Selection of Event Management Agency (EMA) for Execution and Management of Odisha Parab event at Varanasi

LCBS MODE

BID IDENTIFICATION NO: ACE/OTDC/03/2026-27 dt. 23.07.2026

Additional Chief Engineer,

O.T.D.C. Ltd.,

Panthanivas Old Block, Lewis Road,

Bhubaneswar-751014.

Email: ace.otdc@gmail.com

Disclaimer

The information contained in this Tender document or subsequently provided to Bidder(s) whether verbally or in documentary form by or on behalf of the Department of Tourism, Govt. of Odisha. or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.

This Tender Document is not an agreement and is not an offer or invitation by the Tendering Authority to any party other than the bidder who are qualified to submit the Bids (“Bidders”). The principle of this Tender Document is to provide the Bidder(s) with information to support the formulation of their Proposals. This Tender Document does not purport to contain all the information each Bidder may entail. This Document may not be apposite for all persons, and it is not possible for Tendering Authority, its employees, or advisors to consider the investment objectives, financial situation, and needs of each Bidder who reads or uses this Tender Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Document and where necessary obtain independent advice from appropriate sources. The Tendering Authority, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Document. The Tendering Authority may in its absolute discretion, but without being under any obligation to do so, update, improve or supplement the information in this Tender Document.

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

Letter No. 21 **Date 23.07.2026**

BID IDENTIFICATION NO: ACE/OTDC/03/2026-27 DT. 23.07.2026

The Additional Chief Engineer, O.T.D.C. Ltd Bhubaneswar, on behalf of Governor of Odisha, invites **LCBS** bids in **Double cover** system in **ONLINE MODE** only, for the following works.

Sl No	Name of Work	Bid Security/EMD (on-line)	Cost of bid document including GST (On-line)	Class of Contractor
	DOUBLE COVER TENDER (LCBS)			
1	Selection of Event Management Agency (EMA) for Execution and Management of Odisha Parab event at Varanasi	Rs. 1,00,000/-	Rs. 11,800/-	Event Management Agencies having experience in similar nature of work

Bid documents such as DTCN / BOQ etc. can be seen / downloaded from the Govt. Website i.e. www.tendersodisha.gov.in during the period as detailed below.

1. Online bids shall be received from dtd. 24.07.2026 till 17.00 Hours of dtd. 06.08.2026.
2. The technical bids will be opened in the office of the Additional Chief Engineer, OTDC Ltd, Bhubaneswar at 11.30 Hours of dt. 07.08.2026.
3. The authority reserves the right to reject any or all bids at any time without assigning any reason thereof.

Any addendum / corrigendum / cancellation of tender can also be seen in the said website.

Sd/-

Additional Chief Engineer

O.T.D.C. Ltd.

CONTRACT DATA

A. GENERAL INFORMATIONS

Sl. No.	Item	Details
1	Name of the Work	Selection of Event Management Agency (EMA) for Execution and Management of Odisha Parab event at Varanasi
2	Employer	Managing Director, O.T.D.C. Ltd., Bhubaneshwar
3	Employer's Representative	Additional Chief Engineer, O.T.D.C. Ltd., Bhubaneshwar

B. BID INFORMATION

1	Venue/City	**Trade facilitation centre and crafts museum, Varanasi**
2	Schedule	22.08.2026 to 24.08.2026
3	Last date for submission of queries via email to: ace.otdc@gmail.com	30.07.2026 by 11.00 AM
4	Odisha Parab Varanasi Pre-Bid meeting link	Friday, 31 July · 12:30 – 1:30pm Time zone: Asia/Kolkata Google Meet joining info Video call link: https://meet.google.com/unu-wxmb-wii
5	Last Date & time of submission of Bid	Date 06.08.2026. Time 17.00 hours
6	Date of Opening of Tender	**Date 07.08.2026. Time 11.30 hours**
7	Opening of the financial Bid	To be informed
8	Cost of Bid Document	Rs. 11,800/- (On-line)
9	Bid Security	Rs. 1,00,000/- (On-line)
10	Bid validity period	**90 days**
11	Currency of Contract	Indian Rupee
12	Language of Contract	English

Additional Chief Engineer, OTDC invites quotations from Event management Agencies/ bidders for Selection of Event Management Agency (EMA) for Execution and Management of Odisha Parab at Varanasi**.** In this context, DoT has selected specific hotels/Open spaces at the location as mentioned in clause 1.9.

