

GOVERNMENT OF ODISHA
ODISHA BRIDGE & CONSTRUCTION CORPORATION LIMITED, BHUBANESWAR



REQUEST FOR PROPOSAL

for

**“Selection of Manpower Agency for providing Technical /
Non- Technical Manpower at the office of the Odisha Bridge
& Construction Corporation Limited, Bhubaneswar,
Odisha”**

No: 5722
File: 242/2026

Date: 03.07.2026

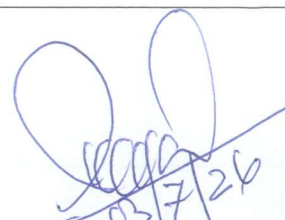
CORRIGENDUM NO. 1 to NIT

Name of the Work : Selection of Manpower Agency for providing Technical / Non- Technical Manpower at the office of the Odisha Bridge & Construction Corporation Limited, Bhubaneswar, Odisha.

Bid Identification No : 19/Tender/OBCC/2026-27

| Sl. No. | Reference | As per NIT | As modified |
|---------|------------------|--|--|
| 1. | Sl. No.2 of NIT | Bid documents will be available in the above website from dt. 29.06.2026 to dt. 20.07.2026 up to 4.00 P.M. through "ONLINE BIDDING". | The Bid document shall be available on the website https://tendersodisha.gov.in , from dt. 03.07.2026 up to 4.00 P.M. of dt. 24.07.2026 for online bidding. |
| 2. | Sl. No.5 of NIT | Pre-Proposal / Pre-Bid Queries will be received up to 05.00 P.M. of 06.07.2026 through email queries@obcc.in and pna@obcc.in | Pre-Proposal / Pre-Bid Queries will be received up to 05.00 P.M. of 10.07.2026 through email queries@obcc.in and pna@obcc.in |
| 3. | Sl. No.6 of NIT | Issue of Pre-proposal Clarification is on dt. 09.07.2026. | Issue of Pre-proposal Clarification is on dt. 13.07.2026. |
| 4. | Sl. No.7 of NIT | Last date of submission of Proposal is on dt. 20.07.2026 till 4 P.M. | Last date of submission of Proposal is on dt. 24.07.2026 till 4 P.M. |
| 5. | Sl. No.11 of NIT | The technical bids received online shall be opened on dt. 20.07.2026 at 05.00 P.M in the office chamber of the Chief General Manager(P&A), ... | The technical bids received online shall be opened on dt. 24.07.2026 at 05.00 P.M in the office chamber of the Chief General Manager(P&A), ... |

6. All other terms and conditions remain unchanged.


Chief General Manager(P&A)
OB&CC Ltd.

Ref. No. 7890

File No: 242/2026

Dtd: 25.06.26

NOTICE INVITING REQUEST FOR PROPOSAL (RFP)

RFP Identification No: 19/Tender/OBCC/2026-27

The Chief General Manager (P&A), OB& CC Limited, Odisha on behalf of Governor of Odisha invites proposals from the empaneled Agencies for providing manpower services for the following assignment, to be received online.

| SI No. | Name of the Work | Concerned Nodal Officer with Head quarters | Bid Processing Fee (online) | E.M.D./ Bid Security (Rs. In lakh) (online) | Period of Services |
|--------|---|--|-----------------------------|---|--------------------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| 1 | Selection of Manpower Agency for providing Technical / Non- Technical Manpower at the office of the Managing Director, OB&CC Limited. | Chief General Manager (P&A) | Rs. 40,000/- | Rs. 4,00,000/- | 2 Years |

- Bid documents will be available in the above website from dt. **29.06.2026** to dt. **20.07.2026** upto **4.00 P.M.** through "**ONLINE BIDDING**".
- The bidders must participate in **ONLINE** bidding only. The website for "**ONLINE BIDDING**" is <https://tendersodisha.gov.in>.
- The bidders must possess compatible Digital Signature Certificate (DSC) of Class-II or Class-III.
- Pre-Proposal / Pre-Bid Queries will be received upto **05.00 P.M.** of **06.07.2026** through email queries@obcc.in and pna@obcc.in.
- Issue of Pre-proposal Clarification is on dt. **09.07.2026**.
- Last date of submission of Proposal is on dt. **20.07.2026** till **4 P.M.**
- The Bidders must submit the non-refundable Bid Processing Fee of required amount as stated in the above table at column no 4 through online process.
- Proof of payment of Bid security as stated in col. 5 of the above table shall have to be uploaded along with the technical bid failing which the bid shall be summarily rejected.
- The Bid submitted other than e-procurement platform shall not be considered.
- The technical bids received online shall be opened on dt. **20.07.2026** at **5.00 P.M.** in the office chamber of Chief General Manager (P&A), Odisha Bridge & Construction Cooperation Ltd, Vikash Bhavan, Bhubaneswar

12. The Authority reserves the right to postpone /cancel the NIT/RFP/e-bidding without assigning any reason.
13. Further details with any addendum, corrigendum and cancellation can be seen from the website <https://tendersodisha.gov.in> .


