



Government of Odisha
Office of Special Relief Commissioner
No. 1203 /R&DM(DM) Date: 10.03.2025

e-Tender Notice

Tender Call Notice for engagement of agency to provide an expert for the purpose of Amendment of Odisha Relief Code has been published in Tender Odisha Portal (<https://tendersodisha.gov.in>). The start date for submission of Bids is 19.03.2025, 10:30 AM and the last date for submission of Bids through the above portal is 02.04.2025, 5:30 PM.


Bidders may access the above portal for submission of Bids.

Sd/-

(Sri P. Behera)
Additional Special Relief Commissioner
Revenue & D.M.(DM) Department


Memo No. 1204/R&DM(DM) Date: 10.03.2025

Copy both in hard and soft formats forwarded to the Director, Information and Public Relation Department for kind information and necessary action. It is requested to publish the above Notice in two Odia daily newspapers and two English National daily Newspapers for one day and send copy of the publication to the undersigned for reference.


Additional Special Relief Commissioner
Revenue & D.M. (DM) Department


Memo No. 1205/R&DM(DM) Date: 10.03.2025

Copy along with the copy of Tender document (soft copy) forwarded to the Officer-in-Charge, State Web Portal for publication of Tender document in the State Web Portal.


Additional Special Relief Commissioner
Revenue & D.M.(DM) Department

Memo No. 1206/R&DM(DM) Date: 10.03.2025

Copy forwarded to the Chief Engineer-cum-Chief Manager (Tech.), State Procurement Cell, Odisha, Nirman Soudh, Keshari Nagar, Unit-V, Bhubaneswar-751001 for kind information and necessary action.


Additional Special Relief Commissioner
Revenue & D.M.(DM) Department



**Government of Odisha
Office of Special Relief Commissioner**

No. 1203 /R&DM(DM) Date: 10.03.2025

TENDER CALL NOTICE

1. Special Relief Commissioner, Odisha invites online tender for engagement of agency to provide an expert for the purpose of amendment of Odisha Relief Code.
2. The tender document may be accessed from the official website of Government of Odisha <https://tendersodisha.gov.in>. All required documents along with tender papers should be submitted duly signed on each page with seal as token of having read, understood and accepted terms and conditions of contract as per the annexure.
3. Critical Dates of Tender:
Availability/ Downloading of tender document: 19.03.2025 @10.30 AM
Last date for receipt of tender document online: 02.04.2025 @5.30 PM
Date for opening of tenders (Technical Bid): 03.04.2025
(Date for opening of Financial Bid shall be intimated in due course of time)
4. The bidders can view the summary of opening of Bids from e-tender portal. Bidders are required to be present physically during the bid opening.
5. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the bid, the bids will be opened at the appointed time on next working day.
6. The tender calling authority reserves the right to cancel or modify the tender any time at his discretion.
7. Address of the Tender Calling Authority:
Special Relief Commissioner &
Additional Chief Secretary to Government,
Revenue and Disaster Management (DM) Department
Ground Floor, Rajiv Bhawan,
Bhubaneswar -751001
Telephone No: 0674-2534177
Email: srcodishagov@gmail.com

Sd/-

(Sri P. Behera)
Additional Special Relief Commissioner
Revenue & D.M.(DM) Department

SECTION-I

Instruction to Bidders

A. General Information:

1. Special Relief Commissioner, Odisha requires the service of reputed, well established, financially sound and registered Service Providers to provide **engagement of agency to provide an expert** by deploying adequately trained and disciplined man power at Special Relief Commissioner, Odisha as per the requirement.

2. The period of contract for providing the aforesaid service will be ideally *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.

3. The interested bidders may visit the location 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.

4. Preparation and Submission of Proposal:

- (i) Detailed tender may be downloaded from <https://tendersodisha.gov.in> and the application should be submitted online only. The procedure for e-tendering is enclosed in this tender document at section-IX.
- (ii) The following shall be the form of various documents in the Application:

A. Only Electronic Form (to be uploaded on the Tender Portal)

- (a) Technical proposal as per format prescribed in SECTION IV of tender document.
- (b) Financial proposal in the excel document template uploaded by the Authority for the assignment based on SECTION VI of tender document.