CHECKLIST TO BE ENSURED BY THE BIDDER

Sl. No	Particulars	Whether furnished		Reference to Page no.
		Yes	No	
01.	Name Of the Bidder:			
02.	Cost of tender paper Rs. 10,000/- and GST @ 18% Rs. 1800.00 (Online)			
03.	E.M.D for Rs. 1,00,000.00 (Online)			
04.	Copy of valid Registration Certificate			
05.	All the intending contractor to participate must have valid Goods and Service Tax (GST) registration with appropriate authority.			
06.	**GST Registration No:** (To verify the GST registration Certificate the following online portal to be followed: https:// services.gst.gov.in/services/searchtp)			
07.	Copy of PAN Card			
08.	PAN Card No:			
09.	Experience in making Stage Light, sound and other ancillary arrangement of Similar programme for any Govt./ Semi Govt./ Corporate Office/ Any other reputed organization. (individual work order should be not less than Rs.50.00 lakhs at least 3 (three) Works in last 3 years). In case of execution of work in Private Organization / Companies the Certificate from the concerned competent authority supported with Income Tax return against the payment received for the same work is required to be furnished by the bidder			
10.	Turn over certificate (Bidder / Firm should have annual financial turnover of not less than **500.00 Lakhs** in any one year for similar nature of works during last five years and the turn over need to be certified by a registered Chartered Accountant.)			
11.	**Unique Document Identification Number (UDIN) for Practicing Chartered Accountants:**			

	(To verify the registration Certificate the following online portal to be followed: http//udin.icai.org/search-udin)			
12.	Affidavit – Annexure-III			
13.	M.O.U. (Memorandum of Understanding duly notarized) with eligible registered electrical contractor having valid M.V./H.T. license. (Annexure-II)			
14.	**Valid M.V./H.T license No:** (To verify the Electrical registration Certificate the following online portal to be followed: https://eicelectricityodisha.nic.in/ELBO/Home.aspx)			
15.	**Valid Trade Licence.**			
16.	e-mail ID & Contact No.			

N.B: -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.

DETAILED TENDER CALL NOTICE

1. INVITATION TO BID

Odisha Tourism Development Corporation (herein after referred to as 'OTDC/ Authority'), invites tender for Selection of Event Management Agency (EMA) for Execution and Management of Odisha Parab event at Varanasi from Event management Agencies/ bidders having experience in similar nature of works Unless stated otherwise under this Tender Document, all other terms and conditions of the Contract and Agreement executed in pursuant to the Tender will be applicable for this tender.

1.1 In order to execute the events, OTDC proposes to invite Bids from Event management Agencies/ bidders having experience in similar nature of works as per details/scope of work mentioned in captioned EOI.

1.2 Consortium / Joint Venture in any form is not allowed.

1.3 The purpose of OTDC behind this Tender is to seek a detailed commercial proposal for engagement of EMA as per the captioned EOI.

1.4 Through this Tender, OTDC intends to organize the prestigious **Odisha Parab**, a series of cultural and promotional events, G2B and B2B Meetings at Varanasi.

1.5 Broad scope of work and other terms and conditions are detailed in this Tender as per Clause 3.

1.6 The quantity of items and manpower indicated in the BOQ may vary during the execution of the works including addition or deletion of items in the BOQ. OTDC has the rights to vary quantity of items and / or manpower indicated in BOQ based on actual requirement including addition or deletion of items in the BOQ. The agency shall have to take prior approval on the quantities of each item to be installed / deployed for the event.

1.7 The authority reserves the right to execute / omit / add / modify any or all items of BOQ as per requirement. Payment to the EMA shall be made as per actual execution of items and quantity on pro-rata basis.

1.8 Tentative Schedule of Odisha Parab:

Name of the Event: Odisha Parab		
Location	**Date/Month**	**Duration**
Trade facilitation centre and crafts museum, Varanasi	22.08.2026 to 24.08.2026	3 days

1.9 Selected EMA(s) shall be ready with their entire set up with manpower one day before the schedule of respective locations.

1.10 After the completion of Odisha Parab event at each location, the respective selected EMA(s) shall dismantle and remove all the temporary infrastructure from the site within two (01) day without leaving any debris, garbage etc.

2. VISION AND MISSION OF ODISHA PARAB

A. **Vision**
To position Odisha as a leading destination for cultural Tourism, investment, and business opportunities, while preserving and promoting its heritage and traditions.

B. **Mission**
a) Highlighting Odisha's strengths in Tourism, culture, and handicrafts.
b) Attracting investments in infrastructure, Tourism, and travel-related businesses.
c) Creation of a sustainable ecosystem for artisans and stakeholders through B2B, B2C, G2B, and G2C engagements.
d) Promotion of Odisha as a global hub for cultural diversity and economic opportunities.