Chief General Manager (P&A)

C.C. to:

1. The Principal Secretary to Government, Works Department, Odisha, Bhubaneswar
2. The Engineer-in-Chief (Civil-cum Roads), Odisha, Bhubaneswar/ Engineer-in-Chief (N.H), Odisha, Bhubaneswar
3. Empaneled Consultants/Agencies for Manpower Services

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, Technical / Non-Technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the selected Agency, as the case may be, to provide the Services and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

DATASHEET

| Sl. No | Particular | Details |
|--------|--|--|
| 1. | Name of the Authority | The Managing Director, OB& CC Limited. Govt. of Odisha |
| 2. | a. Method of Selection b. Proposal Validity | a. Least Cost Selection method b. 90 days |
| 3. | Date of Issue of RFP | 30.06.2026 |
| 4. | Last date for Submission of Pre-Proposal /Pre-Bid Queries | 5.00 PM of 06.07.2026 |
| 5. | Issue of Pre-proposal Clarifications | 09.07.2026 |
| 6. | Last date of submission of Proposals | Up to 4.00 PM of 20.07.2026 |
| 7. | Date of opening of Technical Proposal | 20.07.2026 at 5.00 PM |
| 8. | Date of opening of Financial Proposal | To be intimated later |
| 9. | Expected Date of Commencement of Assignment | To be intimated later |
| 10. | Pre-proposal meeting | NA |
| 11. | Bid Processing Fee (Non-Refundable) | Rs. 40,000/- (including GST) through online mode only as prescribed in the e-procurement procedure annexed as Section-X. |
| 12. | Earnest Money Deposit (EMD) | Rs. 4,00,000/- through online mode only as prescribed in the e-procurement procedure annexed as Section-X. |
| 13. | Performance Bank Guarantee (PBG) | 10% of the Total Contract value |
| 14. | Contact Person | Chief General Manager (P&A), Odisha Bridge & Construction Corporation (OB&CC) Vikash Bhawan, Nayapalli, Bhubaneswar-751012 Ph. No.: 0674- 2390043 E-mail: pna@obcc.in , queries@obcc.in |
| 15. | Place of Opening of Proposal: | Odisha Bridge & Construction Corporation Limited, Vikash Bhawan, Nayapalli, Bhubaneswar, Khurda, Odisha. Pin - 751012 |

RFP can be downloaded from www.tendersodisha.gov.in

INDEX

| Sl. No. | Section | Description |
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| 1. | Section-I | Letter of Invitation |
| 2. | Section-II | Instruction to Bidders |
| 3. | Section-III | Scope of the Work |
| 4. | Section-IV | Schedule of Requirement |
| 5. | Section-V | General Terms and Conditions |
| 6. | Section-VI | Technical Proposal Submission Forms |
| 7. | Section- VII | Financial Proposal Submission Forms |
| 8. | Section-VIII | Annexures (Bid Submission Checklist and & PBG Format) |
| 9. | Section-IX | Service Agreement |
| 10. | Section-X | E-Tendering Procedure |

SECTION: I

LETTER OF INVITATION

Name of the Assignment: Selection of Manpower Agency for providing Technical / Non- Technical Manpower at the office of the Managing Director, OB&CC Limited.

The Chief General Manager(P&A), Odisha Bridge & Construction Corporation Limited, Odisha (the “**Authority**”), in accordance with the provisions under the Guidelines for Engagement of Consultants and Outsourcing of Services issued in the Office Memorandum No. 37323/F Dt. 30.11.2018 of the Finance Department, now invites empaneled agencies (**for providing Manpower services**) to provide Technical / Non- Technical Manpower at the office of the Managing Director, OB&CC Limited. A bidder will be selected under **LCS** procedure as prescribed in the RFP Document in accordance with the procedures prescribed herewith circulated vide *Office Memorandum No. 37323/F, Dated: 30.11.2018* of the Finance Department, Govt. of Odisha.

(Agencies who are willing to participate may get empaneled with OBCC before the bid submission due date)

1. This is an e-tendering process by the Government of Odisha in Odisha Bridge & Construction Corporation Limited. The proposal must be submitted online only. In online mode, the electronic files are to be uploaded to the tender portal www.tendersodisha.gov.in.
2. The empaneled agency should submit the proposal online in two parts. The two parts of the proposal shall be as follows: -
PART 1: TECHNICAL PROPOSAL
PART 2: FINANCIAL PROPOSAL
The proposals shall be evaluated according to the evaluation criteria mentioned in the RFP prior to opening the financial proposal.
3. The two parts of the Proposal (Technical proposal and Financial proposal) must be submitted online, with all pages numbered serially and an index of submission. The Financial Proposal must be submitted online only. Submission in any other form shall not be acceptable. In the event any of the instructions mentioned herein have not been adhered to, the Authority may reject the Proposal.
4. The proposal, complete in all respect as specified in the RFP Document, must be accompanied by a **non-refundable** amount of **Rs. 40,000/- (Rupees Forty Thousand)** only towards the **Bid Processing Fee** and **Rs. 4,00,000/- (Rupees Four Lakhs)** Only towards **EMD** through online as prescribed in the RFP failing which the bid will be rejected.
5. The Consultants must possess compatible Digital Signature Certificate (DSC) of Class-III. The online bidding procedure is indicated in the Section-X of the RFP document.
6. Physical proposals will not be accepted, as the applicant must submit the proposal through on-line mode within the stipulated date and time as mentioned in the RFP.
7. The last date and time for submission of proposal, complete in all respects, on the tender portal, is as per the Bidder Data Sheet, and the date of opening of the technical proposal is as mentioned in the Data Sheet, which will be done in the presence of the bidder’s representative at the specified address as mentioned in the Bidder Data Sheet (Sl. no.16). Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
8. This RFP includes following sections:
 - a) Letter of Invitation [**Section – I**]
 - b) Instruction to the Bidder [**Section – II**]
 - c) Scope of Work [**Section – III**]
 - d) Schedule of Requirement [**Section – IV**]