Eligibility Criteria:

Sl. No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
a.	The agency should have undertaken similar nature of work in disaster management in Government of India or/and any State government.	Copies of the work order from the previous authorities along with performance certificates or completion certificates fully signed by concerned authority.
b.	The expert engaged in such kind of work must have rendered service in the capacity of not below the rank of Additional Secretary in State Government/ Joint Secretary in Government of India.	Supporting documents
c.	The agency should have minimum 5 years of experience in the field of disaster management (2019-20, 2020-21, 2021-22, 2022-23 and 2023-24)	Certificate of work experience signed by competent authority
4	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/ Lease agreement of the rented premises)
5	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 tender document	An undertaking to this effect to be furnished by the bidder as per the prescribed format
6	Must not have any pending judicial proceedings for any criminal offence against the proprietor /Managing Director/Partner/Persons to be deployed by the Service Provider	An undertaking to this effect to be furnished by the bidder as per the prescribed format.
7	Other Statutory Documents:	Copies of: • PAN,

		<ul style="list-style-type: none"> • GSTIN with latest Challan, • Copies of EPF & ESI Registration Certificate with latest Challan • IT return for the last 5 assessment year • Copies of Service Tax registration certificate with latest challan copy
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B. Submission of Bid :

The bid has been invited under two bid systems i.e. Technical Bid and Financial Bid. The bidders are advised to upload **“Technical Bid”** and **“Financial Bid”** in the tender portal only before bid submission due date & time.

C. List of Documents for Technical Bid Submission

Bidders are required to furnish the following documents along with the Technical Bid:

- a) Copy of Certificate of Incorporation of the firm / agency
- b) Copy of GSTIN with latest challan copy
- c) Copy of PAN
- d) Copies of IT returns for the last five assessment years
- e) Copy of Service Tax with latest challan copy
- f) Copies of EPF&ESI Registration Number with latest challan copy
- g) Copies of work orders from the previous organizations for providing services during last 5 years.
- h) Undertaking regarding non-blacklisting (On stamp paper)
- i) Undertaking regarding non-pending of any judicial proceedings (On bidder's letter head)

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 03.04.2025 as per protocol stated in Section – IX. Financial bid of the technically qualified bidders shall be opened and the date of financial opening shall be intimated to all the qualifying bidders through e-tender portal.

The EMD 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.

D. Financial Bid Submission

The bidder has to submit the "Financial Bid" online only in Excel Format (BoQ).

E. Bid Validity

The bid shall be valid for a period of **90 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.

F. Selection of the bidder

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.

After opening of Financial Bid, **Negotiation with Reverse Auction method** shall be adopted in deciding the final bidder.

But if more than one bid is quoted at same price (Decimals up to two numbers will be taken for all practical purposes), the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders / their authorized representatives, the concerned tender inviting Authority/their representative will remain present.

G. Liability:

The Agency 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.

H. Performance Bank Guarantee:

Selected bidder will have to deposit a Performance Security (**10% of the annual contract value**) in the form of Bank Guarantee from any scheduled Bank situated within Odisha in favour of **Special Relief Commissioner, Odisha** 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.

I. Authority's Right to reject any bid:

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. Objective

Special Relief Commissioner, Odisha herein after called as “Client” or “Authority” intends to engage Technical manpower with appropriate expertise for amendment of Odisha Relief Code.

In view of the same, the Client intends to select a Manpower Agency for providing Technical Manpower for drafting various documents, guidelines, etc. in relation to Odisha Relief Code as provided below:

2. Scope of Work

- a) The total contract period for this tender document shall be 1 year.
- b) The list of positions required shall be intimated to the Agency by the Client as per the need/requirement from time to time during the contract period. The Agency shall be given maximum 45 days for onboarding of required manpower from the date of receiving the intimation from the Client.
- c) Organization availing the services will provide necessary office space to the manpower engaged.
- d) The Agency should ensure that the selected manpower provides his/her service to the Client for at least 12 months from the date of deployment.

3. Detailed Scope of Work

A. Scope of Work:

The selected Manpower Agency would recruit manpower and deploy manpower at Client’s office / site locations or at any other location as decided by Client . The resources shall be in the payroll of the selected Manpower Agency.

The scope of work shall inter alia include but not limited to the following:

- (a) A list of manpower requirements along with job description, relevant qualifications and professional experience shall be provided to the selected manpower agency, after award of contract.
- (b) The selected manpower agency shall provide to this office if required the CVs in detail, conducting document and background verification and shortlist the probable candidates. Background check shall be limited to the verification of employment check, reference check, identity check (PAN No. AADHAR no. etc.) and educational qualification only.
- (c) The selected manpower agency shall give a list of shortlisted candidates, which is at least 3 times of the required positions within 15 days. The list shall be accompanied with updated resume/ CV of the candidates along with qualification documents, certificate of work experience, background verification confirmation and remarks and submit to this office if required.
- (d) Upon receipt of the list with all documents, reports etc., the Client may conduct an interview of the shortlisted resources.
- (e) The selected resources shall be on the payroll of the selected Manpower Agency. The Agency shall be responsible for payment to the personnel every month.
- (f) The agency shall document the induction information and issue the offer letters with details of

reporting.

