

BID IDENTIFICATION NO: BP-I/43/2026-27 Dt. 02.07.2026.



**ODISHA TOURISM DEVELOPMENT CORPORATION LIMITED
(A Govt. of Odisha Undertaking)**

Panthanivas (Old Block): Lewis Road: Bhubaneshwar-14

TECHNICAL BID DOCUMENTS / DETAILED TENDER CALL NOTICE FOR THE
WORK: -

**“Installation of IP Based Surveillance System at 50
Nos. of WACs and different location.”**

(ITEM RATE TENDER)

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ODISHA TOURISM DEVELOPMENT CORPORATION LIMITED
(A GOVT. OF ODISHA UNDERTAKING)
PANTHANIVAS (OLD BLOCK): LEWIS ROAD: BHUBANESHWAR-14
INVITATIONS FOR BIDS (IFB)
E-mail: se.otdc@gmail.com

Letter No. 4110

Date: 02.07.2026

BID IDENTIFICATION NO: BP-I/43/2026-27 Dt.02.07.2026

The Superintending Engineer, O.T.D.C. Ltd., Bhubaneswar, on behalf of Governor of Odisha, invites bids in **Item Rate Single Cover ONLINE MODE** for the works:

S1 No.	Name of the Work	Approximate Value of work. (Rs)	Amount of Bid security	Cost of bid document + GST @18% (Rs)	Class of Contractor	Period of Completion
1	2	3	4	5	6	7
	Item Rate Single Cover					
1	Installation of IP Based Surveillance System at 50 Nos. of WACs and different location.	----	50,000/-	6,000/- + 1080/- (Online)	OEM / OEM Authorized agency	1(One) Calendar Months

Bid documents such as DTCN / BOQ etc. can be seen/ downloaded from the Govt. Website i.e. www.tendersodisha.gov.in during the period on **Dt.04.07.2026 to 17.00 Hours of Dt.13.07.2026.**

1. Online bids shall be received till 17.00 Hours of Dt.13.07.2026.
2. The bids will be opened at 11.30 Hours of Dt.14.07.2026 the office of the Superintending Engineer, O.T.D.C. Ltd, Bhubaneswar.
3. The authority reserves the right to reject any or all bids without assigning any reason thereof.
4. Any addendum / corrigendum / cancellation of tender can also be seen in the said websites.

Sd/-
Superintending Engineer
OTDC Ltd., Bhubaneswar.

CHECKLIST TO BE ENSURED BY THE BIDDER

Sl. No	Particulars	Reference to DTCN Clause No.	Whether furnished		Reference to Page no.
			Yes	No	
01.	Cost of tender paper Rs. 6,000.00 and GST @ 18% Rs. 1080.00 (Online)	No.4			
02.	Amount of Bid security of Rs.50,000.00 (Online)	No.4			
03.	Copy of valid Registration Certificate	No.69 (d)			
04.	All the intending agency to participate must have valid Goods and Service Tax (GST / CGST) registration with appropriate authority.	No.69 (d)			
05.	Copy of PAN Card	No.69 (d)			
06.	No Relationship Certificate in Schedule – A	53			
07.	Works Experience: The applicant should have supplied & installed CCTV to the State Govt/ Central Govt/ UT/PSU/Semi Govt. in last five years. (Completion certificate to be submitted). The past experience in similar nature of work should be supported by Certificates issued by the client's organization. In case the work experience is of Private sector the completion certificate shall be supported with copies of Letter of Award and copies of Corresponding TDS Certificates. Value of work will be considered equivalent to the amount of TDS Certificates.	Schedule-B			
08.	Turn over certificate (Bidder / Firm should have annual financial turnover of \geq Rs. 15.00 lakhs in any one year during last five years and the turn over need to be certified by a registered Chartered Accountant.)	No. 69 (h)			
09.	The applicant should produce STQC Certificate of the product.				
10.	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer (Schedule-C)	54			
11.	Affidavit (Schedule-D)	54			
12.	Scanned copy of Authorization letter of Original Equipment Manufacturer/ OEM Authorized Agency.	No. 69 (m)			
13.	Warranty certificate for 2 years				
14.	Work Programme.				
15.	e-mail ID & Contact No.				

N.B: -

- 1. The documents uploaded for one bid or part thereof shall not be considered during evaluation of other bid and each bid shall be evaluated as per the documents uploaded for the particular bid.**
- 2. The quoted rates shall be valid for one year and the quantity of items during procurement may vary as per requirement.**

CONTRACT DATA**A. GENERAL INFORMATIONS**

Sl. No.	Item	Details
1	Name of the Work	Installation of IP Based Surveillance System at 50 Nos. of WACs and different location.
2	Employer	Managing Director, O.T.D.C. Ltd., Bhubaneswar
3	Employer's Representative	Superintending Engineer O.T.D.C. Ltd., Bhubaneswar.

B. BID INFORMATION

5	Intended completion period/ Time period assigned for Completion	1 (One) Calendar Months
6	Last Date & time of submission of Bid	Date: 13.07.2026.
		Time 17.00 hours
7	Date of opening	Date: 14.07.2026
		Time: 11.30 A.M
8	Cost of Bid Documents	Rs. 6,000/- + Rs. 1080/- (GST) (Online)
9	Bid Security	Rs. 50,000/- (Online)
10	Performance Security	2% of the Quoted Amount
11	Bid validity period	90 days
12	Currency of Contract	Indian Rupee
13	Language of Contract	English

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 enroll 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. 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 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 bid security shall be forfeited.
- 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

3. AND COST OF BID DOCUMENTS: The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data in online mode. Non-submission of bid security within the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.

2.1 The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document.

2.2 Deleted.

2.3 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender (price bid). In the eventuality of failure on the part of the lowest successful bidder to procedure the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such as situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.

2.4 Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.

2.5 Government of Odisha has introduced e-payment gateway in to the portal for payment of cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway is mentioned in the **"Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids"**.

4. FORMAT AND SIGNING OF BID: (Logging to the Portal)-The Contractor/ Bidder is required to type his/her Login ID and Password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, Password and DSC combination and authenticates the login process for use of portal.

The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the final date and time of submission. The bidder shall only submit single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder cannot leave any figure blank. He has to only write the figures, the words will be self generated. The Bidders are advised to up load the completed Bid document well ahead of the last date & time of receipt to avoid any last moment problem of power failures etc.

4.1. 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.

4.2. 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.

4.2.1. 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.

4.2.2. In the e-procurement process each process 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.

4.2.3. 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 within a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents within the stipulated date, his bid security shall be forfeited.

SUBMISSION OF BIDS:-

- 4.3. 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, List of similar nature of works, 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.
- 4.4. 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.
- 4.5. 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.
- 4.6. 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.
- 4.7. The bidder shall log to the portal with his/ her DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents.
- 4.8. Bids cannot be submitted after due date and time. The bids once submitted can not 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 can not be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.
- 4.9. 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.
- 4.10. The Bidder should ensure clarity/ legibility of the document uploaded by him to the portal.
- 4.11. The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/ tender.
- 4.12. The bidder should check the system generated confirmation statement on the status of the submission.
- 4.13. The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- 4.14. The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 4.15. 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.
- 4.16. 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.

- 4.17. 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, his EMD/BID Security shall stand forfeited and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

5. SECURITY OF BID SUBMISSION:

- 5.1. 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.
- 5.2. 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.

6. DEADLINE FOR SUBMISSION OF THE BIDS:

- 6.1. 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:

- 6.2. Resubmission of bid by the Bidders for any number of times before the final date and time of submission is allowed.
- 6.3. Resubmission of bid shall require uploading of all documents including price bid afresh.
- 6.4. 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.

7. LATE BIDS:

- 7.1. 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.