- e) General Terms and Conditions[Section –V]
 - f) Technical Proposal Submission Forms [Section –VI]
 - g) Financial Proposal Submission Forms [Section –VII]
 - h) Annexures [Section –VIII]
 - **Bid Submission Checklist**
 - **Performance Bank Guarantee Format**
 - i) Service Agreement [Section –IX]
 - j) Procedure under E-Tendering [Section –X]
9. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Authority’s knowledge, the Authority holds no responsibility for the accuracy of information, and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The Authority reserves the right to accept/reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

Sd/-
Chief General Manager(P&A),
Odisha Bridge & Construction Corporation Limited

SECTION: II
INSTRUCTIONS TO BIDDERS

Instruction to Bidders

General Information:

1. Office of Managing Director, OB& CC Limited. invites proposals from reputed, well-established, financially sound and registered Service Providers to provide ***Outsourcing of technical/non-technical manpower services*** by deploying adequately trained and disciplined manpower at OB&CC Ltd. and its subordinate offices as per the requirement.
2. The period of contract for providing the aforesaid service will be **Two(2) Years from the date of effectiveness of the contract. On completion of 2 years, the contract may be further extended for a period of 1 year**, 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. Acknowledgement by the Bidder

It shall be deemed that by submitting the Proposal, the Bidder has:

- (a) made a complete and careful examination of the RFP (including all instructions, forms, terms and specifications) and any other information provided by the Authority under this RFP and the Bidder acknowledges that its submission of a Proposal that is not substantially responsive to the RFP in every respect will be at the Bidder's risk and may result in rejection of the Bid;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority;
- (d) satisfied itself about all things, matters and information, necessary and required to submit a Proposal;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any matter in relation to the Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from the Authority, or a ground for termination of the Services Agreement;
- (f) satisfied itself regarding the suitability of the site conditions to undertake and perform the Services; and
- (g) agreed to be bound by the undertakings provided by it under and in terms of this RFP.
- (h) The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or relating to the RFP or the Bid Process.

5. Bid Processing Fee:

The Bidder must furnish, as part of the Technical Proposal, the required bid processing fee amounting to **Rs. 40,000/- (Forty Thousand Rupees Only)** through online mode of transaction as prescribed in the RFP failing which the Proposal will be rejected. If any Technical Proposal is not accompanied by the bid processing fee amount, then such Proposal shall be rejected by the Authority as non-responsive.

6. Bid Security/ EMD:

Each bidder shall furnish, along with the Technical Bid, a Bid Security/ EMD amounting to **INR 4,00,000/- (Rupees Four Lakhs only)** in online mode only. The Bid Security shall remain valid for a period of 30 days beyond the original validity period for the bid. Any bid not accompanied by an acceptable Bid Security, in the manner stated above, shall be the ground amongst others for rejection of the bid as non-responsive.

The bid security of the bidders other than the preferred bidder will be returned as promptly as possible, but not later than (60) days after the expiration of the bid validity period, or selection of the preferred bidder, whichever is later. The bid security of the preferred bidder shall be extended by a period of 120 days beyond the original validity period or till submission of performance security, whichever is later. On submission of the performance security, the bid security of the preferred bidder shall be returned.

The bid security will stand forfeited if:

- (a) Bids are withdrawn within the validity period;
- (b) Preferred Bidder fails to sign the service providing Agreement;
- (c) Preferred Bidder fails to provide Performance Security within the stipulated time period;

7. Validity of the Proposal:

Proposals shall remain valid for a **period of 90 (Ninety) days** from the date of opening of the Technical Proposal. The Authority reserves the right to reject a Proposal valid for a shorter period as non-responsive. The Authority will make best efforts to conduct the evaluation of the Proposals and award the contract within the Proposal validity period. In exceptional circumstances, prior to the expiry of the Proposal validity period, the Authority may request Bidders to extend the Proposal validity period.

8. Pre -Proposal Queries / Pre-Proposal Meeting:

8.1 Clarifications and Queries

- (a) Bidders are allowed to submit their queries in respect of the RFP and other details if any, to OBCC through e-mail at pna@obcc.in, queries@obcc.in. The e-mail must clearly bear the following subject: "Selection of Manpower Agency for providing Technical / Non-Technical Manpower at the office of the Odisha Bridge & Construction Corporation Limited, Bhubaneswar, Odisha". All queries or clarification requests should be received on or before the last date for submission of such queries as per the Bidder Data Sheet.

- (b) The Authority shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the Bidder Data Sheet. However, the Authority reserves the right to not respond to any query or provide any clarification, in its sole discretion. Any clarifications issued by the Authority will be either uploaded on the e-Procurement Portal or clarified through email to the respective Bidders for the purpose of preparation of the Proposal.
- (c) The Authority may, on its own initiative, if deemed necessary, issue clarifications to all the Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of this RFP. Should the Authority deem it necessary to amend the RFP as a result of a request for clarification, it will do so following the procedure under the relevant Clauses.
- (d) Verbal clarifications and information given by the Authority or any other Person for or on its behalf shall not in any way or manner be binding on the Authority.

9. .Preparation and Submission of Proposal:

- (i) Detailed RFP may be downloaded from www.tendersodisha.gov.in, and the proposals shall be submitted online only. The procedure for E-Tendering is enclosed in this RFP at Section X.
- (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 the format prescribed in SECTION-VI of RFP.
 - (b) Financial proposal in the excel document template uploaded by the Authority for the assignment based on SECTION-VII of the RFP.
 - (iii) The Applicant shall upload scanned copies of the Technical Proposal as specified in Clause 9(ii)A(a) above on the Tender Portal by the Proposal Submission due date and time as specified in Data Sheet. Financial Proposal as specified in clause 9(ii)A(b) is to be submitted online only & no hard copy is to be submitted.
 - (iv) It may be noted that the scanned copies can be prepared in PDF file format for Technical Proposal and in excel format for Financial Proposal, uploaded by the Authority in the designated locations.
 - (v) Each page of the two parts should be page numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The Authority will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be outrightly rejected by the Authority.