- (g) The Agency shall be required to undertake the joining formalities, training, monthly information collection, payroll processing and statutory adherence, salary credits/settlements etc.
- (h) The Agency shall collect attendance information for each of the selected resources and generate invoice to the Authority for payout to the candidate.
- (i) The agency shall create a central MIS for entire HR process.
- (j) The agency shall define performance matrix, conduct performance appraisal based on clients input and roll out development plan for the resource.
- (k) The agency shall maintain all statutory computations regarding remittances of the selected resource for audit and inspection support purpose. The agency shall be responsible for activities related to the selected resources like - Provident Fund, ESIC enrollment, Medical insurance/group insurance, pay slip, Form 16, Bank account, ID cards and other benefits.
- (l) The agency shall process the exit formalities for the resource and closure of all compliances.

B. Contract Period:

Contract will be for a period of 1 year from the date of execution of contract agreement with the Client. The agreement can be renewed for a further period of 1 year on same payment terms and conditions as per this tender document, if necessary.

SECTION – III

GENERAL TERMS AND CONDITIONS

The terms of reference includes the following:

1. *Literature analysis:*

Odisha Relief Code is to be studied and analysed in details. A thorough analysis of DM Act (2005) is necessary. The funds for disaster management is being expended out of state disaster relief and mitigation fund and therefore the guidelines of SDRF and SDMF must also be studied so as to incorporate these in Odisha Relief Code. Similarly, the provisions of drought manual are to be analysed and placed in ORC. In addition, the guidelines issued by Government from time to time for tackling calamities are also to be assimilated into Odisha Relief Code.

2. *Co-ordination with Departments & Districts:*

Co-ordination meetings involving all the concerned Departments like Home/ Water Resources/ Panchayati Raj & DW/ Agriculture & FE/ Energy/ Health & FW/ Housing & UD/ Rural Development/ Women & CD/ Works/ Fisheries & ARD/Handloom, Handicrafts & Textiles are to be convened so as to get their views on Odisha Relief Code amendment on respective issues.

As district administration plays the key role in disaster management activities, all the District Collectors being chairman of DDMA are to be involved in putting their learned views which are to be imbibed into Odisha Relief Code. The functioning of District Emergency Operation Centres (DEOCs) and other ongoing DM plans and projects are also to be studied and inculcated into Odisha Relief Code.

3. *Consultation with IMD, ORSAC, OUAT, SHDC and other stakeholders:*

IMD being the key agency for weather forecast, it's to be consulted for Odisha Relief Code upgradation in terms of defining the parameters for various disasters. Their forecast on cyclone, heavy rain, heat wave, cold wave, thunderstorm etc are to be studied in details for a judicious outcome. Further, other agencies which play a considerable role in predicting disaster scenario, may be consulted.

4. *Field Study:*

The team should conduct field visits to 6 coastal districts, 5 flood prone districts and 5 drought prone districts. The interaction at grassroots level pre/during/post calamity will enhance a further practical understanding which will be reflected in the amendment

process. In addition, reciprocation with local administration on disaster management will boost the updation process.

5. *Simplifying Disaster Management procedures, reporting formats:*

The disaster management process in case of various calamities as mentioned in Odisha Relief Code are still being followed. However, it needs to be simplified in coherence with DM Act (2005). Also the hierarchical roles and responsibilities are to be lucidly defined. Similarly, the format of reporting on daily situation during the calamity and post disaster damage assessment of public and private are to be made more simple and comprehensive.

6. The agency will apprise the progress of work to the committee on monthly basis.
7. The bid amount shall be released in a phased wise (30% - 30% - 40%) manner depending upon the progress of work.
8. The entire exercise shall be completed within 12 months.
9. Technical bid shall be submitted online only in e-Tender portal with all required documents (.pdf format) as mentioned in annexure attached to the Tender Call Notice.
10. The bidder shall digitally sign on all statements, documents, certificates uploaded by them, owning responsibility for their correctness/ authenticity. If any of the information furnished by the bidder is found to be false/ fabricated/ bogus, the EMD/ Performance Security shall stand forfeited and their name shall be liable for recommending for blocking of portal registration and blacklisting/ debarring/ suspension.
11. Resubmission of bid by bidders for any number of times before the final date and time of submission is allowed. Re-submission of bids shall require uploading of all documents including price bid afresh. If the bidder fails to submit modified bids within the predefined time of receipt, the system shall consider only the last bid submitted. The Bidder can withdraw its bid before the closure date and time of receipt of bid by uploading scanned copy of letter addressing to the publisher (Officer Inviting Bid) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closer time of the bid. The bidder should avoid submission of bid at the last moment to avoid the system failure.
12. Earnest Money Deposit (EMD) of Rs. 10,000/- is to be deposited during submission of bid online mode only.
13. Security deposit of 10% of the tender value shall be deposited within 7 days of the finalisation of tender.
14. After opening of Financial Bid, **Negotiation with Reverse Auction method** shall be adopted in deciding the final bidder.
15. Financial bids of the bidders who have qualified in the technical evaluation of bids shall be opened only, which will be intimated in due course of time.
16. Execution of separate agreement will be carried out after acceptance of tender by SRC as per terms and conditions.

