

TENDER NOTICE

No.V-EMET-45/2022- 4898 /EPM dated 25th November 2022.

Sealed Tender are invited under two-bid system from reputed and experienced Manpower Service Provider having valid GSTN for providing the services of 01 (one) Driver for a period of one year on contract basis for driving the Office vehicle of the Directorate of Export Promotion and Marketing, Odisha, Bhubaneswar with monthly consolidated remuneration of **Rs. 11,100/-** for each excluding EPF, ESI and other taxes and charges as fixed vide Finance Department Circular No. 28090/F dated 22.09.2017 and Circular No. 30722/F dated 06/11/2021.

The details of the bidding process are as follows:

- A} Period of download of tender documents: 28.11.2022 to 12.12.2022
B} Date and time of submission of tender
Documents during Office hours: 28.11.2022 to 12.12.2022
C} Date and Time of opening of
i) Technical Bid 13.12.2022 at 11.30 AM
ii) Financial Bid (only who qualify
in the Technical Bid) 14.12.2022 at 11.30 AM

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 Outsourcing of 1(one) Drivers" must reach the undersigned on or before **Dt.12.12.2022 (5.30 P.M)**. The tender documents shall be dropped in the Tender Box kept in the Office of the Director, EP&M, Odisha, Bhubaneswar.

The bid documents containing eligibility criteria, scope of the work, terms and conditions of the tender and draft agreement can be downloaded from the Office website <https://depmodisha.nic.in>


Complete Address for submission of BID

The Director,
Export Promotion and Marketing, Odisha,
Raptani Bhawan, 1st Floor,
BDA Market Complex, Nayapalli
Bhubaneswar-751015

Sd/-
DIRECTOR


Memo No. 4903 /EPM Dt. 28/11/2022

Copy along with the copy of the Tender Notice forwarded to Mr. M.M.Khan, Technical Director, National Informatics Centre, Bhubaneswar for information and necessary action with a request to upload the Tender Notice immediately on the DEP&M website, to facilitate download of the same by the interested applicants.


Director 28/11/2022

Memo No. 4904 /EPM Dt. 28/11/2022

Copy to the Dy.Dir., Marketing -cum-Nodal Officer to NIC, Bhubaneswar for information and necessary action. He is directed to pursue NIC, Bhubaneswar for uploading the Tender Notice by 28.11.2022 and report compliance.


Director 28/11/2022

SECTION-I

Instruction to Bidders

A. General Information:

Directorate of Export Promotion and Marketing, Odisha, Bhubaneswar requires the service of reputed, well established, financially sound and registered Service Providers having valid GSTN to provide the services of 01 (one) Driver by deploying adequately trained and disciplined man power for a period of one year on contract basis for Directorate of Export Promotion and Marketing, Odisha, Bhubaneswar.

1. The period of contract for providing the aforesaid service will be ideally for 1 year from the date of effectiveness of the contract. The contract may be extended for a period not exceeding the original duration of the contract on mutual consent depending upon the performance of the Service Provider and at the discretion of the authority. The authority reserves the right to terminate the contract at any time after giving 30 days' notice to the Service Provider.

2. The interested bidders may contact the Directorate (0674-2552675) on any working day between the office hours to have a thorough knowledge of the work to be performed before preparation and submission of the bid.

Eligibility Criteria:

Sl. No	Eligibility Criteria	Supporting documents to be furnished alongwith 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 five 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.5lakh during the last five financial years [The average annual financial turnover should be twice the estimated cost of the service]	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 pass book 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 • Copies of EPF & ESI registration Certificate • Up to date Tax clearance (IT/GST/ TD S) 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. 1000/- towards **Bid Processing Fee** in form of **Demand Draft** drawn in favour of the Director, Directorate of Export Promotion and Marketing, Odisha Bhubaneswar – 751001, payable at Bhubaneswar and **Bid Security Declaration** as per F.D.O.M.No.8943/F, Dt.18.03.2021 & 281/F, Dt.05.01.2022, failing which the bid will be out rightly rejected.

. Bids without bid processing fee and Bid Security Declaration shall be liable to be rejected. Bids submitted after due date will be summarily rejected.