Any deviation from the prescribed procedures/ information/ formats / conditions shall result in out- right rejection of the proposal. All the pages of the proposal have to be sealed and signed by the authorized representative of the bidder. Bids with any conditional offer shall be outrightly rejected.

10. Pre-Qualification Criteria:

| Sl. No. | Pre-Qualification Criteria | Supporting documents to be furnished along with the Technical Bid |
|---------|---|--|
| 1. | <p>The bidder should be registered under appropriate authority, such as</p> <ul style="list-style-type: none"> • Registered under the Companies Act 2013 • Registered under the Indian Partnership Act 1932 • Registered under the Limited Liability Partnership Act 2008. | TECH-2, Certificate of Incorporation/Registration. |
| 2. | Bidder must be empaneled with OB&CC Ltd. for providing 'Manpower Services' | Copy of Letter / Notice of Empanelment with OB&CC |
| 3. | <p>The bidder must have at least ten (10) years of experience in manpower supply projects (up to the last date of submission of bid) for providing similar types of services to Central/ State Government/ Autonomous bodies / Agencies/societies / corporate bodies.</p> | TECH-4, Certificate of Incorporation/Registration |
| 4. | <p>The Bidder should have experience of at least one (1) manpower supply project having a contract value of INR 3 Crores or more in last 5 (five) financial years ending 31st March, 2026</p> | <p>TECH-4 Copy of work order along with the completion certificate issued by the respective Authority. The completion certificate should clearly indicate the contract value, date of issue of work order, date of completion, receipt of payment, etc.</p> |
| 5. | <p>The Registered Office / Branch Office of the Service Provider must be located within the jurisdictional area of Odisha.</p> | Valid address proof of the office (Copy of the Telephone / Electricity Bill/any legal document of the Govt. of Odisha) |
| 6. | <p>Must have an average annual financial turnover of Rs. 100 Crores or more during the last three financial years as on Dt. 31.03.2026. (Turnover in regard to Security/Sanitation/Housekeeping/Paramedical services will not be considered).</p> | <p>(i). CA certificate stating the receipt of turnover from the provided services other than <i>Security /Sanitation /Housekeeping /Paramedical services</i>. Financial Details of the bidder (TECH- 3) along with copies of the audited balance sheet and Income & Expenditure Statement.</p> |

| | | |
|--|---|--|
| | | (ii)The applicant needs to submit the solvency certificate regarding the availability of fund-based credit facilities/ overdraft facility of not less than the amount of Rs. 5 (five) crores |
| 7. | 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, TECH-7 |
| 8. | 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 is to be furnished by the bidder as per the prescribed format, TECH-8 |
| 9. | Other Statutory Documents: | <p>Copies of:</p> <ul style="list-style-type: none"> • PAN, • GSTIN with the latest return. • Copies of EPF & ESI Registration Certificate • IT return for the last 3 assessment years • CA certified Annual turnover certificate/Annual account statements of the last three financial years • Valid License under PSARA (Private Security Agencies Regulation Act, 2005)(In case of Security Services) |
| <p>N.B: In case of Acquisition merger of firm, the bidder shall also give an undertaking that the acquired/ merged firm has never been blacklisted before acquisition/ merger. Certificate from GST Commissioner regarding merger shall be issued to this effect. The merged firm shall be dormant and certificate to the effect shall be issued by GST Commissioner only.</p> | | |

11. Evaluation Criteria

Evaluation of the Technical Proposals will be done only for those Bidders who meet the Pre-Qualification Criteria. The evaluation of the Technical Proposals shall be undertaken based on the following criteria:

| Sl.No. | Technical Evaluation Criteria | Max Marks | Documentary Evidence |
|---------------|--|-----------|---|
| TQ 1.0 | Company's Financial Profile Marking Criteria: Marks will be awarded based on average annual turnover as defined above in the last three financial years (2023-24, 2024-25, 2025-26) | 20 | TECH-3 Along with audited financial statements for three Financial Years (2023-24, 2024-25, 2025-26) |
| TQ 1.1 | >=100 cr and <=200 cr | 10 | |
| TQ 1.2 | >200 cr and <=300 cr | 15 | |
| TQ 1.3 | >300 cr | 20 | |
| TQ 2.0 | Years of Business | 10 | Certificate of incorporation as per the relevant law |
| TQ 2.1 | >10 years and <=15 years | 6 | |
| TQ 2.2 | >15 years and <=20 years | 8 | |
| TQ 2.3 | >20 years | 10 | |
| TQ 3.0 | Relevant Experience | | |
| TQ 3.1 | Providing Manpower services to several Authorities with more than 100 manpower in each order as of the current date of submission of the bid. For < 10 Authorities: 10 marks For >10 and <=15 Authorities: 15 marks For > 15 Authorities: 20 marks | 20 | To be determined from the Work order / LoA/ GeM contract copy/ Agreement only). (*Housekeepers, Sanitation workers, paramedical staff related projects shall not be will not to be taken into consideration) |
| TQ 3.2 | The Bidder should have experience of at least one (1) manpower supply project having a contract value of INR 3 Crores or more in last 5 (five) financial years ending 31st March, 2025. For 1-3 projects: 10 marks For > 3 and <= 6 projects: 15 marks For > 6 projects: 20 marks | 20 | TECH-3 and supporting documents, such as work completion certificate/ performance certificate issued by the Authority. (*Housekeepers, Sanitation workers, paramedical staff related projects shall not be will not to be taken into consideration) |
| TQ4.1 | The following valid certification required along with the technical bid: ISO 9001:2015, ISO 45001:2018, ISO 14001:2015, ISO/IEC 27001:2013, SA8000:2014 | 10 | Minimum three valid certificates required for Technical Qualification or else disqualified. (Less than three certificates will be disqualified), For each valid certification, 2 marks will be |

| | | | |
|-------------|------------------------|------------|--|
| | | | awarded) |
| TQ 5 | Technical Presentation | 20 | Regarding the Understanding of the project, work plan for the project, and Statutory compliance in 10-15 minutes of presentation |
| | Total | 100 | |