8. MODIFICATION AND WITHDRAWAL OF BIDS:

- 8.1. 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.
- 8.2. 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.

9. OPENING OF THE BID:

- 9.1. 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 their 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.

- 9.1.1.1. 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.

- 9.1.1.2. Each activity is date and time stamped with user details. For time stamping, server time is taken as the reference.
- 9.2. 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.
- 9.3. 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".
- 9.4. During bid opening, the covers containing original financial instruments towards Cost of bid and Bid Security in the form specified in the DTCN, received after last date of receipt of bid and before opening of the bids shall be opened and declared.
- 8.4.1. Combined bid security for more than one work is not acceptable.
- 8.4.2. 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.
- 9.5. 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.
- 8.5.1. The Opening Officers will systematically check the scanned demand draft towards cost of the bid document and the scanned document of Bid security with that of the original submitted. If found in order, they will continue opening of all other documents in the system provided under Technical Bid.
- 8.5.2. Subject to confirmation of the bid security by the issuing institutions, the bids accompanied with appropriate bid cost and valid bid security will be taken up for evaluation with respect to the qualification Information and other information furnished.

EVALUATION OF BIDS:-

- 8.5.2 (A) 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".
- 8.5.3. 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.
- 8.5.4. 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.
- 8.5.5. 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 as complete.
- 10.4. If the L1 bidder does not turn up for agreement after finalisation of the tender then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium/ JV/firm where such an agency/ firm already happens to be or is going to be a partner/ member/ proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him/ them. In that case, the L2 bidder, if fulfils other required criteria would be called for drawing agreement for execution of work subject to condition that the L2 bidder negotiates at par with the quoted by the L1 bidder, otherwise the tender will be cancelled.

11. BLOCKING OF PORTAL REGISTRATION

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.3.1 Fails to furnish original Technical Documents before the designated officer within the stipulated date and time.
- 1.3.2 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)
- 1.3.3 Fails to execute the agreement within the stipulated date.
- 1.3.4 If any of the information furnished by the bidder is found to be false/ fabricated/ bogus. Accordingly, the officer Inviting Tender shall recommend 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 bidder's 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) 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 organizations 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 authorized 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>

Instruction to Bidders (ITB) E-procurement

1. NOTICE INVITING BID AND OBTAINING BID DOCUMENTS:

- 1.1. The authority belonging to the major discipline is competent to invite tender of composite bids. He will also nominate the Superintending Engineer who will deal with all matters relating to the bids in the invitation of bids.
- 1.2. For composite tender, estimated cost of each component should be clearly indicated in addition to combined estimated cost put to tender. The eligibility of bidders will correspond to the combined estimated cost of different components put to tender.
- 1.3. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules /amendments issued there under from time to time. If he fails to do so, it will be considered a breach of the contract and the Superintending Engineer may at his discretion without prejudice to any other right or remedy available under law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the said Act by him.
- 1.4. The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices quoted in the Bill of Quantities, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the work and the remedying of any defects therein.
- 1.5. The successful bidder shall complete the works by the intended completion date specified in the Contract data.
- 1.6. Throughout these bidding documents, the terms " bid and tender" EMD and Bid Security and their derivatives (bidder / tenderer, bidding / tendering, etc.) are synonymous.
- 1.7. In case the tender for composite work includes in addition to main work / building work all other ancillary works such as sanitary and water supply installations, drainage installation, electrical work, Firefighting installation, horticulture work, roads and paths and gate works in dams and canals etc. , the bidder apart from being a registered civil Contractor of appropriate class must associate himself with agencies of appropriate class those who is eligible to tender for sanitary and water supply drainage, electrical, Firefighting installation and horticulture works in the composite tender. Intending purchasers are not required to produce any documents viz. copy of Registration, GST Registration certificate & GSTIN etc, at the time of purchase of tender documents but will be required for verification purpose at later stage. Furnishing 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. The L1 Bidder is required to attend the officer inviting the bid for **verification of original documents** within **five days** of opening the Price bid.
- 1.8. 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 with some information about the firm/Contractor. This is a onetime activity for registering in Portal. During registration, the contractor has to attach a Digital Signature Certificate (DSC) to his / her unique user 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 e-Mudra etc.
 - 1.8.1. 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.

- 1.8.2. The tender documents uploaded by the Tender Inviting Officer in the website **www.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 download the bid documents from the web site.
- 1.8.3. 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.
- 1.8.4. If 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, bidders will be required to avail on-line payment.
- 1.9. The bidders are to participate in the bid on-line.
- 1.10. **DELETED.**
- 1.11. 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.
- 1.12. 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.

2. ELIGIBLE BIDDERS:

- 2.1. This Bid is open to **all** Contractors of the class mentioned in the *Invitation for Bids* registered with the State Governments and Contractors of Equivalent Grade/ Class Registered with Central Government/ MES/ Railways for execution of civil works. The Bidders are required to enclose the proof of registration from the registering authority along with the Bid subject only to the registration in the portal using his/her DSC for on-line bids.
- Contractors not registered with Govt. of Odisha can participate in the e-procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the state Govt. before award of the work as per prevalent registration norms of the state.**
- 2.2. All bidders *shall* provide a statement that the bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Engineer-in-Charge to provide consulting services for the preparation or supervision of the works, and any of its affiliates shall not be eligible to bid.
- 2.3. If the bidder has a relative employed as an Officer in the rank of an Assistant Engineer/Under Secretary and above in the Government of Odisha in the concerned Department, he shall inform the same in **Schedule-I** of the bid document mentioning the exact details in a covering letter along with the tender, failing which his bid will not be considered. Also if the fact of relationship subsequently comes to light, his contract will be rescinded. The bid security or the performance security will be forfeited and he shall be liable to make good any loss or damage resulting from such cancellation. In case the bidder has no relationship with any of the officers mentioned above he shall have to furnish with his bid an undertaking to that effect.
- 2.4. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the concerned Department. Any breach of this condition by the contractor would render him liable for penal action for suppression of facts.

- 2.5. No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Odisha is allowed to work for contractor for a period of two years after his retirement from Government service, without prior permission of the Government of Odisha in writing. Such a contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of Odisha as aforesaid before submission of the tender for engagement in the contractor's service.

3. **QUALIFICATION CRITERIA:**

- 3.1. For submission of Bids through the E-Procurement Portal, the bidder shall up-load the scanned copy/copies of documents listed under clause 3.2 in prescribed format wherever warranted in support of eligibility criteria and qualification information. **The L-1 bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal within 5 days of opening of price bid.** The Bids from Joint ventures are not acceptable.
- 3.2. The bid shall include following information and documents.
As per the Check List
- 3.3. **DELETED**
- 3.4. *The Bidders are subject to be disqualified if they have:*
- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
 - Participated in the previous bidding for the same work and had quoted unreasonable prices and could not furnish rational justification to the Engineer-in-Charge.
 - Indulged in unlawful & corrupt means in obtaining bids.
 - Been black listed/their registrations by the competent authority.

4. **ONE BID PER BIDDER:**

- 4.1. Each bidder shall submit only one bid for one package. A bid is said to be responsive if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the E-Procurement portal.

5. **COST OF BIDDING:**

- 5.1. The bidder shall bear all costs associated with the preparation and submission of his bid, and the Engineer-in-Charge will in no case be responsible and liable for those costs.
- 5.2. All the rates and prices in the bid shall cover all taxes, GST Registration certificate & GSTIN, ferry, tollage charges and royalties and any other charges except GST.
- 5.3. The rate of royalties and taxes prevailing on the date of measurement shall be considered while making deductions in the bills.
- 5.4. The successful bidder shall make his own arrangement for all materials unless otherwise specified in the conditions of contract.

