

**ODISHA MOTOR TRANSPORT DRIVERS & WORKERS' WELFARE BOARD**  
Old Office Building RTO-1, AT- Bhoinagar, Acharya Vihar, Bhubaneswar,  
Odisha – 751022, Email ID- odwelfareboard@gmail.com.

No. 1526 /OMTDWWB

Dated:- 12.08.2025

**SHORT QUOTATION CALL NOTICE INVITING TENDER FROM  
MANPOWER SERVICE PROVIDER**

No. / OMTDWWB , Dated \_\_\_\_\_

Sealed Tenders are invited under two-bid system from reputed and experienced Manpower Service Provider having valid GSTIN & Licence for supply of Manpower for providing the **services of 01 (One) IT skilled person having following qualification and experience** for a period of 11 months from the date of Agreement to perform assigned job as Project Monitoring Expert in Odisha Motor Transport Driver & Workers' Welfare Board under Commerce & Transport (Transport) Department with maximum monthly remuneration of Rs.45,000/- excluding excluding service charges and other taxes if any:

Sr. No	Designation	Required Qualification	Numbers
1.	Project Monitoring Expert	Graduate with MBA / IT related qualification having atleast 2 years of experience in similar type of service/services .	1 No

The details of the Tender process are as follows:

Sl. No.	Tender Schedule	Deadline
1.	Date of Issue of Tender	:- 12.08.2025
2.	Last Date and Time for submission of Tender	:-15.09.2025 , 02:00 PM
3.	Opening of Technical Bid	:- 15.09.2025, 04:00 P.M
4.	Opening of Financial Bid of eligible Bidder in Technical Bid	:- 15.09.2025,04:00 P.M

The Odisha Motor Transport Driver & Workers' Welfare Board under Commerce & Transport (Transport) Department reserves the right, to accept or reject any or all the proposals at any stage or the process, at any time, without assigning any reason there off whatsoever.

Complete Address for submission of Tender

The Transport Commissioner Odisha ,  
and Member Secretary

Odisha Motor Transport Driver & Workers' Welfare Board

Old Office Building RTO-1, AT- Bhoinagar, Acharya Vihar,

Bhubaneswar, Odisha – 751022, Email ID- [odwelfareboard@gmail.com](mailto:odwelfareboard@gmail.com)

N.B- Details of the tender floated in STA ,Odisha ,Cuttack Website

[www.odishatransport.gov.in](http://www.odishatransport.gov.in) & Board Website <https://driverwelfare.odisha.gov.in>

may be visited.

s/d

Administrative Officer

OMTDWWB, Odisha, Bhubaneswar

P.T.O.

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### Instruction to Bidders

#### A. General Information:

Odisha Motor Transport Driver & Workers' Welfare Board , Acharya Vihar, Bhubaneswar under Commerce & Transport (Transport) Department, Odisha ,Kharavela Bhawan, Bhubaneswar invites tender from the reputed, well established, financially sound and registered Service Providers having GSTIN & Licence for supply of Manpower for providing the **services of 01 (One) IT skilled person having following qualification and experience** for a period of 11 months from the date of Agreement to perform assigned job as Project Monitoring Expert in Odisha Motor Transport Driver & Workers' Welfare Board ,Bhubaneswar .

#### Eligibility Criteria for the bidder participating in the tender:

Sl No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
1.	<p>The bidder should be registered under appropriate authority, as applicable /requirement such as</p> <ul style="list-style-type: none"><li>• Registered under the Companies Act, 2013.</li><li>• Registered under the Indian Partnership Act, 1932.</li><li>• Registered under the Indian Trusts Act, 1882</li><li>• Registered under the Societies Registration Act,1860.</li><li>• Registered under the Limited Liability Partnership Act, 2008.</li></ul>	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 the date of floating of the tender	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"> <li>• PAN,</li> <li>• GSTIN,</li> <li>• EPF&amp;ESI Registration Certificate.</li> <li>• Up to date Tax clearance (IT/GST/TDS) for the last 3 assessment years,</li> <li>• License for supply of manpower.</li> </ul>

#### B. Submission of Bid:

The bid must be accompanied with an Earnest Money Deposit (EMD) of Rs.**2000.00** (Rupees Two Thousands ) Only in form of Demand Draft drawn in favour of **Transport Commissioner Cum Chairman State Transport Authority, Cuttack, Odisha , payable at Cuttack** failing which the bid will not be accepted and out rightly rejected. The EMD of the unsuccessful Bidder shall be refunded without any interest accrued thereon after completion of the tender process and acceptance of the contract by the successful bidder.

The bid should be sent through Speed Post/Registered Post/Courier or by hand so as to reach the authority by Dt. 15.09.2025 (2.00 P.M.). The authority shall not be responsible for any postal delay .**The bid if received , after the above scheduled date and time shall be rejected without assigning any reason .**

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 1(One) skilled person to perform assigned job as Project Monitoring Expert in Odisha Motor Transport Driver & Workers' Welfare Board, Bhubaneswar under Commerce & Transport (Transport) Department ,Odisha .

Selected bidder will have to deposit a security amount of Rs. 5,000 (Rupees Five Thousand) Only in form of Demand Draft drawn in favour of Transport Commissioner Cum Chairman State Transport Authority, Cuttack, Odisha , payable at Cuttack .

