work Experience	Remuneration (Minimum Take Home Remuneration)	Job Description
1.	Driver	21 to 60 years	<ol style="list-style-type: none"> 1. +2 in any discipline from a recognised Institution/Board 2. Training on driving of four wheeler and Having valid Four wheeler Driving License. 	He should have at least 3 years post training experience in Driving four wheelers	As per the Notification of Govt. from time to time	To drive Government vehicle with due sincerity and responsibility without causing any harm to the public property.

SECTION —III

GENERAL TERMS AND CONDITIONS

1. The Agreement shall commence from 1st week of July and shall continue for one year unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire after completion of one year unless extended further by the mutual consent.
3. For all intents and purposes, the Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of persons deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Authority under this agreement. The Service Provider shall make them known about their position in writing before deployment under the required service.
4. The Service Provider must employ adult labour only. Persons to be deployed by the Service Provider should be above 21 years of age and not exceeding 60 years and physically sound.
5. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
6. The persons deployed shall be required to report for work at 9.00 AM to the Under Secretary or Deputy Secretary or such other Officer as may have been kept in charge of the Office Establishment of the Office concerned and would leave at 5.00 P.M. and may also be required to work beyond 5.00 PM for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late/leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
7. The Service Provider will be overall responsible for the manpower deployed for performing the service. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in course of their performing functions/ duties, or for payment towards any compensation.
8. The Service Provider shall be solely responsible for compliance to the provisions of various Labour and Industrial laws, such as, wages, allowances, compensation, EPF, ESI, Bonus and Gratuity etc. relating to manpower to be deployed by it at the Authority’s location.
9. The Service Provider shall maintain complete official records of disbursement of wages / salary showing details of all supporting documents such as ESI, EPF etc. in respect of manpower deployed for the purpose.
10. The Service Provider shall maintain personal file in respect of all the staff who are deployed in office of the authority. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address(temporary/permanent), Bank Account, EPF/ESIC details etc.
11. The manpower to be deployed by the Service Provider should not have any adverse Police records /criminal cases against them.

12. The Service Provider will also ensure that the manpower deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such manpower who are not found suitable by this office for any reasons immediately on receipt of such a request.
13. The Service Provider shall ensure that the manpower deployed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority.
14. The Service Provider shall provide uniform to its personnel deployed at site at its own cost.
15. The Authority shall not be liable for any compensation in case of any fatal injury / death caused to any man power while performing / discharging their duties / for inspection or otherwise.
16. In case of any theft or pilferages, loss or other offences, the Service Provider will investigate and submit the report to the Authority and maintain liaison with the Police. FIR will be lodged by the Authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.
17. In case of any loss caused to the Authority due to lapse on the part of the personnel discharging duties, the same shall be borne by the Service Provider. Authority shall have the right to deduct appropriate amount from the bill of Service Provider. In case of frequent lapses on the part of the personnel deployed by the Service Provider, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
18. In the event of any personnel being on leave / absent, the Service Provider shall ensure suitable alternative arrangements to make up for such absence. If a person leaves the job for any reason, the Service Provider is liable to provide the suitable replacement within 3 working days.
19. In case of delay in providing required replacement beyond 3 working days the amount of penalty calculated @Rs.100/- per day shall be deducted from the monthly bills in the succeeding month.
20. There would be no increase in rates payable to the Service Provider during the Contract period. The service provider will be responsible for deposit of EPF, ESI, GST and other statutory dues as applicable from time to time and submit the proof of deposit to authority for records.
21. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation. Sub-contracting is not allowed under this agreement.
22. The Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the officer concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. The payment will be released by the second week of the succeeding month.

23. The Service Provider will have to deposit the remuneration of the deployed manpower for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.
24. In case of dispute resolution relating to rights / liabilities arising out of the agreement, the same shall be disposed of at the level of Administrative Departments.
25. In the event of failure of Service Provider to provide Services as per the terms and conditions of the agreement, the Performance Security shall be forfeited. Any violation of instructions / agreement or suppression of facts will attract termination of contract immediately.
26. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
27. 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.
28. All disputes shall be under the jurisdiction of the Court at the place where the headquarters of the authority, who has executed the agreement, is located.
29. The agreement can be terminated by either party by giving one month's notice in general. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages, etc. and any amount due to the Service Provider will be recovered by forfeiture of Performance Security.
30. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of manpower deployed and non-payment of statutory dues. The Authority will have no liability towards non-payment of remuneration to the persons deployed by the Service Provider and the outstanding statutory dues of the Service Provider to concerned authorities.
31. The Manpower Service Provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Misrepresentation of documents / information leads to termination of agreement.
32. The remuneration will be as per the Finance Department Circular No. 30722/F dated 06/11/2021 excluding E.P.F., E.S.I and other taxes and charges. The remuneration and statutory dues may change as per the Circular issued by the Finance Department , Govt. of Odisha.
33. The person deployed shall not claim any benefit or compensation or absorption or regularisation of deployment with office under the provision of Rules and Acts.