6. **SITE VISIT:**

- 6.1. Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for

executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of work.

- 6.2. The bidder, in preparing the bid, shall rely on site Investigation Reports referred to in the Contract Data, supplemented by any information available to the bidder.
- 6.3. The Officer inviting the bid / Engineer-in-Charge will clarify queries on the Contract Data on requisition by the intending Bidder. The bidder may ask question in the e-procurement portal using his DSC; provided the questions are raised before the date mentioned in the home page under critical dates.

B. BIDDING DOCUMENTS

7. GENERAL INSTRUCTIONS:

- 7.1. The description of the work is as mentioned under Invitation for Bid.
- 7.2. The bids uploaded by the Tender Inviting Officer may consist of general arrangements drawings or typical sections of the project. Bidder may download these drawings and take out the print for detail study. Any other drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Superintending Engineer as mentioned in the contract data will be open for inspection during working hours on all working days by the bidders. The bidder is required to download all the documents including the drawings for preparation of his bid. It is not necessary on the part of the Bidder to upload the drawings other Bid documents (after signing) while uploading his bid. He is required to upload documents related to his qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred to all the drawings and documents uploaded by the Officer Inviting the Bids. 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 document by the Officer Inviting the Bids will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.
- 7.3. The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, and technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk.

8. CLARIFICATION OF BIDDING DOCUMENTS:

- 8.1. Bid documents consisting of drawings, plans, specifications, the schedule of quantities of the various items of work to be done and the set of terms & conditions of contract to be complied with by the contractor who intends to bid and other necessary Documents can be seen in the office of the officer inviting the Bid during office hours everyday except on Sundays & Public Holidays till last date of sale of tender paper.
- 8.2. **No paper copy of the bid shall be sold.**
- 8.3. The Contract Data to bid shall be filled and completed in the office of Officer inviting bid before issue of bid documents. If the documents are issued to the intending bidder without having been so filled in & completed, he shall request the officer inviting the bid to have this done before he completes and delivers his bid.
- 8.4. **The bidder can seek clarification on the bids** which he received earlier than 15 days prior to the deadline for submission of bids. The Employer's response will be forwarded through the e-mail ID of the enquirer.
- 8.5. ***PRE-BID MEETING: DELETED***

9. AMENDMENT OF BIDDING DOCUMENTS:

- 9.1. Before **the** deadline for submission of bids, the officer inviting the Bid may modify the bidding documents by issuing addenda.

- 9.2. Any **addendum** thus issued shall be part of the bidding documents and shall be notified in the website **www.tendersOdisha.gov.in** / notice board and through paper publication.
- 9.3. To give **prospective** bidders reasonable time in which to take an addendum into account in preparing their bids, the Officer inviting the Bid if also happens to be the Engineer-in-Charge with the permission of the higher authority may, at his discretion, extend as necessary the dead line for submission of bids.

C. PREPARATION OF BIDS

10. LANGUAGE OF THE BID:

- 10.1. All documents relating to the Bid shall be in the English / Hindi / Oriya language. Bids submitted in any other language shall be summarily rejected.

11. DOCUMENTS COMPRISING THE BID:

- 11.1. Following documents will be deemed to be part of the bid even if not submitted with the bid.

- i. Invitation for Bids (IFB)
- ii. Instructions to bidders (ITB)
- iii. Conditions of Contract
- iv. Contract Data
- v. Specifications
- vi. Drawings

- 11.2. All the volumes/documents shall be provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and upload the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the percentage rate in the BOQ down loaded for the work in designated Cell and up-load the same in designated locations of Financial Bid. Submission of document shall be effected by using DSC of appropriate class.

- A. **Cost of "Bid document" & "Bid Security"** shall be remitted online using e-procurement Gateway

- B. **"Technical Bid"** shall comprise.
- (i) Declaration under the Official Secret Act, 1923
 - (ii) Qualification Information and supporting documents,
 - (iii) Certificates, undertakings, affidavits,

- C. **"Financial Bid"** shall comprise.
- (i) Priced Bill of Quantities

12. PROPOSAL BY THE BIDDER:

- 12.1. **In the E-Procurement Portal**, an intelligent Bill of Quantity in Microsoft Excel format shall be made available to the bidder.
- 12.2. For **Item rate** tenders, the bidder shall fill in rates in figures and should not leave any cell blank. The line-item total in words and the total amount shall be calculated by the system and shall be visible to the bidder.
- 12.3. In case of **percentage rate** tender, the bidder will only fill in the designated cell and activate "less" or "excess" to indicate how much his price offer is excess or less (**Up to two decimal Place**) than the estimated amount.
- 12.4. The **bidder** shall bid for the whole works as described in the Bill of Quantities.
- 12.5. Bidders **shall** submit offers that fully comply with the requirements of the bidding documents, including the Conditions of Contract basic technical design as indicated in the drawing and specification. **Conditional offer or alternative offers will not be considered** in the process of bid evaluation.

- 12.6. All duties, taxes, excluding GST including Building and other Construction Workers Welfare Cess @ 1% payable by the contractor under the contract, or for any other cause shall be included in the rates, prices submitted by the bidder. Taxes on material in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same except GST payable for works contract.
- 12.7. In the case of any bid where unit rate of any item/items appear unrealistic, such bid will be considered as unbalanced and in case the bidder is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.
- 12.8. Bidders while quoting their offers shall consider the following as regards price adjustment towards **Cement, Steel&Bitumen** and escalation of **all components** of work **as per Sub-Clause 31 of Condition of P-1 Contract**.
- 12.9. **Deleted.**
- 12.10. **Deleted.**
- 12.11. **Deleted.**
- 12.12. **Deleted**
- 12.13. The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a **Provisional** Sum) and all matters and things necessary for the proper execution and completion of the work and the remedying of any defects therein.
- 12.14. The **contractor shall** conform in all respects, by giving all notices and paying all fees, with the provisions of:
- i) Any national or State Statue, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the works and remedying of any defects therein, and
 - ii) The rules and regulations of all public bodies and companies whose property rights are affected or may be affected in any way by the works.
- 12.15. **FOR COMPOSITE BIDS: DELETED.**

13. CURRENCIES OF BID AND PAYMENT:

- 13.1. The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

14. VALIDITY:

- 14.1. Bids shall remain valid for a period not less than **90 days** or the period mentioned in the Contract Data, after the deadline date for submission of bid as specified in the notice inviting the Bids. A Bid valid for a shorter period shall be rejected by the Engineer-in-charge as non-responsive.
- 14.2. In exceptional circumstances, prior to expiry of the original time limit, the Officer inviting the Bid may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable or by e-mail.
- 14.3. **DELETED.**

15. BID SECURITY:

- 15.1. The Bidder shall remit a bid security for the amount mentioned under Contract Data.
- The successful lowest bidder will produce the original of all scanned documents for verification 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 three years and will be blacklisted by the competent authority. In such a situation, successful L-2 bidder will**

be required to produce his original documents for consideration of his/her tender at the negotiated rate equal to L-1 bidder.

15.1.1. **DELETED**

15.1.2. **DELETED.**

15.1.3. **DELETED**

- 15.2. The Bid shall be declared non-responsive and shall be rejected if submitted without an acceptable Bid Security and not secured as indicated in Sub-Clauses 15.1.
- 15.3. Combined bid security for more than one work is not acceptable.
- 15.4. In the case of Government Undertakings, Co-operatives Societies, Diploma or Degree holders in Engineering who are registered with the Government of Odisha, the rules framed by government from time to time about Cost of Bid documents, Bid security, performance security will apply.
- 15.5. The bid Security of unsuccessful bidders will be returned within 28 days of the end of the validity period specified in Sub-Clause 14.1.
- 15.6. The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security and Additional Performance security if any
- 15.7. The Bid Security may be forfeited
- 15.7.1. If the bidder withdraws the bid after opening of the bid but within the period of validity.
- 15.7.2. If the Bidder seeks any revision of rates or backs out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bids.
- 15.7.3. **DELETED.**
- 15.7.4. In the case of a successful bidder, if the bidder fails within the specified time limit to
- 15.7.4.1. Sign the Agreement; or
- 15.7.4.2. Furnish the required Performance Security including additional performance security if any.