Financial proposal shall be opened after the technical evaluation is completed and only those bidders who score at least 70 marks out of 100 marks in technical evaluation shall qualify for financial bid opening.

12. 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.

A. List of Documents for Technical Bid Submission

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

- a) Covering letter along with power of attorney on the bidder’s letter head
- b) Transaction receipt in support of Bid processing fee as applicable
- c) Transaction receipt in support of EMD as applicable.
- d) Copy of Certificate of Incorporation of the firm / agency
- e) Copy of GSTIN with latest return copy.
- f) Copy of PAN
- g) Copies of IT returns for the last five assessment years
- h) Copies of EPF&ESI Registration Number.
- i) Copy of valid license under PSARA Act, 2005(in case of Security Service)
- j) Copy Bank Account details
- k) Copies of the CA certified Annual account statements/Turn over certificate along with Balance Sheet for the last 3 financial years.
- l) Copies of work orders from the previous organizations for providing services during last 5 years.
- m) Undertaking regarding non-blacklisting (On stamp paper)
- n) 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. 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.

B. Financial Bid Submission

The bidder has to submit the "Financial Bid" online only, and it shall comprise of the quoted percentage (%) as service charge.

The service provider has to quote service charges as a percentage over and above the remuneration of the technical/non-technical manpower in their financial bid as per the format uploaded at the E-Tender portal only.

As stipulated by Dept of Finance, Govt. Of Odisha vide Circular No.18810/F., FIN- COD-RULE-0001-2018 Dated.04.07.2023, the "service charge" for manpower resources outsourcing **should not exceed 7%** in any case. Accordingly, the bid of the bidder quoting above 7% as "service charge" will be summarily rejected.

13. Selection of the bidder

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. If two or more bidders quote the same amount in the financial bid, then the contract shall be awarded to the bidder through lottery system.

14. Liability:

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.

15. Indemnity:

The Agency at all times during the pendency of this agreement, keep the Government/ Authority indemnified to an amount equivalent to the total fees payable to the Agency under this agreement.

16. Performance Bank Guarantee:

The selected bidder will have to deposit a Performance Security (**10% of the Total contract value**) in the form of (e-BG) Bank Guarantee from any scheduled Bank situated within Odisha in favour of _____ as per the prescribed format provided in the tender document at **Section - VIII** 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.

17. 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: III
SCOPE OF WORK

SCOPE OF THE WORK

1. Objective

Managing Director, OB & CC Limited, Odisha herein after called as “Authority” or “Authority” intends to engage Technical / Non-Technical manpower with appropriate expertise for implementation/monitoring/supervision of its various projects, schemes, plan, etc.

In view of the same, the Authority intends to select a Manpower Agency for providing Technical / Non-Technical Professionals. An indicative list of Technical / Non-Technical manpower is provided below:

- a) Technical / Non-Technical Manpower for supporting the activities undertaken by the Authority in various office management & construction related activities.
- b) Manpower in field of architecture, design, project execution & law.
- c) Manpower for drafting various documents, guidelines, etc. and manpower for supporting in various ICT related domains.
- d) Any other category of manpower whose requirement and profile would be intimated from time to time.

2. Broad Scope of Work

- a) The total contract period for this RFP shall be Two (2) years.
- b) The list of positions required shall be intimated to the Agency by the Authority 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 Authority.
- 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 Authority 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 Authority’s office /site locations or at any other location as decided by Authority . 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) In case of non-availability eligible candidate, the selected manpower agency shall prepare the advertisement with detailed Terms of reference (Educational qualification, professional

experience, terms and conditions of recruitment, job description etc.) for each profile / requirement to be published in the newspaper for inviting applications. The cost towards publishing notice / advertisement for recruitment in the newspaper shall be borne by the selected agency. The agency is to consult and take approval prior to any publication/advertisement including the content, design and reach of the advertisement.

- (c) The selected manpower agency shall invite applications through an open advertisement in local & national dailies.
- (d) After receipt of applications, the selected manpower agency shall evaluate the CVs in detail, conducting document and background verification and shortlist the probable candidates. Backgroundcheck shall be limited to the verification of employment check, reference check, identity check (PANNo., AADHAR no. etc.) and educational qualification only.
- (e) The selected manpower agency shall give a list of shortlisted candidates, which is at least 3 times of the required positions within 15 days from the date of issue of advertisement. 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.
- (f) Upon receipt of the list with all documents, reports etc., the Authority may conduct an interview of the shortlisted resources.
- (g) After interview of the candidates, the Authority will fix a consolidated remuneration for each of the approved resources.
- (h) 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.
- (i) The agency shall document the induction information and issue the offer letters with details of reporting.
- (j) The Agency shall be required to undertake the joining formalities, training, monthly information collection, payroll processing and statutory adherence, salary credits/settlements etc.
- (k) The Agency shall collect attendance information for each of the selected resources and generate invoice to the Authority for payout to the candidate.
- (l) The agency shall create a central MIS for entire HR process.
- (m) The agency shall define performance matrix, conduct performance appraisal based on Authority's input and roll out development plan for the resource.
- (n) 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 theselected resources like - Provident Fund, ESIC enrollment, Medical insurance/group insurance, payslip, Form 16, Bank account, ID cards and other benefits.
- (o) The agency shall process the exit formalities for the resource and closure of all compliances.