SECTION-IV

TECHNICAL BID APPLICATION
Covering Letter
(IN BIDDER LETTERHEAD) [Location, Date]

To
The Deputy Secretary to Government
Commerce & Transport (Transport) Department,
Kharavela Bhawan,
Bhubaneswar.

Sub: Submission of technical bid for providing manpower services on outsourcing basis.

Dear Sir,

I, the undersigned, offer to participate in the tender process to provide services of 2(Two) Drivers in accordance with your Tender Notice No.....Dated.....

I hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes.

I hereby declare that all the information and statements provided in the technical proposal are true, correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to 90 days and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I, hereby unconditionally undertake to accept all the terms and conditions. In case any provision of this tender are found violated, then your office shall have the rights to reject our proposal including forfeiture of the earnest money deposit absolutely.

I remain,

Yours faithfully,

Place:.....

Date:.....

Address of the Bidder:

Signature of Authorized Person

Full Name:

Designation:

Seal

FORM - T1

1. Name of the Bidder :
2. Details of Bid Processing Fee: DD
No.....Date.....Amount (Rs.).....drawn
on Bank.....
3. Details of Earnest Money (EMD) Deposit : DD No.....
Date.....Amount (Rs.).....drawn on Bank.....
4. Name of the Proprietor / Partner/Director
5. Full Address of Registered Office:.....
Telephone No.:.....E-Mail Address:.....
- 6.Full Address of Operating / Branch Office.....Telephone
No.....Fax No.....E-mail.....
7. Name & Telephone No. of Authorised Person signing the bid
8. Bank details of the Agency: Account No.....
Bank and Branch Name:.....IFSC Code.....
9. PAN No.....(*Attach self-attested copy*)
10. GSTIN No.....(*Attach self-attested copy*)
11. E.P.F. Registration No.....(*Attach self-attested copy*)
12. ESI Registration No.....(*Attach self-attested copy*)
13. Copies of Income Tax Clearance Certificate for the last 03 (Three)
Assessment years
14. License No. for supply of man power..... (attach self-attested copy)
(i) Labour License No.....(attach self-
attested copy)
15. Financial turnover of the bidder for the last 3 financial years :

Financial Year	Average turnover Amount(in INR)	Remarks, if any

16. Details of the similar type service provided by the bidder in last 3(Three) years in the following format.

Sl No.	Name of the authority with complete Address Telephone No & Fax No.	Type of services provided with details of manpower machinery deployed	Amount of contract	Duration of Contract	
				From	To

17. Additional information, if any(attach separate sheet , if required):

Your's faithfully,

Place: _____
Date : _____

Signature of Authorized Person
Full Name
Designation
Seal

DECLARATION

1. I, Shri/Smt.....Son/Daughter/Wife of Shri.....Proprietor/ Director/ Authorized signatory of the service provider, mentioned above, am competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the Tender and undertake to abide by them.
3. The information and documents furnished along with the Tender are true and authentic to the best of my knowledge and belief. I am well aware of the fact that, furnishing of any false information / fabricated document would lead to rejection of our Tender at any stage besides liabilities towards prosecution under appropriate law.

Place:

Date:

Signature of Authorized Person
Full Name
Designation
Seal

FORM-T2

UNDERTAKING

[On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding non-blacklisting]

I, hereby, undertake that our organization has not been blacklisted / debarred by any of the Central / State Government Department/ Office or by any Public Sector Undertaking (PSUs) and not blacklisted by any authority during the recent past.

Place:

Signature of Authorized Person

Date:

Full Name

Designation

Seal

FORM-T3

UNDERTAKING

[On the Bidder's Letter Head regarding not having any pending judicial proceedings for any criminal offences]

I, hereby undertake that there is no criminal case pending in any Court of Law against our company or against the Proprietor/Director/Persons to be deployed by our company.

I, further certify that Proprietor/Director/Persons to be deployed by our company or my company have not been convicted in any offence in any Court in India during the recent past. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Place:

Date:

Signature of Authorized Person

Full Name

Designation

Seal

TECHNICAL BID EVALUATION

Technical evaluation of the bids will be done to determine whether the bids complied to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Bids qualified the technical evaluation stage, will be considered for opening of the financial bids. The financial bids shall be opened in the presence of the tender committee and bidders' representatives who choose to attend. **Least Cost Selection Method** will be followed during the tender process to determine the selected bidder. The tender inviting authority will award the contract to the bidder whose bid has been determined as the **lowest and competitive evaluated bid price.**

SECTION — V
FINANCIAL BID Application
Covering Letter
(IN BIDDER LETTER HEAD)

[Location, Date]

To

The Deputy Secretary to Government
Commerce & Transport (Transport) Department,
5th Floor, Kharavela Bhawan,
Bhubaneswar – 751001.

Sub: Submission of financial bid for providing manpower services on outsourcing basis.