The bid has been invited under two bid systems i.e Technical Bid and Financial Bid. The bidders are advised to submit two separate envelopes super scribing "**Technical Bid for Outsourcing of 1 (one) Driver**" and "**Financial Bid for Outsourcing of 1 (one) Driver**" for the Directorate of Export Promotion and Marketing, Odisha, Bhubaneswar.

Both sealed envelopes must be kept in a third sealed envelope super-scribing "**Bid Document for outsourcing of 1 (One) Driver**" for the Directorate of Export Promotion and Marketing, Odisha, Bhubaneswar.

Selected bidder will have to deposit a Performance Security of **Rs. 5,482/- (3% of the annual contract value as per F.D.O.M.No.8952/F, Dt.18.03.2021)** in the form of Bank Guarantee from any scheduled Bank situated within Odisha in favour of the Director, Directorate of Export Promotion and Marketing, Odisha Bhubaneswar - 751015 as per the prescribed format provided in the Tender Document at **Section - IX** 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 immediately 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 along with the Technical Bid

- a. Covering letter along with power of attorney on the bidder's letter head
- b. Demand Draft in support of Bid processing fee as applicable
- c. Bid security declaration as per F.D. O.M. No.8943/F dt. 18.03.2021 & O.M. No.281/Fdt.05.01.2022
- d. Copy of Certificate of Incorporation of the firm / agency
- e. Copy of GSTIN
- f. Copy of PAN
- g. Copies of Tax clearance (IT,TDS, GST) for the last three assessment years
- h. Copies of EPF&ESI Registration Number
- i. Copy of Bank Account details
- j. Copies of the Income/Expenditure statements along with Balance Sheet for the last 3years.
- k. Copies of work orders from the previous organizations for providing services during last3years.
- l. Undertaking regarding non-blacklisting (On stamp paper)
- m. Undertaking regarding not having any pending judicial proceedings (On bidder's letter head)
- n. Copy of License for supply of manpower

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 clearly and signed by the authorized representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory should be attached.

The Technical Bid will be opened on **Dt. 13.12.2022 at 11.30 A.M in the conference hall of the Directorate of Export Promotion and Marketing, Odisha, Bhubaneswar** in presence of the authorized representatives of the bidder who wish to be present on the spot at that time. Financial bid of the technically qualified bidders shall be opened on **Dt. 14.12.2022 at 11.30 AM in the Conference hall of the Directorate of Export Promotion and Marketing, Raptani Bhavan, Bhubaneswar** in presence of the authorized representatives.

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 during the overall selection process.

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. DEP&M invites sealed bids from the eligible bidders to provide 1(one) Driver..
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 to be 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 empanelled 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 DEP&M, Odisha,Bhubaneswar.
6. The manpower deployed by the Service Provider shall be required to report for work as per Rule-16 of Rules Regulating 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

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 35 years	1. +2 in any discipline from a Govt. recognized Board/ Institution 2. Training on driving of four wheelers and having valid Driving Licence	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 and to be obedient to the officers to whom attached.

SECTION -III

Schedule of Requirement :

Tentative requirement of Manpower to be deployed for the proposed services given here asunder :-

(To be filled up by the Tender Inviting Authority)

SI No.	Description of Manpower	Requirement
1	Driver	1 (one)

[NB: All the scopes are tentative & can be modified as per the requirement of the tenderinviting authority. Strike out the service which is not required for the purpose]

SECTION —IV

GENERAL TERMS AND CONDITIONS

1. 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

them known about their position in writing before deployment under the required service.

2. The Service Provider must employ adult labour only. Employment of child labour will lead to the termination of the contract. Persons to be deployed by the Service Provider should be above 21 years of age and not exceeding 35 years and physically sound to perform the duties.
3. 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.
 4. 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.
5. 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.
6. 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.
7. The manpower to be deployed by the Service Provider should not have any adverse Police records /criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. An undertaking to this effect must be provided by the Manpower Service Provider prior to signing of the agreement.
8. 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 that is not found suitable by this office for any reasons immediately on receipt of such a request.
9. 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.
10. The Service Provider shall provide uniform along with Photo ID Card to its personnel deployed at site at its own cost.
11. 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.
12. 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.
13. 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.