B. Bidding Parameter:

The bidding parameter is 'Service Charge' which is a percentage (%) of the annual CTC (cost to company). The Authority shall define "indicative annual CTC" figures based on the requirement. The Agency is required to quote a Lumpsum amount as its 'service charge' excluding applicable GST as a percentage of the "indicative annual CTC" figure provided.

C. Indicative annual CTC:

For the purpose of bidding as per this RFP, the indicative annual CTC for all resources required by the Authority is being assumed as **INR 10,00,00,000**.

Example — Say, the indicative annual CTC for all resources required by the Authority as per RFP is **INR 10,00,00,000**

Now if one bidder quotes 1% as service charge, the selected bidder will be paid service charge as per the percentage (1% of Annual CTC), which amounts to **Rs. 10,00,000**.

D. Replacement of Manpower

- a. The manpower to be deployed under this contract must be dedicated in nature. However, the Authority reserves the right to request the Agency to replace the deployed resources if they don't perform to the satisfaction of the Authority.
- b. If the performance of the Agency is not satisfactory and defects are not rectified to the satisfaction of the Authority within 30 days of the receipt of the notice maximum penalty up to 1.0% of the total cost of the services for each week of delay shall be levied by the Authority.
- c. In case of unsatisfactory performance of any deployed resource, the Authority may ask the selected Agency to withdraw the resource, and a replacement shall be provided by the agency to the satisfaction of the Authority within 15 days from the intimation to the agency. Timelines would be fixed for different assignment and non-completion of such assignments within the defined time limit will be considered as poor performance / unsatisfactory.
- d. In case of manpower supply, the Agency will give a list of shortlisted candidates, which is at least 3 times of the required positions. The list shall be accompanied with updated resume/CV of the candidates. This should be done within 15 days from the issuance of the letter of request/ work order. The Authority after interviewing the 3 candidates may recommend the suitable candidate for replacement by Agency.
- e. The Agency will be responsible to conduct a thorough Antecedent verification of the candidates.

E. Supervision and Monitoring

The Agency shall supervise and monitor the professional manpower engaged on a regular basis. The Agency shall at all times indemnify and agree and undertake to defend and hold the Authority, harmless against all liabilities, damages, losses, expenses, claims, suits, proceedings, judgments, settlements, actions, costs of any nature whatsoever, whether directly or indirectly arising out the agreement executed between the Authority and the Agency.

F. Monthly remuneration

The selected Agency shall raise separate monthly invoices for;

- Amount towards salary of each of the deployed personnel in Authority's location.
- Monthly Service charges of the Agency towards deployment of personnel in in Authority's location.

G. Default of service

Deviation and/ or refusal and/ or non-compliance towards any of the obligations described in the Scope of Services would be treated as default of service by the selected firm. Upon, default of service, the Authority would reserve the right to forfeit the payment outstanding (if any) for the said job till that particular stage. In addition, the Authority would also have the right to terminate the agreement with the selected firm.

H. Contract Period:

Contract will be for a period of **2 years** from the date of execution of contract agreement with the Authority. The agreement can be renewed for a further period of **1 year** on same payment terms and conditions as per this RFP (Clause No.2 of ITB), if necessary.

I. Payment Terms and Schedule:

- i. Invoice shall be raised by the agency on making payment to the engaged resources within 5th day of every succeeding month without fail with all supporting documents (statutory deduction like Income Tax, PF, ESI etc.)
- ii. The reimbursement shall be made on receipt of invoice with all supporting documents within 15 days of receipt of the same by the Authority.
- iii. The Agency shall furnish a certificate to the effect that all deductions recovered from the engaged resources for the month preceding the invoice personnel are deposited with the respective Authority.
- iv. A committee to be formed by the Authority to assess the performance of the Agency.
- v. For deployment of personnel, the selected Agency shall raise invoices as follows;
Monthly invoices for amount towards gross salary of each of the deployed personnel in Authority's location along with the service charges and GST as applicable.
- vi. Performance of the selected candidates shall be reviewed by a committee appointed by the Authority after the end of each year and if found satisfactory, maximum escalation of 10% on the existing consolidated CTC as fixed by the Authority may be applicable. No separate conveyance, medical, HR and other allowances shall be provided to the selected candidates by the Authority.

J. Authority's inputs and Counterpart Services and Facilities:

Office space, furniture, printers, office stationery, laptop/desktop and internet connection to be made available to the deployed personnel by the organization availing the services.

K. Availability of resources at Authority's office:

All the deployed resources shall be available on all working days as per Govt, of Odisha calendar and as and when asked by the Authority and the casual leave shall be applicable as admissible from time to time.