Sir,

I, the undersigned, offer to provide the services for 2 (Two) Drivers in accordance with your Tender No....., Dated:..... Our attached financial price is Rs.(.....) [Insert amount(s) in words and figures] for the proposed service. This amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the tender document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiry of the validity period of the proposal of 90 days. I have carefully read and understood the terms and conditions of the tender to provide the services accordingly.

I understand that you are not bound to accept the proposal you receive.
I remain,

Your's faithfully,

Place:

Date:

Address of the Bidder:

Signature of Authorized Person

Full Name

Designation

Seal

(FORM —F1)

1. Name of the Tendering Manpower Service Provider::
2. Rate per person per month inclusive of all statutory liabilities, taxes, levies, cess etc:

Sl No.	Manpower type	Monthly Rate Per Person						
		Take home Salary	EPF	ESI	Other statutory(if any)	Service charge	Service Tax	Total per person
1	Driver (2 Nos.)							

Place:

Date:

Signature of Authorized Person

Full Name

Designation

Seal

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

SECTION — VI

BID SUBMISSION CHECK LIST

Technical bid (Original)

1. Covering Letter in Bidders Letter Head
2. Duly Filled in (Form T1)
3. Demand Draft in support of Bid Processing fee
4. Demand Draft in support of EMD.
5. Copy of Incorporation / Registration Certificate of the Bidder
6. Copy of PAN
7. Copy of GSTIN
8. Copies of Tax Clearance (IT,TDS,GST) Certificate for the last three Assessment years
9. Copy of Valid EPF & ESI Registration Certificate
10. Copy of valid PSARA Licence (in case of Security Services)/Labour licence
11. Copy of License for supply of manpower
12. Power of Attorney in favour of the person signing the bid on behalf of the bidder.
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14. Undertaking regarding non-blacklisting in the form T2(On stamp paper)
15. Undertaking regarding not having any pending judicial proceedings in the Form T3(On bidder's letter head)
16. Valid address proof of the Registered /Branch office of the service provider (copy of the telephone/electricity bill)
17. Copies of the Audited Income/Expenditure statements along with Balance Sheet for the last 3 Financial Years.
18. Copies of the Bank pass book and transaction statement for the last 06 months.

Financial bid (original)

1. Covering Letter in Bidders Letter Head
2. Duly Filled in (FORM- FI)

It is to be ensured that:All information has been submitted as per the prescribed format only. Each page has been separately bound with no loose sheets and each page of all the three parts are page numbered along with Index Page.

All pages of the proposal needs to be sealed and signed by the authorized representative

Authorized Signatory

Name and Designation with Date and Seal:

SECTION — VII
AGREEMENT

This Agreement is made on this _____ (date & month) Between the _____, represented by _____ here-in-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

_____ represented by _____ here-in-after called the “Manpower Service Provider” which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas the “Authority” desires that the services of 02 (two) nos. “Drivers” are required in C & T (Transport) Department, Govt. of Odisha, Bhubaneswar and whereas the “Manpower Service Provider” has offered its willingness to 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 “Manpower Service Provider”.

Now this agreement witnesses as below:-

1. That the Annexure containing the Terms and Conditions in _____ points shall 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 “Manpower Service Provider”, the “Manpower Service Provider” hereby agrees with the “Authority” to provide 02(two) personnel to be engaged as Driver in the Commerce & Transport (T) Department, Govt. of Odisha, Bhubaneswar in conformity with the provisions of the Terms and Conditions.
3. That the “Authority” hereby further agrees to pay the “Manpower Service Provider” the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid up to _____.

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
authorized to sign on behalf of
“Manpower Service Provider”

Signature of the Authority
(An officer acting in the premises for and on
behalf of the Principal Secretary)

In the presence of Witness:-

<u>Witness</u>	<u>Witness</u>
1. Name	1. Name
Address	Address.....
.....
2. Name	2. Name
Address	Address

SECTION - VIII
PERFORMANCE BANK GUARANTEE FORMAT

To

The Deputy Secretary to Government
Commerce & Transport (Transport) Department,
5th Floor, Kharavela Bhawan,
Bhubaneswar – 751001.

WHEREAS (Name and Address of the Service Provider) (herein after called "the Service Provider") has undertaken, in pursuance of Contract No. Dated to provide.....(description of services) (herein after called "the contract").

AND WHEREAS, it has been stipulated by (Name of the Authority) in the said contract that the Service Provider shall furnish you with a Bank Guarantee by a scheduled Commercial Bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Service Provider such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you on behalf of the Service Provider up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of amount of guarantee as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This performance bank guarantee shall be valid until the.....day of.....20..... Our.....branch at.....*(Name and Address of the bank) is liable to pay the guaranteed amount depending on filing of claim and any part thereof under this bank Guarantee only and only if you serve upon us at our.....*.branch a written claim or demand and received by us at our.....*.branch on or before dated.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

Signature of the authorized officer of the Bank
Name and designation of the officer
Seal, name & address of the Bank & Branch

* Preferably at the headquarters of the authority.