16. FORMAT AND SIGNING OF BID:

- 16.1. The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the final date and time of submission. The bidder shall only submit single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder cannot leave any figure blank. He has to only write the figures, the words will be self-generated. The Bidders are advised to up-load the completed Bid document well ahead of the last date & time of receipt to avoid any last moment problem of power failures etc.
- 16.2. The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form, price bid etc and store in the system.
- 16.3. The bidder shall log on to the portal with his DSC and move to the desired tender for uploading 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.
- 16.3.1. 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.
- 16.3.2. In the e-procurement process, each process is time stamped. The system can identify each individual who has entered into the portal for any bid and the time of entering into the portal.

- 16.3.3. 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 Bids if so desires, **can ask for legible copies for clarification within a stipulated period of 7 days**, provided such document in no way alters the Bidder's price bid. **If the Bidder fails to submit Such documents with in the stipulated date, his bid shall be evaluated on it's own merit.**

D. SUBMISSION OF BIDS

17. SECURITY OF BID SUBMISSION:

- 17.1. 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.
- 17.2. 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.

18. DEADLINE FOR SUBMISSION OF THE BIDS :

- 18.1. 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 a holiday for the Officer inviting the Bid.
- 18.2. The officer inviting the bid may extend the deadline for submission of bids by issuing an amendment in accordance with Sub-Clause 9.3, in which case all rights and obligations of the officer inviting the bid & Engineer-in-Charge and the bidders previously subject to the original deadline will then be subject to the new deadline.

19. LATE BIDS:

- 19.1. 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.

20. MODIFICATION AND WITHDRAWAL OF BIDS:

- 20.1. 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 within the designated time of receipt, the bid already in the system shall be taken for evaluation.
- 20.2. In the E-Procurement Portal, with-drawl 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 of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

E. OPENING AND EVALUATION

21. OPENING OF THE BID:

- 21.1. Bid opening dates are specified during tender creation or can be extended vide corrigendum. These dates are 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 their public keys and can be decrypted only on or after the Bid Opening due date. 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.

- 21.1.1. 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.
- 21.1.2. Each activity is date and time stamped with **user** details. For time stamping, server time is taken as the reference.
- 21.2. 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**.
- 21.3. 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”.
- 21.4. 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.
 - 21.4.1. **After receipt of confirmation of the bid security**, the bidder will be asked in writing to clarify his technical bid, if necessary.
 - 21.4.2. The bidders will respond in **not more than 7 days** of issue of the clarification letter, which will also indicate the date, time and venue of opening of the Financial Bid.
 - 21.4.3. 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 email ID that their bid has been found non-responsive.
- 21.5. The Technical evaluation of all the bids will be taken up as per the information furnished by the Bidders. **If any of the information/ statements/documents/certificates furnished by the bidder is found to be false/fabricated/bogus, his EMD/Bid Security shall stand forfeited and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.**
- 21.6. After **technical** evaluation of the bidders and selection of the qualified bidders, the financial bids of the technically qualified bidders shall be opened on the due date of opening. Members of the bid opening committee log on to the system in sequence and open the financial bids for the technically qualified bidders. The opening of financial bid by the opening officer using their DSC shall decrypt the financial bids.
 - 21.6.1. Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information asked for in the bid pursuant to Clause-3.
 - 21.6.2. The Officer inviting Bid shall ensure that all the Bidders are individually intimated about the date, time & venue of opening of the financial bid along with the responsiveness of the Technical Bid.
 - 21.6.3. The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wish to be present.
 - 21.6.4. At the time of opening of “Financial Bid”, the names of the bidders whose bids were found responsive in accordance with Sub-Clause 24.1 will be announced. The bids of only those bidders will be opened. The remaining bids will be rejected.

- 21.6.5. The responsive bidders' names, the bid prices, the item wise rates the total amount of each item, 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 opening.
- 21.6.6. Special conditions and/or rebate/discount offer if any uploaded to the system shall be declared and recorded first.
- 21.6.7. The Financial bid of the bidders shall be opened one by one by the designated officers. **The system shall auto-generate the Comparative statement.**
- 21.6.8. 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.

22. PROCESS TO BE CONFIDENTIAL:

- 22.1. Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the officer inviting the bid, processing of bids or award decisions may result in the rejection of his bid.

23. CLARIFICATION OF BIDS:

- 23.1. To assist in the examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask any bidder for clarification of his rates including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable or by e-mail, but no change in the bid price or substance of the bid shall be sought, offered.
- 23.2. Subject to sub-clause 23.1, no bidder shall contact the officer inviting the bid on any matter relating to his bid from the time of the opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the officer inviting the bid, it should do so in writing.

24. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

- 24.1. During the detailed evaluation of "Technical Bids", the officer inviting the bid will determine whether each bid: -
 - 24.1.1. Whether the Bid security is confirmed by issuing institution/bank.
 - 24.1.2. Has submitted legible documents for evaluation
 - 24.1.3. Meets the eligibility criteria defined in *Clause 3* and;
 - 24.1.4. Is substantially responsive to the requirements of the bidding documents.
- 24.2. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.
- 24.3. A substantially responsive "Financial Bids" is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one
 - 24.3.1. Which affects in any substantial way the scope, quality, or performance of the works?
 - 24.3.2. Which limits in any substantial way, inconsistent with the bidding documents, the right of the officer inviting the bid or the bidder's obligations under the contract or
 - 24.3.3. Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 24.4. If a "Financial Bid" is not substantially responsive, it will be rejected by the officer inviting the bid, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- 24.5. 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.

25. EVALUATION OF BIDS: DELETED

- 25.1. If the officer **inviting** the Bid in his opinion judges that the price quoted by the lowest qualified bidder is high or a special condition imposed by the bidder is to be withdrawn, the bidder shall be invited for negotiation by the officer inviting the Bid or by an officer authorised by him in writing. **Negotiations** of financial bid with **only the lowest bidder** shall be carried out, if necessary. Negotiation of bid will be carried out by manual way.
- 25.2. **DELETED.**
- 25.3. **DELETED**
- 25.4. **DELETED.**
- 25.5. **DELETED.**

F. AWARD OF CONTRACT

26. AWARD CRITERIA:

- 26.1. The officer inviting the bid will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated price.
- 26.2. On acceptance of the tender, the Contractor shall name in writing his accredited representative(s) who would be responsible for taking instructions from the Engineer-in-Charge.
- 26.3. Competent Authority on behalf of Governor of Odisha reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
- 26.4. The successful bidder registered under other State Government / MES / Railways / CPWD in equivalent rank has to register under state PWD before signing of the agreement.

27. OPTIONS IF THE BIDDER BACKS OUT FROM BIDDING PROCESS:

- 27.1. In case the 1st lowest Bidder or even the next lowest Bidder withdraw in series one by one, thereby facilitating a particular Bidder for award, then they shall be penalized with adequate disincentives with forfeiture of EMD/Bid Security unless adequate justification for such back out is furnished. Appropriate action for blacklisting the bidder shall also be taken apart from dis-incentivising the bidder.
- 27.2. The bidding process shall be deemed to be complete till the date of issue of letter of acceptance. If the bidder fails to sign the agreement within the stipulated period mentioned under clause 29.2, his bid security shall stand forfeited.

28. RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:

- 28.1. The competent authority on behalf of the Governor of Odisha does not bind him to accept the lowest or any other tender and reserves to him the authority to reject any or all the tenders received without assigning any reason.
- 28.2. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

29. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 29.1. 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. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

- 29.2. The bidder shall within 15 days of issue of letter of acceptance, furnish the Performance security & additional Performance security (if any) in the prescribed form & the work programme & shall sign the agreement in prescribed format, failing which the Engineer-in-Charge shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Bid Security absolutely. The agreement will incorporate all agreements between the officer inviting the bid and the successful bidder.

If 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. In that case, the L2 bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled. In case a contractor is black listed, it will be widely published and intimated to all departments of Government and also to Govt. of India agencies working in the state.

(Amendment to Para-3.5.14 Note-I of OPWD Code Vol.-I by inclusion).

- 29.2.1. Following documents shall form part of the agreement.

29.2.1.1. The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence & documents leading thereto & required amount of performance security including additional performance security as per sub clause 29.2 hereof.

29.2.1.2. Standard Bid Document P.W.D. Form **P-1**

- 29.3. The letter to proceed with the work shall be issued by Engineer-in-charge only after signing of the agreement. The notification of award will constitute the formation of the contract subject only to the furnishing of performance security and additional performance security in accordance with the provisions of the agreement.
- 29.4. On acceptance of the composite bids by the competent authority the letter of award will be issued by the Engineer-in-Charge of the major component of the work on behalf of the Governor of Odisha.
- 29.5. Upon signing of the agreement by the successful bidder, the Engineer-in-Charge will promptly notify the other bidders that their bids have been unsuccessful.

30. CORRUPT OR FRAUDULENT PRACTICES:

- 30.1. The Engineer-in-Charge will reject a proposal for award if he determines that the bidder recommended for award has been engaged in corrupt or fraudulent practices in competing for the contract in question. He will report to the Officer Inviting Bid / next higher authority.
- 30.2. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

DETAILED TENDER CALL NOTICE

1. **Percentage rate** bids are invited in Single cover system from the Class of eligible Agencies registered with the State Government/ Central Government/ Union Territory for the work: **“Installation of IP Based Surveillance System at 50 Nos. of WACs and different location.”** Agencies not registered with Govt. of Odisha can participate in the e-procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Govt. before award of the work as per prevalent registration norms of the state.
 - a) This detailed Tender Call Notice along with the clauses mentioned herein shall form a part of the contract and agreement.
2. The Bid documents are available on official website of Government: <https://www.tendersorissa.gov.in> from **dt.04.07.2026** to 17.00 Hours of **dt.13.07.2026**. The last date and time of submission of Bid is as per contract data.
3. The Technical Bid documents (Cover-I) will be opened by the assigned officer in the office of Superintending Engineer, OTDC Ltd. at 11.30 Hours on **dt.14.07.2026** in the presence of the bidders or their authorized representatives who wish to attend. After evaluation of the documents contained in Cover-I, the Cover-II containing price bids of the technically responsive bidders will be opened. The date, time and place of opening the price bid will be intimated to the eligible qualified bidders through system generated E-mails.
4. Deleted.
5. The bid is to be submitted in two covers.
 - i) **Cover-I** is to contain registration certificate, PAN, profit-loss statement, list of similar nature of works, work in hand, affidavit, turn over certificate and all other documents required as per the relevant clauses of this DTCN. The contractor belonging to outside of state of Odisha and not started business should submit an undertaking in the form of an affidavit indicating therein that they are not registered under Odisha as they have not started any business in the state of Odisha and they have no liability in Odisha. But before award of final contract, such bidders will have to produce the relevant authentic document.
 - ii) **Cover-II** is to contain the PRICE BID duly filled in and digitally signed by the bidder.
6. Furnishing scanned legible copy of original registration certificate, PAN card along with the Technical Bid is mandatory otherwise his / her bid shall be declared as non responsive and thus liable for rejection.
7. Deleted.
8. The Tenderer in order to take part in this tender should submit Authorization letter of Original Equipment Manufacturer/ OEM Authorized Agency. If an individual makes the application, the individual should sign (with DSC) above his full type written name and current address.
9. If the application is made by proprietary firm, it shall be signed (with DSC) by the proprietor & furnish full type written name and the full name of his firm with its current address in a forwarding letter.

10. If the application is made by a firm in partnership, it shall be signed (with DSC) by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
11. If the application is made by a limited company or a corporation, it shall be signed (with DSC) by a duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the technical bid.
12. The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wordings will not be accepted.
13. The work is to be completed in all respects within (45) Forty-five days from the date of issue of work order. Before acceptance of tender, the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone liquidated damages will be imposed.
14. All tenders received during the scheduled period will remain valid for a period of 90 (ninety) days from the last date prescribed for receipt of tenders and validity of tenders can also be extended if agreed by the tenderers and the tender inviting officer.
15. By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat / rice referred to above, medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials with taxes, octroi, other duties, leads, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in-Charge of the work and his authorized subordinates. After acceptance of the contract rate, Odisha Tourism Development Corporation Ltd. / Government of Odisha will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors.

Engineers in charge would be responsible for ensuring the quality of the materials supplied. The contractors would, however, be responsible for procurement of material from authorized sources and voluntarily disclose the source of procurement for the purpose of billing. Besides, the bidder would be required to submit the details of quarry for procurement while submitting the bids.

16. The bid must be accompanied by bid security / EMD of Rs.50,000.00/- (Rupees Fifty Thousands) only.
17. The tender should be accompanied with the scanned copies of the valid registration certificate, and PAN card which are mandatory, otherwise his / her bid shall be declared as non-responsive and thus liable for rejection. The contractor belonging to outside state of Odisha and not started business should submit an undertaking in the form of an affidavit indicating therein that they are not registered under Odisha as they have not started any

business in the state of Odisha and they have no liability in the state of Odisha. But before award of final contract, such bidders will have to produce the relevant authentic document.

18. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the items mentioned in the Tender Call Notice. Any change in the wording will not be accepted.
19. The department reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.
20. The earnest money of the L₁ bidder will be retained and will be dealt with as per terms and condition of O.P.W.D. Code. The retention of E.M.D. with the Odisha Tourism Development Corporation Ltd. will carry no interest.
21. The Engineer-in-charge will notify the bidder / tenderer whose bid has been accepted for the award prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (Hereinafter and in the contract called the "Contract Price").

The Notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) in form of Bank Gurantee/Deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Post Office Time Deposit Account duly pledged in favour of the Managing Director, Odisha Tourism Development Corporation Ltd., Bhubaneshwar & payable at Bhubaneshwar and in no other form, which including the amount already deposited as bid security (earnest money) shall be 2% of the value of the tendered amount (excluding 1% deposited towards hiring of equipments / machineries from outside the state, if any) and sign the agreement in the P.W.D. form of P₁ (Schedule XLV No. 61) for the fulfillment of the contract in the office of the Superintending Engineer and payable at Bhubaneshwar or as directed. The security deposit together with the earnest money and the amount withheld according to the provision of P₁ agreement shall be retained as security for the due fulfillment of this contract in accordance with the provisions of the agreement.

The agreement will incorporate all agreements between the officer inviting the bid / Engineer-in-Charge and the successful bidder within 15 days following the notification of award along with the Letter of Acceptance. The successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement:

- a) The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security.
- b) Standard P.W.D. Form P₁ with latest amendments. Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the Bid Security (earnest money). No contract (tender) shall be finally accepted until the required amount of initial security money is deposited. The security will be refunded after 60 (Sixty) months of completion of the work & DLP and payment of the final

bill and will not carry any interest. As concurred by Law Department & Finance Department In their U.O.R. No 848, dt.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of tender by the competent authority.