- 17.** In case the documents submitted by the bidders are found to be forged/ fabricated at any stage then the SRC reserves the right to forfeit the EMD/Security money. The bidder shall also be liable to be blacklisted and criminal proceedings will be initiated against him/her.
- 18.** In all dispute arising out of the provisions of the contract the matter shall be referred to the sole officer appointed by the SRC, whose decision shall be final and binding on both the parties.

SECTION – IV

TECHNICAL BID
COVERING LETTER

*(BIDDER LETTER
HEAD)*

[Location, Date]

To

**Special Relief Commissioner
Odisha
Rajiv Bhawan
Bhubaneswar - 751001**

Sub : Tender for Selection of Manpower Agency for providing manpower at Office of Special Relief Commissioner, Odisha

Dear Sir,

I, the undersigned, offer to participate in the tender process to provide services for **providing Technical Manpower at office** Special Relief Commissioner, Odisha 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 and 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 tender 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)
Bidder's Organization (General Detail)

Sl. No.	Description	Full Details
1	Name of the Bidder	
2	Name of the Director	
3	Full Address of Registered Office	Postal Address:
		Telephone No.:
		FAX No.:
		E-Mail Address:
4	Name & telephone number of the authorized person signing the bid	Name and Designation:
		Mobile Number:
5	Bank Name (in the name of firm/agency)	Account Number:
		Bank and Branch Name:
		IFSC Code
6	PAN Number (Attach self-attested copy)	
7	GSTIN (Attach self-attested copy.)	
8	Willing to carry out assignments as per the scope of work of the tender document	
9	E.P.F. and E.S.I. and Service Tax Registration No. (Attach self-attested copy.)	
10	Acceptance to all the terms & conditions of the tender (Yes/No).	
11	Power of Attorney / authorization letter in the letter head of firm/agency for signing	

	the bid documents	
12	Kindly mention the total number of pages in the tender document.	

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal: _____

15. Declaration

I, Shri/Smt _____ Son/Daughter/Wife of
Shri/Smt _____, 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 Authorized Representative with seal)

Place:

Date:

Enclosures:

1. Copy of tender document (each page must be signed and sealed)
2. Duly filled Technical Bid and Financial Bid
3. 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 organisation 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 have 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/Managing Director/Partner/ Persons to be deployed by our company.

I/we further certify that Proprietor/ Managing Director/Partner /Persons to be deployed by our company of my company have not been convicted of 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: _____

FORM-T4

FORMAT FOR POWER OF ATTORNEY

(On Bidder's Letter Head)

I, _____, the_(Designation) of (Name of the Organization) in witness whereof certify that **<Name of person>** is authorized to execute the attorney on behalf of **<Name of Organization>**, **<Designation of the person>** of the company acting for and on behalf of the company under the authority conferred by the **<Notification / Authority order no.>** Dated **<date of reference>** has signed this Power of attorney at **<place>** on this day of **<day><month>**, **<year>**.

The signatures of **<Name of person>** in whose favor authority is being made under the attorney given below are hereby certified.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of the Bidder:

FORM-T5

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES
AND DECLARATION THEREOF**

Are there any activities carried out by your agency which are of conflicting nature as mentioned : [Information to the Bidder] under Eligibility Criteria. If yes, please furnish details of any such activities.

If no, please certify,

IN BIDDER'S LETTER HEAD

I, hereby declare that our agency as Individual is not indulged in any such activities which can be termed as the conflicting activities as mentioned: **[Information to the Bidder] under Eligibility Criteria.**

I, also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the Client which shall be binding on us.

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder: _____

SECTION – V

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.- **Negotiation with Reverse Auction Method** will be followed during the tender process to determine the selected bidder. The tender inviting authority will award the contract to the final bidder.

SECTION – VI

FINANCIAL BID

Please refer to BoQ (excel file) and submit rates online only as per the BoQ uploaded in the e-tendering portal. The format of the BoQ should not be tampered.