SECTION: IV

SCHEDULE OF REQUIREMENT

SCHEDULE OF REQUIREMENT

The list of resources to be deployed will be shared with the manpower agency prior to signing of agreement

SECTION: V

GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

- 1.** For all intents and purposes, the Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of persons deployed. The persons deployed by the service provider shall not have any claim whatsoever like employer and employee relationship against the Authority under this agreement. The Service Provider shall make them known about their position in writing before deployment under the required service.
- 2.** The Service Provider must employ adult labour only. Employment of child labour will lead to the termination of the contract. Persons to be deployed by the Service Provider should be above 18 years of age and not exceeding 40 years and physically sound to perform the duties.
- 3.** The Service Provider will be overall responsible for the manpower deployed for performing the service. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.
- 4.** The Service Provider shall exercise adequate supervision to ensure performance of manpower deployed to provide the services in accordance with the requirements. The Service Provider shall depute one full time supervisor in concerned office of the authority, for overall management of the services to be rendered at the site.
- 5.** The Service provider shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensation, EPF & ESI, Bonus and Gratuity etc. relating to manpower to be deployed by it at the Authority’s location.
- 6.** Service Provider shall maintain complete official records of disbursement of wage s/ salary showing details of all supporting documents such as ESI, EPF etc. in respect of manpower deployed for the purpose.
- 7.** The Service Provider shall maintain personal file in respect of all the staff who are deployed in office of the authority. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (temporary/permanent), Bank Account, EPF/ESIC Details etc.
- 8.** The manpower to be deployed by the Service Provider should not have any adverse Police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. An undertaking to this respect must be provided by the manpower service provider prior to signing of the agreement.

9. The Service Provider will also ensure that the manpower deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such manpower who are not found suitable by this office for any reasons immediately on receipt of such a request.
10. The Service provider shall ensure that the manpower deployed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority.
11. The Service Provider shall provide uniform along with Photo ID Card to its personnel deployed at site at its own cost.
12. The Authority shall not be liable for any compensation in case of any fatal injury/death caused to any manpower while performing/discharging their duties/ for inspection or otherwise.
13. In case of any theft or pilferages, loss or other offences, the service provider will investigate and submit the report to the Authority and maintain liaison with the police. FIR will be lodged by the Authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.
14. 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.
15. 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.
16. In case of delay in providing required replacement, the amount of penalty calculated **at the rate of 1%** of the annual contract value per week on account of delay, shall be deducted from the monthly bills in the succeeding month.
17. There would be no increase in rates payable to the Service Provider during the Contract period. The service provider will be responsible for deposit of EPF, ESI, GST and other statutory dues as applicable from time to time and submit the proof of deposit to authority for records.
18. 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.
19. The Services 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.

20. 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.
21. In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed of at the level of Administrative Departments.
22. In the event of failure of Service Provider to provide Services as per the terms and conditions of the agreement, the Performance Security shall be forfeited. Any violation of instructions/agreement or suppression of facts will attract termination of contract with 1-month prior notice to the Service Provider.
23. The Service provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Authority.
24. 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.
25. Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider as Notice and respond to it in writing within 30 days after receipt. The same disputes will be settled amicably by both the parties in the interest of the work. If not settled amicably, both the parties will take the shelter of court of law at Bhubaneswar.
26. All disputes shall be under the jurisdiction of the court at ***Bhubaneswar***.
27. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages, etc. and any amount due to the service provider will be recovered by forfeiture of performance security.
28. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of manpower deployed and non-payment of statutory dues. The Authority will have no liability towards non-payment of remuneration to the persons deployed by the Service Provider and the outstanding statutory dues of the service provider to concerned authorities.
29. The Manpower Service Provider will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Mis-representation of documents/information, leads to termination of agreement.

SECTION: VI

TECHNICAL PROPOSAL
SUBMISSION FORMS

TECH-1

COVERING LETTER

(ON BIDDER'S LETTERHEAD)

[Location, Date]

To

**[Name and Designation of
Tender Inviting Authority]
[Office Address and Location]**

**Sub : Tender for Selection of Manpower Agency for providing Technical / Non-
Technical Manpower at office of the Managing Director, OB & CC LTD
Bhubaneswar**

Dear Sir,

I, the undersigned, offer to participate in the tender process to provide services for **providing Technical / Non-Technical Manpower at Office of Managing Director, OB & CC LTD, Bhubaneswar** 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 RFP document. In case any provision of this tender are found violated, then your office shall have the rights to reject our proposal including forfeiture of the earnest money deposit absolutely.

I remain,

Yours faithfully,

**Authorized Signatory
with Date and Seal**

Name and Designation: _____

Address of the Bidder: _____

TECH-2

Bidder's Organization (General Detail)

| Sl. No. | Description | Full Details |
|----------------|---|-----------------------|
| 1 | Name of the Bidder | |
| 2 | Details of Bid Processing Fee and Earnest Money Deposit: (Demand Draft Details) | DD No.: |
| | | Date: |
| | | Amount (Rs.) |
| | | Drawn on Bank: |
| 3 | Name of the Director | |
| 4 | Full Address of Registered Office | Postal Address: |
| | | Telephone No.: |
| | | FAX No.: |
| | | E-Mail Address: |
| 5 | Name & telephone number of the authorized person signing the bid | Name and Designation: |
| | | Mobile Number: |
| 6 | Bank Name | Account Number: |
| | | Bank and Branch Name: |
| | | IFSC Code |
| 7 | PAN Number (Attach self-attested copy) | |
| 8 | GSTIN (Attach self-attested copy.) | |
| 9 | Willing to carry out assignments as per the scope of work of the RFP | |

| | | |
|----|--|--|
| 10 | E.P.F. Registration No. (Attach self-attested copy.) | |
| 11 | PSARA License No. & Valid up to (Applicable In case of Security Services) | |
| 12 | Acceptance to all the terms & conditions of the tender (Yes/No). | |
| 13 | Power of Attorney / authorization letter for signing the of the bid documents | |
| 14 | Please submit an undertaking that no criminal case is pending with the police at the time of submission of bid. | |
| 15 | Kindly mention the total number of pages in the tender document. | |