14. 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.
 15. In case of delay in providing required replacement, the amount of penalty calculated **at the rate of 1%** of the annual contract value per week on account of delay, shall be deducted from the monthly bills in the succeeding month.
 16. 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.
 17. 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.
 18. 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.
- ④
19. 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.
 20. 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.
 21. 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 with one month prior notice to the Service Provider,
 22. The Service provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Authority.
 23. 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.
 24. 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.
 25. 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.**
 26. The agreement can be terminated by either party by giving one month's notice in advance. 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

27. 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.
28. 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.

SECTION — V
TECHNICAL BID
COVERING LETTER
(BIDDER LETTER HEAD) [Location, Date]

To

**The Director
Export Promotion and
Marketing, Odisha
Bhubaneswar-751015.**

Sub : Tender for Outsourcing of 1 (one) Driver by the directorate of Export Promotion and Marketing, Odisha, Bhubaneswar

Dear Sir,

I, the undersigned, offer to participate in the tender process to provide services of 1(one) Driver in accordance with your Tender Notice No. Dated

We are 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 as stipulated in the RFP document. 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

Authorized Signatory with Date and Seal

**Name and
Designation:**

**Address of the
Bidder:**

FORM — T1

Name of the Bidder

Details of Bid Processing
Fee(DemandDraftDetails)

DD No.:

Date:

Amount (Rs.)

Drawn on Bank:

Name of the Director /

Full Address of
Registered Office

Postal Address:

Telephone No.:

FAX No.:

E-Mail Address:

Name & telephone
number of the authorized
person signing the bid

Name and Designation:

Mobile Number:

Bank Name

Account Number:

Bank and Branch Name:

IFSC Code

PAN No.
(Attach self attested copy)

GSTIN
Attach self attested copy.)

E.P.F. Registration
No. (Attach self attested
copy.)

E.S.I. Registration No.
(Attach self attested
copy.)

Attach attested copy)
PSARA Licence No. & Valid up
to **(Applicable In case of
Security Services**
License for supply of
Manpower (Attach
selfattested

18. Financial Turnover of the bidder for the last 5 financial years.(*)

Financial Year *	Turn Over Amount (In INR)	Average Turnover in INR]
FY1		
FY2		
FY3		
FY4		
FY5		

**from the date of issue of tender*

Details of the similar type service provided by the bidder in last 5 years:

SI. No.Period	Name of Authority with Complete Address & Fax no	Type of services provided with details Duration of manpower machinery deployed	Contract	
			From	To
1				
2				
3				
4				

Declaration

I, Shri/Smt. _____, Son/Daughter/Wife of Shri _____, Proprietor/ Director/ Authorized signatory of _____

(Name of the Service Provider), competent to sign this declaration and execute this tender.

I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

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.

(Signature of Authorised Representative with seal)

Place:

Date:

Enclosures:

1. Bid Processing Fee in the form of Demand Draft in original
2. Bid securely declaration as per F.D.O.M. No.8943/F, Dt.18.03.2021 & 281/F, Dt. 05.01.2022
3. Copy of tender document (each page must be signed and sealed)
4. Duly filled Technical Bid and Financial Bid
5. List of Documents as applicable.

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.

Yours sincerely,

Authorized Signature [In full and initials]

Name and Designation of the Signatory :

Name of the Bidder and Address :

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/we 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.

Yours sincerely,

Authorized Signature [In full and initials]

Name and Designation of the Signatory:

Name of the Bidder and Address:

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 **lowest and competitive evaluated bid price.**

SECTION — VI

FINANCIAL BID

COVERING LETTER

(BIDDER LETTER HEAD)

[Location, Date]

To
The Director
Export Promotion and
Marketing, Odisha
Bhubaneswar-751015.