SECTION – VII

BID SUBMISSION CHECK LIST

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL BID (ORIGINAL)			
1	Covering Letter in Bidders Letter Head		
2	Bid Processing Fee		
3	EMD		
4	Copy of Incorporation / Registration Certificate of the Bidder		
5	Copy of PAN		
6	Copy of GSTIN with latest challan copy		
7	Copies of Income Tax Clearance Certificate for the last five Assessment Years		
8	Copy of Valid EPF & ESI Certificate and Copy of Service Tax		
9	Bidder General Details		
10	TECHNICAL BID duly filled in (Covering Letter, FORM- T1 to T5)		
11	Financial details of the bidder along with all the supportive documents such as copies of Income / Expenditure Statement and Balance Sheet for the last 5years		
12	Power of Attorney in favour of the person signing the bid on behalf of the bidder.		
13	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		
14	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during the recent past.		
15	Undertaking for not having any police case pending against the bidder		
FINANCIAL BID (ORIGINAL)			
1	Financial bid to be uploaded in prescribed format at e-Tender Odisha Portal only. No Hard Copy Submission.		

It is to be ensured that:

- *All information has been submitted as per the prescribed format only.*
- *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**” or “**Client**”) of the 1st Part and
_____ its principal place of business at
_____ (hereinafter called the “**Service Provider**” or “**Agency**”) 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:

- a. General Terms and Conditions;**
- b. Scope of Work**

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 7days 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.
- d) That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the contract.
- e) That this agreement is valid up to _____.

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

**NAME & ADDRESS OF THE
TENDER INVITING AUTHORITY**

WHEREAS _____ (Name and address of the Service Provider) (hereinafter called "the Service Provider) has undertaken, in pursuance of Contract No. _____ dated _____ to undertake the service (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 _____ year. Our branch at _____ (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the 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 Dt _____ 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

Section IX

Procedure under E-Tendering

Procedure to participate in online bidding

e-procurement

1. PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL: The Contractor/Bidder intending to participate in the bid is required to register in the Portal using his /her active personal/ official e-mail ID as his Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc. He/ She has to submit the relevant information as asked for about the firm/ contractor. The portal registration of the bidder/ firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/ documents such as (i) PAN and (II) Registration Certificate (RC)/ GST Registration Certificate and GSTIN (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ GST Registration Certificate and GSTIN. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participated in the online bidding process.

Contractor not regisertered with Government of Odisha, can participate in the e-procurement after necessary enrolement in the portal but have to subsequently register themselves with the appropriate registering authority of the Sate Government before award of the work as per prevalent registration norms of the State.

- a. To log on to the portal the Contractor/Bidder is required to type his/her *username* and password. *The system will again ask to* select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
- b. The tender documents uploaded by the Tender Inviting Officer in the website <https://tendersodisha.gov.in> will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the *homepage*. Only a small notification will be published in the newspaper specifying the work details along with *mention* of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or down load the bid documents from the web site.
- c. Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.
- d. The *software* application has the provision of payment of cost of tender document through payment gateways of *authorized* bankers by directly debiting the account of the bidders.

- 1.1. Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enrol in the portal in the name and style of the joint venture company. It is

- mandatory that the DSC issued in the name of the authorized signatory is used in the portal.
- 1.2. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.
 - 1.3. Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.
 - 1.4. For submission of Bids through the E-Procurement Portal, the bidder shall up load the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The on line bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.
 - 1.5. Each bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by cost of bid document and appropriate Bid Security Declaration. The system shall consider only the last bid submitted through the E-Procurement portal.
 - 1.6. The bidder may ask question related to tender online in the e-procurement portal using his/her DSC, provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer inviting the Bid/ Procurement Officer-Publisher will clarify queries related to the tender.
 - 1.7. The details of drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Superintending Engineer and Executive Engineer as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to down load all the documents for preparation of his bid. It is not necessary for the part of the Bidder to up-load other Bid documents (after signing) while up-loading his bid. He is required to up load documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bidder shall be debarred from tendering for a period of 180 days.
 - 1.8. Any addendum / corrigendum/ cancellation of tender shall be published in the website <https://tendersodisha.gov.in> , notice board and through paper publication and such notice shall form part of the bidding documents.
 - 1.8.1. The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to which the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender inviting authority is not responsible for communication failure of system generated mail.

All the volumes/documents shall be uploaded / provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and up load the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ down loaded for the work in designated Cell and up loads the same in designated locations of Financial Bid. Bidders are to submit only the original BoQ uploaded by publisher after entering the relevant fields without any

alteration/deletion/modification. Multiple BoQ submission shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than Zero value in the specified cells. In the percentage rate tender, the bidder quoting Zero value is valid and will be taken as Schedule of Rates. Submission of document shall be effected by using DSC of appropriate class.

2. PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS: The Bidder shall furnish, as part of his Bid in shape of Bid security Declaration as mentioned in the Contract Data. Non-submission of bid security declaration within the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.
 - 2.1 The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document.
 - 2.2 Deleted.
 - 2.3 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender (price bid). In the eventuality of failure on the part of the lowest successful bidder to procedure the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such as situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.
 - 2.4 Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.
 - 2.5 Government of Odisha has introduced e-payment gateway in to the portal for payment of cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway is mentioned in the **“Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids”**
3. FORMAT AND SIGNING OF BID: (Logging to the Portal)-The Contractor/ Bidder is required to type his/her Login ID and Password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user’s DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, Password and DSC combination and authenticates the login process for use of portal.