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH - 3

Bidder Organization (Financial Details)

| Financial Information in INR | | | | |
|---|--------------------------|--------------------------|--------------------------|----------------|
| Details | <u>FY-2025-26</u> | <u>FY-2024-25</u> | <u>FY-2023-24</u> | Average |
| Turnover from manpower services only excluding Housekeeping/ Sanitation / Paramedical services (in Lakhs) | | | | |
| <p><i>Supporting Documents:</i></p> <p>Audited certified financial statements for the last Three FYs (preceding the financial year in which the proposal is due) (Submission of copies of Income & Profit/Loss and Balance Sheet for the respective financial years is mandatory along with this form)</p> <p><i>Filled in information in this format must have to be jointly certified and sealed by the CA(along with UDIN) and the authorized representative of the bidder and to be furnished scan copy along with the technical proposal failing which the proposal will be out rightly rejected.</i></p> <p><i>Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.</i></p> | | | | |

Signature and Seal of the Chartered Accountant with UDIN

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

TECH – 4

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

| Sl. no. | Period | Name of the Assignment with details of manpower / machineries deployed | Name of the Authority/ Authority with complete address, e-mail Id. and contact number | Contract Value (in INR) and Duration in Month | Date of Award/ Commencement of assignment | Date of Completion of assignment | Size of Authority Employees /Annual Revenue | Remarks if any |
|---------|--------|--|---|---|---|----------------------------------|---|----------------|
| A | B | C | D | E | F | G | H | I |
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

Note: Bidders are requested to furnish the list of eligible assignments of similar nature undertaken during the last 5 Years (preceding the due date of proposal) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document along with Completion Certificate from the previous Authoritys need to be furnished along with the above information-

TECH – 5

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 favour 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:

TECH - 6
DECLARATION

I, Shri Son/Daughter/Wife of Shri _____,
Proprietor/Director/ Authorized signatory of _____(Name of the
Service Provider), competent to sign this declaration and execute this tender;

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

The information and documents furnished along with the tender are true and authentic to the best of my knowledge and belief. I am well aware of the fact that, furnishing of any false information / fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of Authorized Representative with seal)

Place:

Date:

Enclosures:

1. Bid Processing Fee in the form of Demand Draft in original
2. EMD in the form of Demand Draft in original
3. Copy of tender document (each page must be signed and sealed)
4. Duly filled Technical Bid and Financial Bid
5. List of Documents as applicable

TECH - 7

UNDERTAKING FOR NON-BLACKLISTING

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

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

Yours sincerely,

Authorized Signature

[In full and initials]

Name and Designation of the Signatory : _____

Name of the Bidder and Address : _____

TECH – 8

UNDERTAKING

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

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

I/we further certify that Proprietor/Director/Persons to be deployed by our company 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: _____

TECH-9

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

Are there any activities carried out by your agency which are of conflicting nature as mentioned in Section II: [Instruction 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 in **Section 2: [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 Authority which shall be binding on us.

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

Communication Address of the Bidder: _____

SECTION: VII

Financial Proposal Submission Forms to be submitted online only

(Please refer to the BOQ Excel format uploaded with this RFP document in the e-tendering portal)

SECTION: VIII
ANNEXURES

ANNEXURE-I

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 | | |
| 7 | Copies of Income Tax Clearance Certificate for the last three Assessment Years | | |
| 8 | Copy of Valid EPF & ESI Certificate | | |
| 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 3years | | |
| 12 | Power of Attorney in favor 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: _____

ANNEXURE-II
PERFORMANCE BANK GUARANTEE FORMAT

To

Managing Director,
OB&CC Ltd., Bhubaneswar

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

Note: This draft Agreement is a generic document and has to be modified based on particulars of the assignment.

SERVICE AGREEMENT

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

This **SERVICE AGREEMENT** is made on _____ between, _____
(hereinafter called as the “**Authority**”) of the 1st Part and _____ its principal place of
business at _____ (hereinafter called the “**Service Provider**”) of the 2nd Part.

WHEREAS

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

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

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

- Appendix A: General Terms and Conditions;**
- Appendix B: Scope of Work;**
- Appendix C: Contract Price and Payment Term;**

2. The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Contract, in particular:

- (a) The Service Provider shall carry out the service in accordance with the provisions of the Agreement; and
- (b) The Certificate on the satisfactory performance of services by the Agency shall be issued by an Officer authorized by the Authority and in consideration of the Certificate of Satisfactory Performance of Services Provider, the Authority shall make such payments and in such a manner as is provided in the Agreement.

3. Mode of Payment

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

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

4. Now this agreement witnesses as below:-

- a)** That in consideration of the payment to be made by the “**Authority**” to the “**Service Provider**”, the “**Service Provider**” hereby agrees with the “**Authority**” to provide manpower resources to be engaged in the [*Insert the location*] in conformity with the provisions of the terms and conditions of the contract.
- b)** That the “**Authority**” hereby further agrees to pay the “**Service Provider**” the contract price at the time and in the manner prescribed in the said terms and conditions.
- c)** Financial limit under this Contract varies with changes in statutory dues and government taxes as applicable from time to time.
- 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:

Section X

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 2% 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 produce 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 a 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 upload 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.
- 9.2. On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.

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 complete.
- 10.4. If the L1 bidder does not turn up for agreement after finalization 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-I). 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 authorized 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.

ANNXURE-I

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 authority within two working days of receipt of instruction from TIA.</p> |