22. The contractor should be liable to fully indemnify the Odisha Tourism Development Corporation Ltd., Bhubaneswar for payment of compensation under workmen compensation act. VIII of 1923 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
23. Tenderers are required to liable by fair wages clause as introduced by Govt. of Odisha, Works Department letter No.VII (R&B) 5225, dt.26.2.55 and No.II, M-56/61-28842 (5), dt.27.9.61.
24. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category:
 - a) Rent, royalties, cess and other charges of materials, and all other duties from time to time. Ferry, tolls, conveyance charges and other cost on account of land, buildings including temporary building required by the tenderer for collection of materials, storage, housing of staff or other purpose of the work are to be borne by the contractor at his own cost. Temporary work shed / labourer shed / stores shed etc. constructed by the contractor at work site shall have to be demolished and debris removed and ground made good and cleared after completion of the work at no extra cost.
 - b) Royalty will be recovered from each bill as notified by Govt. from time to time unless K Forms are enclosed. Refund of royalty at later date after passing of the bills cannot be entertained as the recovery of royalty is being credited to revenue.
 - c) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local labour laws and health authorities shall have to be provided by the Contractor at his own cost.
 - d) Arrangement of suitable water supply including pipe water supply where available for the staff and labour as well as for the execution of the work is sole responsibility of the Contractor and no extra cost for carriage of water will be entertained.
 - e) All fees and dues levied by Municipal, Canal or Water Supply Authorities are to be borne by the Contractor.
 - f) Suitable safety equipments and dresses, gloves, life belts etc. for the labourers engaged in risky operations are to be supplied by the contractor at his own cost.
 - g) Suitable fencing barriers, signals including paraffin and electric signals where necessary at work and approaches in order to protect the public, labourers and employees from accident has to be provided by the Contractor at his own cost.
 - h) Compensation including cost of any legal suit for injury to persons or property arising out of execution of the work and also any sum, which may become payable due to operation of the Workmen Compensation Act, shall have to be borne by the contractor.

- i) The contractor has to arrange adequate lighting arrangements for the work wherever necessary at his own cost.
25. No payment will be made for layout, benchmark, level pillars, profiles and benching and leveling the ground required, which has to be carried out by the contractor at his own cost. The rates to be quoted should be for finished items of work inclusive of carriage of all materials and all incidental items of work.
26. After the work is finished all surplus materials should be removed from the site of work. Preliminary work such as vats, mixing platforms, etc. should be dismantled and all materials removed from the site and premises left neat and this should be included in the rates. No extra payment will be made to the Contractor on this account.
27. It should be understood clearly that no claim whatsoever will be entertained to extra items of works, quantity of any item besides estimate amount unless written order is obtained from the competent authority and rate settled before the extra items of work or extra quantity of any items of work is taken up.
28. The tenderers shall have to abide by the C.P.W.D. safety code rules introduced by the Govt. of India, Ministry of Works and Housing & Supply in their standing order No.44150, dt.25.11.57.
29. No part of the contract shall be sublet without written permission of the concerned Superintending Engineer. Also, no part of the contract shall be transferred to others by any power of attorney authorizing them to receive payment on contractor's behalf.
30. Bid documents consisting of plans / drawings, specifications, schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the undersigned during office hours, every day except on Second Saturdays, Sundays and Public Holidays till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the same address. But it must be clearly understood that tenders must be received in order and according to instructions in complete shape. Incomplete tender is liable for rejection.
31. **No Relation certificate.**
The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the Odisha Tourism Development Corporation Ltd., Bhubaneswar. or Under Secretary & above in the Tourism Department of Government of Odisha. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable of make good to damages the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide Schedule-A.
32. If any advance / Secured advance is granted by the Odisha Tourism Development Corporation Ltd., Bhubaneshwar, the same will bear interest at the rate of 18% P.A.
33. The tenderers shall make all arrangements for proper storage of materials but no cost for raising shed for store and pay of security guard etc. will be borne by the Odisha Tourism Development Corporation Ltd., Bhubaneshwar. The Odisha Tourism Development Corporation Ltd., Bhubaneshwar is not responsible for any theft or loss of materials at site.

It is contractor's risk. Under any such plea, if the tenderer stops the work he shall have to pay the full penalty as per clauses of the contract.

34. Approach road to site of work for transport of materials to site of work is sole responsibility of the Contractor. Statutory traffic restriction in the town area for transport of construction material to site of work is to be taken in to consideration before tendering and no consideration for extra time or compensation thereof shall be considered.
35. The contractor should at his own cost arrange necessary tools and plants required for efficient execution of work and the rates quoted should be inclusive of transportation, hire and running charges of such plant and cost of consumables.
36. The contractor shall properly co-ordinate with the execution of P.H. and Electrical works and take care of the safety of workers.
37. DELETED
38. No claim whatsoever will be entertained for supply of machineries. No extension of time will be granted to the contractor under this ground under any circumstances.
39. The tenderer should furnish along with their tender a list of works executed during the last five years duly certified by the concerned Engineer-in-charge indicating the satisfactory completion for Civil, P.H. & Electrical works as per the proforma enclosed in a separate sheet of Schedule-C.
40. The tenderer or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years prior to the date of Bid shall be debarred from qualification. The tenderer is to furnish an affidavit at the time of submission of tender paper about the authentication of tender documents. An affidavit to this effect is to be furnished in Schedule-E and information in Schedule-D.
41. For submission of a tender for the work, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work about the quality and availability of the required quantity of materials, medical aid, labour and food stuff etc. and that the rates quoted by him in the tender will be adequate to complete the work according to the specifications attached thereto and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted labour rates and materials with taxes, octroi and other duties leads, lifts, loading and unloading freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-Charge of the work and his authorized subordinates. After acceptance of the contract rates, Odisha Tourism Development Corporation Ltd., Bhubaneswar / Government of Odisha will not pay any extra charges for any reason in case the contractor finds later on to have misjudged the conditions as regards the availability of materials, labour and other factors. The contractor will be responsible for any misuse, loss or damages due to any reasons whatsoever of any departmental material during the execution of work. In case of loss, damage or misuse, recovery at the rate at 5 times the cost of the materials will be deducted from the bills or his other dues.
42. The prevailing percentage of I.T. Department of the gross amount of the bill towards Income Tax will be deducted from the contractor's bill.
43. DELETED

44. It must be clearly understood that under no circumstances any interest is chargeable for the dues or additional dues if any payable for the work executed and final bill pending disposal due to any reason whatsoever.
45. No extra payment will be made for removing, spreading and consolidating salvaged metals and materials.
46. Under section 12 of contractors labour (Regulation and Abolition) Act. 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of Labour Department of Government of Odisha.
47. **PERFORMANCE SECURITY:**

Amendment of Codal & Contractual Provisions:(As per Works Department OM No.173 dt.03.01.2026)

After careful observation, Government has been pleased to abolish the extant provisions of threshold negative bid caps (14.99%) introduced in Appendix-IX, Clause 36 of OPWD Code Volume-II in the procurement of works undertaken by the Govt of Odisha and its agencies to ensure the procurement process results viable and successful manner with adoption of in a following incremental Additional Performance Security(APS) system:

But, if more than one bid is quoted at the same percentage rate (decimal up to two numbers will be taken for all practical purposes) either at the estimated cost put to tender or less than the estimated cost put to tender, then the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders / their authorized representatives, the concerned SE/Executive Engineer of concerned Division and DAO will remain present. The time and venue of the lottery shall be intimated to the respective bidders through their e-mail only. No other communication in this regard will be made.