The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the final date and time of submission. The bidder shall only submit single copy of the required documents and Price Bid in

the portal. In the Financial bid, the bidder cannot leave any figure blank. He has to only write the figures, the words will be self-generated. The Bidders are advised to up load the completed Bid document well ahead of the last date & time of receipt to avoid any last moment problem of power failures etc.

- 3.1. The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including Declaration form, price bid etc and store in the system.
- 3.2. The bidder shall log on to the portal with his DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been up-loaded in appropriate place he clicks the submit button to submit the bid to the portal.
 - 3.2.1. The bids once submitted cannot be retrieved or corrected. Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.
 - 3.2.2. In the e-procurement process each processes are time stamped. The system can identify each individual who has entered in to the portal for any bid and the time of entering in to the portal.
 - 3.2.3. The Bidder should ensure clarity of the document up loaded by him to the portal especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bid if so desires can ask for legible copies or original copies for verification with in a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents with in the stipulated date, he will be debarred from tendering for a period of 180 days.

SUBMISSION OF BIDS:-

- 3.3. The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid and a Financial Bid. The Technical bid generally consists of GSTIN, PAN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works, work in hand, list of machineries and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/undertaking including rebates.
- 3.4. Bidders are to submit only the original BOQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion/ modification. Multiple BOQ submission by bidder shall lead to cancellation of bid. In case of items rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.
- 3.5. The bidder shall upload the scanned copy/ copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
- 3.6. The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective items(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal place only in case of percentage rate tender.

- 3.7. The bidder shall log to the portal with his/ her DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents.
 - 3.8. Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the Bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.
 - 3.9. Each process in the e-procurement is time stamped and the system can defect the time of log in of each user including the Bidder.
 - 3.10. The Bidder should ensure clarity/ legibility of the document uploaded by him to the portal.
 - 3.11. The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/ tender.
 - 3.12. The bidder should check the system generated confirmation statement on the status of the submission.
 - 3.13. The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
 - 3.14. The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
 - 3.15. The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the part of the bidder to upload the drawing and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid.
 - 3.16. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.
 - 3.17. The 'Online bidder' shall digitally sign on all statements documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/ fabricated/ bogus, he will be debarred from tendering for a period of 180 days and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.
4. SECURITY OF BID SUBMISSION:
- 4.1. All bid data uploaded by the Bidder to the portal will be encrypted by the DSC of the opener(s). The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.
 - 4.2. The Bid shall be received in encrypted format by the system which can only be decrypted / opened by the authorized openers only on or after the due date and time.
5. DEADLINE FOR SUBMISSION OF THE BIDS :
- 5.1. The online bidding will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the bid. The date & time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer inviting the Bid.

RESUBMISSION AND WITHDRAWAL OF BIDS:

- 5.2. Resubmission of bid by the Bidders for any number of times before the final date and time of submission is allowed.
- 5.3. Resubmission of bid shall require uploading of all documents including price bid afresh.
- 5.4. If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
6. LATE BIDS :
 - 6.1. The system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the server time displayed in the e-procurement portal shall be the time to be followed by the bidder and concerned officers.
7. MODIFICATION AND WITHDRAWAL OF BIDS :
 - 7.1. In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure. If the bidder fails to submit his modified bids with in the designated time of receipt, the bid already in the system shall be taken for evaluation.
 - 7.2. In the E-Procurement Portal, withdrawal of bid is allowed. But in such case he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the bid and up load the scanned document to portal in the respective bid before the closure date and time of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.
8. OPENING OF THE BID:
 - 8.1. Bid opening date is specified during tender creation or can be extended with corrigendum. This date is available in IFB, tender document as well as the home page of portal. Bid opening can be done by the authorized users which are defined during the tender publication / approval stage. The bids are encrypted using there public keys and can be decrypted only on or after the Bid Opening due date and time. The bid openers private key will be required to open the bids and all the openers have to log on to the portal during that time.
 - 8.1.1. The bidders who participated in the on line bidding can witness opening of the bid from any system logging on to the portal with the DSC away from opening place. Contractors are not required to be present during the bid opening at the opening location if they so desire.
 - 8.1.2. Each activity is date and time stamped with user details. For time stamping, server time is taken as the reference.
 - 8.2. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/Engineer-in-Charge, the bids will be opened at the appointed time on the next working day.
 - 8.3. In case bids are invited for more than one package, the order for opening of the "Bid" shall be that in which they appear in the "Invitation for Bid".
 - 8.4. The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers, log on the portal with their DSC the Tender cannot be opened.
 - 8.5. In case of non-responsive tender the officer Inviting tender should complete the e-Procurement

process by uploading the official letter for cancellation/ re-tender.