Sub : Tender for Outsourcing of 1 (one) Driver by the Directorate of Export Promotion and Marketing, Odisha, Bhubaneswar

Sir,

I, the undersigned, offer to provide the services for Driver 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 any proposal

you receive. I remain,

Yours faithfully

Authorized Signatory *[In full and initials]*

Name and Designation of Signatory with Date and

Seal :Address of the Bidder :

(FORM —F1)

(Administrative Charge)

Manpower Details:

Sl.	Category of Manpower	Requirement No. of	Cost per Unit in INR GST as applicable	Total
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1

2

3

A. Sub Total (Manpower Cost) in INR

- *Bidder with lowest evaluated competitive administrative charges for the required service will be awarded with contract.*
- *The bids with "Nil" or very abnormally low quoted service charges will be treated as "Non responsive" and will be rejected during the financial evaluation stage.*

Place:

Date:

(Sign and Seal of Authorised Representative)

SECTION — VII
BID SUBMISSION CHECK LIST

Sl. No	Description	Submitted Page (Yes/No) No.
TECHNICAL BID (ORIGINAL)		
1	Covering Letter in Bidders Letter Head	
2	Bid Processing Fee	
3	Bid securely declaration as per F.D.O.M. No.8943/F, Dt.18.03.2021 & 281/F, Dt 05.01.2022	
4	Copy of Incorporation / Registration Certificate of the Bidder	
5	Copy of PAN	
6	Copy of GSTIN	
7	Copies of Income Tax Clearance Certificate for the last three Assessment years	
8	Copy of Valid EPF & ESI Certificate	
9	Copy of valid PSARA Licence (in case of Security Services)/Labour licence	
10	Copy of license for supply of man power	
11	TECHNICAL BID duly filled in (Covering Letter, FORM- T1, T2 and T3)	
12	Financial details of the bidder along with all the supportive documents such as copies of Income / Expenditure Statement and Balance Sheet for the last 5 years	
13	Power of Attorney in favour of the person signing the bid on behalf of the bidder.	
14	List of completed / on-going assignments of similar nature (Past Experience Details) along with the copies of work orders for the respective assignments from the authorities	
15	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during the recent past. FORM- T2	
16	Undertaking for not having any police case pending against the bidder (FORM- T3)	
FINANCIAL BID (ORIGINAL)		
1	Covering Letter in Bidders Letter Head	
2	Duly Filled in Financial Bid (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 [In full and initials]:

Name and Designation with Date and Seal:

SECTION — VIII
SERVICE AGREEMENT

(To be made on Rs. 100.00 Non Judicial Stamp Paper)

This **SERVICE AGREEMENT** is made on between (hereinafter called as the "**Authority**") of the 1st Part And with its principal place of business at (hereinafter called the "**Service Provider**") of the 2nd Part.

WHEREAS

- a. The "**Service Provider**", having represented to the "**Authority**" that he has the required manpower and other resources, has offered to provide the service in response to the Tender Notice No. dated issued by the Authority.
- b. The "**Authority**" has accepted the offer of the Service Provider to provide the required services as per the terms and conditions as set forth in this Service Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED between the two parties as follows•

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

**Appendix A: General Terms and Conditions Appendix B:
Scope of Work;**

Appendix C: Contract Price and Payment Term;

2. The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Contract, in particular :
 - a. The Service Provider shall carry out the service in accordance with the provisions of the Agreement; and
 - b. The Certificate on the satisfactory performance of services by the Agency shall be issued by an Officer authorized by the Client and in consideration of the Certificate of Satisfactory Performance of Services Provider, the Authority shall make such payments and in such a manner as is provided in the Agreement.
3. **Mode of Payment**

The Service Provider will open a specific Bank Account for payment by the Authority in the beneficiary account towards the service performed by the Service Provider. The Service Provider will furnish the details of the Bank Account to the Authority within 7 days of the signing of the contract.

This Contract constitutes the agreement between two parties in respect to obligations and supersedes all previous communications between the Parties.

4. Now this agreement witnesses as below:-

- a. 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

manpower resources to be engaged in the *[Insert the location]* in conformity with the provisions of the terms and conditions of the contract.

b. 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

c. Financial limit under this Contract varies with changes in statutory dues and Government taxes as applicable from time to time.

c. That in the event of any dispute that may arise shall be settled as per the terms and conditions of the contract.

d. That this agreement is valid upto

For and on behalf of Tender Inviting Authority

Witness 1: Witness 2:

For and on behalf of SERVICE PROVIDER

Name and Designation of the Representative with seal]

Witness 1

Witness 2

PERFORMANCE BANK GUARANTEE FORMAT

To

The Director,
Export Promotion and Marketing,
Odisha, Bhubaneswar-751015.

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