- 47.1 Additional Performance Security shall be obtained from the bidder, when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price / rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as **Additional Performance Security(APS)** in shape of **Term Deposit Receipt** pledged in favour of Managing Director, O.T.D.C., Ltd. Bhubaneswar.(from any Nationalized / Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of letter of acceptance (LOA) by the Divisional officer (by e-mail) to the successful bidder, otherwise the bid of the successful bidder shall be cancelled and the earnest money Deposit / Bid security shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder (As amended vide O.M. No.14459 dt.20.09.2018 of Works Deptt. Govt of Odisha **has been modified with O.M. No.4559 Dt.05.04.2021 of Works Dept., Govt. of Odisha).**

If the Contractor fails to complete the work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any to be imposed.

Additional performance security shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as under:(As per Works Department OM No.173 dt.03.01.2026)

- I. where the bid price is below 0% but not below 10% of the project cost put to bid, no additional performance guarantee/security percentage is required.
- II. where the bid price is below 10% but not below 20% of the project cost put to bid, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with

the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price;

III. where the bid_ price is 20% or more below of the project cost put to bid. the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price;

IV. The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.

V. The additional performance security shall be treated as part of the performance security.

48. Engineering personnel of the executing agency should be present at work site at the time of visit of High-level Inspecting officers in the rank of Superintending Engineer / Managing Director and above.
49. The tenderer shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No. 44150 dated 25.11.57.
50. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing, if found necessary and bear the entire cost of such test, including the inspection of Electrical Inspector.
51. The tenderer should furnish along with their tender-
 - a) A list of works, which are at present in their hand (Schedule-B)
 - b) List of work executed (Schedule-C) in the prescribed proforma(s) enclosed herewith in appropriate place of bid document.
52. The tenderer may at his option quote reasonable rate for each item of work carefully so that the rate for one item should not be unworkable low and for others too high.
53. If there is any damage to the work due to natural calamities like flood or cyclone or any other cause during the course of execution of work or up to 12 (twelve) months after completion of work or if any imperfection becomes apparent to the work within 12 (twelve) months from the date of final certificate of completion of work, the contractor shall make good of all such damages at his own cost with no extra cost to the Odisha Tourism Development Corporation Ltd., Bhubaneshwar. No claims, whatsoever, in this regard will be entertained.
54. **SPECIAL CONDITIONS (PART OF THE CONTRACT)**
 - (I) All materials before they are being used in the items of works as per this Schedule of quantities and also the finished items of work where tests are applicable shall have to be tested through the Engineer-in-charge of the respective wing at appropriate Laboratories according to the relevant B.I.S. specifications of the materials and the said items of works and the cost of all such tests shall have to be borne by the Contractor and the rates of the items of works should be inclusive of cost of such tests.
 - (II) The tests have to be planned & carried out such that the progress of work is not hampered.

(III) The tests are mandatory as per the prescribed frequencies and B.I.S. specifications. However, these are not exhaustive and the Engineer-in-charge has the right to prescribe other required test if any as will be considered from time to time.

55. In case of ambiguity between clauses of this D.T.C.N. and the P₁ contract form, the relevant Clauses of the P₁ contract form shall prevail over the D.T.C.N. The clauses not covered under P₁ contract form shall be governed by the clauses of the D.T.C.N.
56. Schedule of quantities is accompanied in Cover-II (Price Bid). It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.
57. In case of any complaint by the labourer working, about the non-payment or less payment of his wages as per latest minimum Wages Act, the Superintending Engineer will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labourer directly under intimation to the local labour office of the Govt. of Odisha. The contractor shall not employ child labour. The decision of the Superintending Engineer is final and binding on the contractor.
58. The bidder will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons whatsoever and the cost of such materials will be recovered from the bills at market rates.

59. Pre-Closure of Contract

The Employer reserves the right to pre-close or terminate the Contract, either in whole or in part, at any time during the contract period, without assigning any reason thereof, by giving the Contractor a written notice of **7 (Seven) days**.

In the event of pre-closure:

- i) The Contractor shall continue to perform all contractual obligations during the notice period unless otherwise instructed by the Employer.
- ii) The Contractor shall be entitled to payment only for the services/work satisfactorily performed up to the effective date of pre-closure, as certified by the Engineer-in-Charge/Authorized Representative.
- iii) No compensation shall be payable towards anticipated profits, loss of business, overheads, consequential damages, or any other claim arising out of such pre-closure, except for payments due for completed and accepted work/services.
- iv) The Contractor shall hand over all records, documents, drawings, manuals, equipment, materials, keys, access credentials, and any other property belonging to the Employer in good condition before the effective date of termination.
- v) The Security Deposit/Performance Security shall be released in accordance with the provisions of the Contract after adjustment of all dues, recoveries, penalties, damages, or any outstanding liabilities.
- vi) The decision of the Employer regarding pre-closure of the Contract shall be final and binding on the Contractor.

60. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of security guard etc. will be borne by the Odisha Tourism Development Corporation Ltd., Bhubaneshwar. The Odisha Tourism Development Corporation Ltd., Bhubaneshwar is not responsible for considering the theft of materials at site. It is the contractor's risk. under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of P₁ agreement.
61. Any defects, shrinkage or other faults which may be noticed within 12 (Twelve) months from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer-in-Charge for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Odisha Tourism Development Corporation Ltd., Bhubaneshwar may recover from the contractor the cost of making good the works. The contractor is also required to maintain the road / building for 12 (Twelve) months from the date of successful completion of the work.
62. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Odisha Tourism Development Corporation Ltd., Bhubaneshwar / Govt. of Odisha harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also, no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.
63. Where it will be found necessary by the Odisha Tourism Development Corporation Ltd., Bhubaneshwar, the Officer-in-Charge of the work shall issue a Site Order Book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the Odisha Tourism Development Corporation Ltd., Bhubaneshwar Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Odisha Tourism Development Corporation Ltd., Bhubaneshwar. The order Book shall be the property of the Odisha Tourism Development Corporation Ltd., Bhubaneshwar and shall not be removed from the site of work without written permission of the Superintending Engineer and to be submitted to the Engineer-in-Charge every month.
64. In case of any discrepancy in printing or omissions of statutory specifications or any other part or portion of the approved document during download of the bid document, the decision of the officer inviting the bid will be binding on the bidder.
65. The rate for each work of concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rates will be inclusive of this.
66. In case the 1st lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tender for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back

out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from disincentives against the tenderer.

67. The following documents which are not submitted with the Bid, will be deemed to be part of the Bid:

Sl. No	Particulars
1	Notice Inviting tender
2	Instruction to the Bidders
3	Conditions of Contract.
4	Contract data
5	Specifications

68. DELETED

69. **ELIGIBILITY CRITERIA:**

To be eligible for qualification, bidders / tenderers shall furnish the followings particulars and non-furnishing of which shall be treated as ineligible:

- a. E.M. D as per the Clause No. 5 (i) and Clause No. 20 of DTCN.
- b. Cost of tender paper as per Clause No.4 and 5(i) of DTCN.
- c. After the due date & time of receipt of bid is over, the original Bid security towards cost of Bid documents shall be submitted in the office of the Superintending Engineer, OTDC Ltd, Odisha Tourism Development Corporation Ltd., Bhubaneshwar during office hours on working days on or before date & time of opening of Bid as specified at Column 04 & 05 above, and as per date mentioned in Contract Data failing which the bid will be rejected.
- d. Scanned copy of valid Registration Certificate, PAN card along with the tender documents and the originals of all scanned documents & GST clearance certificate of the successful lowest bidder only are to be produced within 5(five) days after opening of 'Price Bid' (Cover-II) of the tender in the office of the Superintending Engineer otherwise his / her bid shall be declared as non-responsive and he / she will be debarred in future from participating in tender for 3(three) years and will be blacklisted by the competent authority. In such a situation, successful L₂ bidder will be required to produce his original documents for consideration of his / her tender at the negotiated rate equal to L₁ bidder. The contractor belonging to outside State of Odisha and not started business should submit an undertaking in the form of an affidavit indicating therein that they are not registered under Odisha as they have not started any business in the state. But before award of final contract, such bidders will have to produce the relevant authentic document.
- e. License criteria as per Clause No.8 of DTCN and Schedule-H need to be furnished.
- f. **Joint Ventures are not accepted.**
- g. The applicant should have supplied & installed **CCTV** to the State Govt/ Central Govt/ UT/PSU/Semi Govt. in last five years. (Completion certificate to be submitted). The past experience in similar nature of work should be supported by Certificates issued by the client's organization. In case the work experience is of Private sector the completion certificate shall be supported with copies of Letter of Award and copies of Corresponding TDS Certificates. Value of work will be considered equivalent to the amount of TDS Certificates.