EVALUATION OF BIDS:-

All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that “the documents as available in the portal containing..... nos. of pages”.

- 8.5.1. After opening of technical bid, the bidder may be asked in writing / online (in their registered e-mail ID) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents required for Technical Evaluation. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the bidders price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.
- 8.5.2. The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit
- 8.5.3. Immediately, on receipt of these clarifications, the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the Technical evaluation page in the system. The Officer Inviting the Bid if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.
- 8.6. The Technical evaluation of all the bids shall be carried out up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN shall be taken against the bidder/contractor.
- 8.7 The Procurement officer-Evaluators will evaluate bid and finalized list of responsive bidders.

Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information.

- 8.7.1 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.
- 8.7.2 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.

- 8.7.3 At the time of opening of "Financial Bid", the names of the bidders whose technical bids were found responsive will be announced and the bids of only those bidders will be opened. The remaining bids will be rejected.
- 8.7.4 The responsive bidders' name, the bid prices, the item wise rates, the total amount of each item in case the item rate tender and percentage above or less in case of percentage rate tenders will be announced. any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the time of opening.
- 8.7.5 Rebate/discount offer if any uploaded to the system shall be declared and recorded first.
- 8.7.6 The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.
- 8.7.7 The Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.
- 8.7.8 Procurement Officer-Openers shall sign on each page of the download BOQ and the Comparative Statement and furnish a certificate to that respect.
- 8.7.9 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer/ Head of Department.

9. CLARIFICATION AND NEGOTIATION OF BIDS:

- 9.1. For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdowns of unit rates.

10. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 10.1. In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his e-mail ID.
- 10.2. The Employer/ Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This letter of Acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution and completion of the works by the contractor as prescribed by the contract and the amount of performance security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 10.3. The Contractor after furnishing the required acceptable Performance Security and Additional Performance Security, "Letter of Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer-Publisher. The Procurement Officer-Publisher shall upload the summary and declare the process as complete.
- 10.4. If the L1 bidder does not turn up for agreement after finalisation of the tender then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium/ JV/firm where such an agency/ firm already happens to be or is going to be a partner/ member/ proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him/ them. In that case, the L2 bidder, if fulfils other required criteria would be called for drawing agreement for execution of work subject to condition that the L2 bidder negotiates

at par with the quoted by the L1 bidder, otherwise the tender will be cancelled.

11. BLOCKING OF PORTAL REGISTRATION

- a. If the registration Certificate of the contractor is cancelled/ suspended by the registering authority/ blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.
- b. The portal registration blocked in the ground mentioned in the above Para- 11.1 shall be unblocked automatically in receipt of revocation order of cancellation/ suspension/ blacklisting from the concerned authority.
- c. The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.
 - i. Fails to furnish original Technical Documents before the designated officer within the stipulated date and time.
 - ii. Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period (including till the extended bid validity period)
 - iii. Fails to execute the agreement within the stipulated date.
 - iv. If any of the information furnished by the bidder is found to be false/ fabricated/ bogus.

Accordingly the officer Inviting Tender shall recommended to the Chief Manager (Tech) State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix-XXXIV of OPWD code Volume-II.

The minimum period of blocking of Portal Registration shall in no case be less than 180 days.

Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids

1. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt- of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "<https://tendersodisha.gov.in>".
2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as SBI/ICICI Bank/HDFC Bank for all Government Departments, State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-1). The process outline as well as accounting and reporting structure are indicated below :
 - a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids**.
 - b) Various payment modes like Internet banking/ NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
 - c) Reporting and accounting of the e-receipts will be made from a single source.
 - d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.
3. Only those bidders who successfully remit their **Cost of Tender Paper and Earnest Money Deposit on submission of bids would be eligible to** participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.
4. **Banking arrangement:**
 - a) Designated Banks (SBI/ICICI Bank/HDFC Bank) payment gateway are being integrated with e-Procurement portal of Government of Odisha (<https://tendersodisha.gov.in>)
 - b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids** will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.

5. Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder:

- a) **Log on to e-Procurement Portal:** The bidders have to log onto the Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
- b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.
- c) **Electronic payment of tender paper cost and EMD:** Then the bidders have to select and submit the bank name as available in the payment options
 - i. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.
 - ii. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.
- Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.
- d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
- e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.

6. Settlement of Cost of Tender Paper;

- a) **Cost of Tender Paper:** In respect of Government receipts on account of **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise-head-wise challans separately for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc, General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.
- b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.
- c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise list of challans and

instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.

- d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.
- e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure.