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 EMD.
4. Copy of Incorporation / Registration Certificate of the Bidder
5. Copy of PAN
6. Copy of GSTIN
7. Copies of Tax Clearance (IT,TDS,GST) Certificate for the last three Assessment years
8. Copy of Valid EPF & ESI Registration Certificate
9. Copy of valid PSARA Licence (If in case of Security Services)/Labour licence
10. Copy of License for supply of manpower
11. Power of Attorney in favour of the person signing the bid on behalf of the bidder/company/firm.
12. Details of the similar type service provided by the bidder in last 3 years
13. Undertaking regarding non-blacklisting in the form T2(On stamp paper)
14. Undertaking regarding not having any pending judicial proceedings in the Form T3(On bidder's letter head)
15. Valid address proof of the Registered /Branch office of the service provider (copy of the telephone/electricity bill)
16. Copies of the Audited Income/Expenditure statements along with Balance Sheet for the last 3 Financial Years.
17. 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. 15.09.2025 at 4.00 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 **15.09.2025 at 5.00 P.M before the Tender Committee** in presence/absence of the Authorized representatives of the bidder.

The Security money 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 may be extended on mutual consent ,if required .

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 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

- (1) The manpower to be deployed for rendering service should be registered under the service provider and must have the required qualifications, experience & relevant knowledge to perform the assigned duty in terms of the tender call notice floated by the

Odisha Motor Transport Driver & Workers' Welfare Board under  
Commerce & Transport (Transport) Department .

- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) The Manpower Service Provider shall provide a substitute well in advance if situation occurs .
- (8) The engagement of outsourced person shall be purely on contract basis.
- (9) **The agreement may be extended basing on the performance of the manpower deployed**, 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 Odisha Motor Transport Driver & Workers' Welfare Board under Commerce & Transport (Transport) Department .

(10) Prescribed Qualification & Experience of the Manpower as per format of Technical Bid T4

SI No.	Manpower	Age Limit	Qualification	Work Experience	Monthly Remuneration	Job Description
1.	Project Monitoring Expert	21 years to 42 years	Graduate with MBA / IT related qualification from recognised institution	He should have at least 2 years of experience in similar type of service/services	Rs. 45,000/- Excluding service charges & other taxes if any	Job charts / Works shall be assigned by the Board on deployment of the manpower

N.B :- Higher Qualification will be given to be weightage .

Technical Bid (T4)

SI No.	Manpower	Age Limit	Qualification	Work Experience
1.				

SECTION —III

GENERAL TERMS AND CONDITIONS

1. 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 42 years and physically sound.
2. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
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 /Service laws applicable .

5. The Service Provider shall maintain & keep personal file of the manpower deployed to the Board if selected in the tender with personal details such as name, address, date of birth, sex, residential address(temporary/permanent), Bank Account, EPF/ESIC/service charges and other taxes applicable etc.
6. The manpower to be deployed by the Service Provider should not have any adverse Police records /criminal cases against him.
12. The Service Provider will also ensure that the manpower deployed is medically fit and will keep in record a certificate of his medical fitness. The Service Provider shall withdraw such manpower who is 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 is disciplined and does not participate in any activity detrimental to the interest of the Authority.
14. The Authority shall not be liable for any compensation in case of any fatal injury / death caused to the man power while performing / discharging duties.
15. In case of any theft or pilferages, loss or other offences, the Service Provider shall 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.
16. 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.
17. 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.
18. 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 of the service provider in the succeeding month.
19. There would be no increase in rates payable to the Service Provider during the Contract period.
20. 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.
21. 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 agreement, the same shall be disposed of at the level of Odisha Motor Transport Driver & Workers Welfare Board.
25. Any violation of instructions / agreement or suppression of facts will attract termination of contract immediately by the authority.
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. 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 / adjusted by forfeiture of security money deposited.
29. 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.
30. **The person deployed shall not claim any benefit or compensation or absorption or regularisation of deployment with office under the provision of Govt . Rules and Acts and an undertaking of the person to be deployed shall be attached to the bid document .**
31. 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.

SECTION-IV

TECHNICAL BID APPLICATION  
Covering Letter

(IN BIDDER LETTERHEAD)

[Location, Date]

To

The Transport Commissioner Odisha ,  
and Member Secretary  
Odisha Motor Transport Driver & Workers' Welfare Board  
Old Office Building RTO-1, AT- Bhoinagar, Acharya Vihar,  
Bhubaneswar, Odisha – 751022, Email ID-  
odwelfareboard@gmail.com .

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

Sir,

I, the undersigned, offer to participate in the tender process to provide services  
of 1 (One) Project Monitoring Expert 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:

Date:

Signature of Authorized Person  
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 Transport Commissioner Odisha ,  
and Member Secretary  
Odisha Motor Transport Driver & Workers' Welfare Board  
Old Office Building RTO-1, AT- Bhoinagar, Acharya Vihar,  
Bhubaneswar, Odisha – 751022, Email ID-  
odwelfareboard@gmail.com.

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

Sir,

I, the undersigned, offer to provide the services for 1 (One) skilled person 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 Service Provider::
2. Rate per person per month inclusive of all statutory liabilities, taxes, levies, cess etc:

Sl No.	Per Manpower	Monthly Rate Per Person			
		Monthly Remuneration	Service charge	Service Tax	Total per person
1	1	Rs. 45,000/- Excluding service charges & other taxes if any			

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.

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.
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- 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 Transport Commissioner Odisha ,  
and Member Secretary  
Odisha Motor Transport Driver & Workers' Welfare Board  
Old Office Building RTO-1, AT- Bhoinagar, Acharya Vihar,  
Bhubaneswar, Odisha – 751022  
Email ID- odwelfareboard@gmail.com.

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.*

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