- h. Bidder / Firm should have annual financial turnover of Rs. 15.00 lakhs in any one year during last five years and the turn over need to be certified by a registered Chartered Accountant.
- i. Scanned copy for information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule "D"** and scanned copy of affidavit to that effect including authentication of tender documents in schedule "E" & furnish the original affidavit in Schedule-E within 5 (five) working days of opening of Cover-II as per clause 49.
- j. No Relationship Certificate in Schedule – A
- k. Deleted
- l. List of projects executed that are similar in nature to the work as per Schedule-B
- m. Scanned copy of Authorization letter of Original Manufacturer/Authorized Dealer of OEM.
- n. The bidder should submit the STQC certificate of the product.

70. Time Control

- a) Progress of work and Re-scheduling programme:-
 - i) Before acceptance of the tender, the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone liquidated damages will be imposed.
 - ii) The Superintending Engineer / Engineer-in-Charge shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
 - iii) To ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole of the work before 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.
 - iv) If at any point of time during contract period, it would appear to the Engineer-in-Charge that the actual process of the work does not conform to the programme to which consent has been given, the Contractor shall produce, at the request of the Engineer-in-Charge, a revised work programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
 - v) An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
 - vi) The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-

in-Charge again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

b) Extension of the Completion Date

- i) The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in Letter of Award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Engineer-in-Charge shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.

- ii) The Contractor shall submit the Time & Progress Chart for each milestone Quarter wise indicating each month and get it approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.

- iii) In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
 - (1) Force majeure, or
 - (2) Abnormally bad weather, or
 - (3) Serious loss or damage by fire, or
 - (4) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
 - (5) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
 - (6) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
 - (7) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

- iv) Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen (14) days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- v) In any such case, a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

c) Compensation for Delay.

If the contractor fails to maintain the required progress in terms of Clause-2 of P₁ Contract or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Odisha Tourism Development Corporation Ltd. on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Managing Director (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause-2 of P-1 Contract or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month of for delay of work, delay to be completed on per Day basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s) in terms of Clause-2.5, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However no interest whatsoever shall be payable on such withheld amount.

d) Management Meetings

- i) Either the Engineer-in-Charge or the Contractor may require the other to attend a management meeting. The business of management meetings shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

ii) The Engineer-in-Charge shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Managing Director, Odisha Tourism Development Corporation Ltd. The responsibility of the parties for actions to be taken to be decided by the Engineer-in-Charge either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

f) Rescission of Contract

To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Superintending Engineer shall be conclusive evidence), 20% of the value of left over work will be realized from the contractor as penalty.

71. Building and other Construction Workers Welfare Cess @ 1% of the estimated cost as per tender notification read with latest corrigendum, if any, will be proportionately deducted from the contractor's bill at the time of making payment of each bill.
72. The tenderers are required to go through each clause of P.W.D. Form P₁ carefully in addition to the clauses mentioned here in before tendering.
73. A Contractor may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Contractors vide letter no.3365 dt.01.03.2007 of Works Department, Government of Odisha.

As per said amendment a Contractor may be blacklisted for-

- a) Misbehavior / threatening of inspecting & supervisory engineers / officers of Odisha Tourism Development Corporation Ltd. during execution of work / tendering process.
 - b) Involvement in any sort of tender fixing.
 - c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
 - d) Persistent and intentional violation of important conditions of contract.
 - e) Security consideration of the State i.e. any action that jeopardizes the security of the State.
 - f) Submission of false / fabricated / forged documents for consideration of a tender.
74. The agency has to submit the warranty/guarantee certificates at the time of delivery.

(Total 74 Clauses)

APPROVED

Superintending Engineer
OTDC Ltd., Bhubaneswar.

Tenderer (s) is/are required to submit the information in the following Schedules

SCHEDULE - A

CERTIFICATE OF NO RELATIONSHIP

I/We hereby certify that I/We* am/are* related / not related (*) to any officer of Tourism Department of Government of Odisha of the rank of Under Secretary and above / Odisha Tourism Development Corporation Ltd., Bhubaneshwar of the rank of Assistant Engineer & above. I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.

(*) - Strike out which is not applicable

Signature of the Tenderer
Date:-

SCHEDULE - B

WORK EXPERIENCE

LIST OF SIMILAR NATURE OF PROJECTS EXECUTED

Name of Employer	Name of location and name of work	Contract price in Indian Rupees/ Agreement no.	Major Items of works	Stipulated date of Commencement/ Completion	Actual date of completion of the work	Value of work actually executed during last 5 financial years		Reasons for delay in starting/ completion if any
						Financial Year	Value	
1	2	3	4	5	6	7	8	9
						2020-21		
						2021-22		
						2022-23		
						2023-24		
						2024-25		

Note: The above information is to be certified by the Engineer in Charge / Employer not below the rank of Superintending Engineer.

Signature of the Tenderer
Date.

SCHEDULE – C**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERER OR ABANDONMENT OF WORK BY THE TENDERER**

- | | | | |
|----|----|--|----------|
| 1. | a) | Is the tenderer currently involved in any litigation relating to the works. | Yes / No |
| | b) | If yes: give details: | |
| 2. | | Has the tenderer or any of its constituent partners been debarred/ expelled by any agency in India during the last 5 years. | Yes / No |
| 3. | a) | Has the tenderer or any of its constituent partners failed to perform on any contract work in India during the last 5 years. | Yes / No |
| | b) | If yes, give details: | |

Note:

If any information in this schedule is found to be incorrect or concealed, qualification application will summarily be rejected.

Signature of Tenderer

SCHEDULE – D**AFFIDAVIT**

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither my / our firm / company / individuals _____ nor any of its constituent partners have abandoned any project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby authorise(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

(Signature of Tenderer)
Title of Officer
Name of Firm
Date:

RELATIONSHIP DECLARATION

To,
The Tender Inviting Officer,

Subject: (Name of the Work)

Reference : (Bid reference number)

Sir,

Pursuant to clause 2 of the ITB, it is to inform that I have relative(s) employed as an Officer in the rank of an Assistant Engineer/Under Secretary under the _____ Department. His (Their) details are as follows.

Relationship:

Name:

Designation

Office

Address

Pursuant to clause 2 of the ITB, I am to submit herewith the names of persons who are working under my firm having near relatives to any gazetted officer in the rank of an Assistant Engineer/Under Secretary in the _____ Department.

Sl No	Name of the my employee and his designation in the firm	Presently working at	Details of his relatives working in the Department
			Relationship Name: Designation Office Address
			Relationship Name: Designation Office Address

I am also duty bound to inform the relationship of any subsequent employment with any gazetted officer in the rank of an Assistant Engineer/Under Secretary in the _____ Department. I am aware that any breach of this condition would render my firm liable for penal action for suppression of facts.

Yours sincerely

Signature of the Tenderer.

Date: -