7. Settlement of Earnest Money Deposit on submission of bids:

- a) The Bank will remit the **Earnest Money Deposit on submission/cancellation of bids** to respective bidders accounts as per direction received from TIA through e-procurement system.

8. Forfeiture of EMD:

Forfeiture of **Earnest Money Deposit on submission of bid** of defaulting bidder is occasioned for various reasons.

- a) In case the **Earnest Money Deposit on submission of bid** is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.
- b) The Tender inviting authorities of the Government Departments will deposit the forfeited **Earnest Money Deposit on submission of bid**, in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc. General Services-00-101 -Unclaimed Deposits-0097-Misc, Receipts-02080-Misc. Deposits and submit the detail account to DAG (Puri) as a deposit of the Division.
- c) By clicking submit button, system will initiate the forfeiture of EMD. System will not allow the evaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.

9. Role of the Banks:

- a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.
- b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.
- c) The bank shall ensure transfer of funds from the pooling account to the Government

Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.

- d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.
- e) e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

10.Role of State Procurement Cell:

- a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization.
- b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.
- c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.
- d) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments / State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.
- e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.
- f) e-procurement system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
- g) Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day
- h) e-procurement system will update the status accordingly for reconciliation report.

11. Role of National Informatics Centre :

- a) Customize e-Procurement software and web-pages of Government of Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment.
- b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the

Chart of Account.

- c) NIC will provide an interface to organisations to download the electronic receipt data.
- d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorised Banks for enabling automatic refund/settlement of funds.
- e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury portal.

12. Role of Cyber Treasury:

- a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G (O) as per the established process.
- b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.

13. Redressal of Public grievances:

- a) The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD, either suo moto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics Centre, Odisha unit, Cyber Treasury and the bank will promptly take steps for rectification. The e-Focal Point Branch of the participating Banks, National Informatics Centre, Odisha and the State Procurement Cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-Receipt.

14. Applicability and modification of existing rules / orders:

The modalities prescribed in this Office Memorandum for downloading of tender paper, submission and rejection of bid, acceptance of Bids as well as refund and forfeiture of earnest deposit will be applicable for electronic submission of bids through e-procurement portal. Existing provisions regulating cost of tender paper, earnest money deposit in OPWD Code and OGFR would stand modified to the extent prescribed.

- 15. These arrangements would be made effective after signing of MoU between the designated Banks and the State Procurement Cell, firming up of Banking arrangements and technical integration between designated Bank and e-Procurement Portal.

Back-end Transaction Matrix of Electronic receipt and remittance of Cost of Tender Paper and Earnest Money Deposit on submission of bids.

	Cost of Tender Paper on submission of bids	Earnest Money Deposit on submission of bids
Government Departments	<p>I. The payment towards the cost of Tender Paper in case Government Departments, shall be collected in separate Pooling accounts opened in Focal Point Branch called e-FPB of respective designated banks [as stated in Para 2] at Bhubaneswar on T+1_day.</p> <p>II. With reference to the Notice Inviting Tender/ Bid Identification Number, the amount so realized is to be remitted to Government Account under the Head of Account 0075-Misc. General Services-800-Other Receipts-0097-Misc. Receipts-02237-Cost of Tender Paper through Odisha Treasury Portal after opening of the bid.</p>	<p>I. In case of tenders of Government Departments, amount towards Earnest Money Deposit on submission of bids shall be collected in a pooling account opened for this purpose at Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account within two working days on receipt of instruction from TIA through refund and settlement of e-procurement system.</p> <p>II. In case of forfeiture of Earnest Money Deposit on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.</p>
	Cost of Tender Paper on submission of bids	Earnest Money Deposit on submission of bids
State PSUs Statutory Corporations, Autonomous Bodies and Local Bodies.	<p>I. In case of State PSUs, Statutory corporations, Autonomous Bodies and Local Bodies etc. the amount towards Cost of Tender Paper, on submission of bids shall be collected in separated pooling accounts opened in Focal Point Branch called e-FPB of respective designated Banks at Bhubaneswar on T+1 days.</p> <p>II. The Paper cost will be transferred to the respective current accounts of concerned State PSUs, Statutory Corporation, Autonomous Bodies and Local Bodies etc. after opening of bid.</p>	<p>I. Amount towards EMD on submission of bids shall be collected in a separate pooling account of Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account on receipt of instruction from TIA through refund and settlement of e-procurement system within two working days from receipt of such instruction.</p> <p>II. In case of forfeiture of Earnest Money deposit on submission of bids, the e- Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting</p>

		authority within two working days of receipt of instruction from TIA.
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DISCLAIMER

The Applicant must read all the instructions in the tender document and submit the same accordingly.

APPROVED

Sd/-

**(Sri P. Behera)
Additional Special Relief Commissioner
Revenue & D.M.(DM) Department**