3. BROAD SCOPE OF WORK

The scope of services to be provided by the Agency as described below is general but is not exhaustive i.e., does not mention the entire incidental services required to be carried out and will vary as per the requirement of Department of Tourism. The services shall be provided all in accordance with true intent and meaning, regardless of whether the same may or may not be particularly described, provided that the same can be reasonably inferred there from. There may be several incidental services & assignments, which are not mentioned herein but will be necessary to complete the work in all respects. The list given below is an indicative list (but not limited to) and shall include any other activity/ location in addition to those mentioned below:

A. Event Planning & Coordination
B. Logistics Management
C. Infrastructure & Setup
D. Audio-Visual Arrangements & Branding
E. Electrical Works
F. Security & Crowd Management
G. Post Event Activities
H. Associated Scope of Work

Event Components

a) **Exhibition And Setup**

- Dedicated pavilions for showcasing Tourism products, services, and stakeholder offerings.
- AR/VR setups for immersive experiences of destinations and heritage of Odisha.

b) **Souvenir Shop Setup:** Display and sale of Odisha-themed merchandise and handicrafts.

c) **Stakeholder Engagement Area Setup:** Networking sessions for B2B, B2C, and G2B interactions.

d) **Local Cuisine Zone Area Setup:** 10+ stalls featuring Odisha's authentic dishes.

e) **Craft Mela Area Setup:** Textile and handicraft exhibition featuring artisans and weavers.

f) **Cultural Fiesta Area Setup:** Live craft demonstrations**,** traditional arts forms, dance forms and Storytelling of Odisha will be showcased in order to spread awareness and raise interest and curiosity about the State and culture.

g) Setup of Plenary Sessions and Panel Discussion Area: Closed-door discussions with industry leaders and officials of the DoT on investment opportunities in Odisha's Tourism sector and infrastructure.

Sl. No.	Event Details
1	Media briefing, Inauguration, B2B interaction
2	Diaspora meet, Interaction
3	For around 20 product display and selling stalls, 10 food stalls, cultural stage

3.1 The Plenary Session and Cultural Fiesta spaces will be shared alternately, with one space being utilised for cultural activities and the other for plenary discussions, depending on the schedule.

3.2 The Exhibition Area includes space for the Craft Mela, which does not require a separate allocation but uses the same exhibition area layout.

3.3 The Stakeholder Engagement Area may be used as a backup or overflow for other networking events or discussions if needed.

3.4 The proposed space allocation ensures efficient utilisation of the venue, providing a seamless experience for stakeholders, exhibitors, and attendees. A conference room with kiosks facilitates for B2B and G2B interactions, while VVIP lounges with restrooms cater to dignitaries. The spacious plenary session area hosts cultural events and high-level discussions. The Stalls will highlight Odisha's Tourism, handicrafts, and cuisine, with additional provisions for circulation and services. Dedicated food stalls, control rooms, and security spaces ensure operational smoothness.

3.5 Outdoor Event Components-

3.6 In addition to the indoor and covered spaces, the Event Management Agency (EMA) shall also be responsible for planning, designing, and executing the following outdoor elements (as per site feasibility and weather considerations) to enhance visitor experience and ensure seamless integration with the overall event environment:

3.7 Open-air Food Court Zone: Setup of traditional Odisha food stalls in an outdoor layout with adequate seating, hygiene-compliant service counters, waste disposal systems, decorative lighting, and weather-proofing measures as required.

3.8 Open Craft and Artisan Bazaar: Installation of handicraft and handloom kiosks in an open layout mela format to allow for higher footfall and interactive craft demonstrations, with provisions for tenting, ambient lighting, and climate mitigation.

3.9 Odisha Tourism Outdoor Pavilion: A landmark, open or semi-covered Odisha Tourism pavilion (in addition to the exhibition space), designed to serve as a visual anchor with branding towers, LED installations, visitor helpdesks, and information counters. It may also feature photo booths, digital screens, and display installations representing key destinations and experiences of Odisha.

3.10 Outdoor Cultural Arena: Setup of a stage and performance area for live folk dance, music, and storytelling sessions, equipped with appropriate audio-visual infrastructure, audience seating, and backstage support.

3.11 Wayfinding & Branding Elements: Design and installation of outdoor hoardings, thematic gates, directional signage, and promotional archways at strategic venue touchpoints including parking, entry/exit gates, and common areas to enhance the visitor journey.

3.12 Landscape Enhancements: Where feasible, temporary landscaping, decorative props, lighting fixtures, and traditional Odia motifs shall be used to create a festive and culturally immersive outdoor experience.

Note:

a) The above scope of work will vary and depend on the event and requirement of the identified location.

b) The bidder/organization must have full-fledged creative team. The organization must be capable of conceptualizing, designing, fabricating, executing, and supervising the various events and activities relating to organizing of mega exhibitions.

c) While the above-mentioned activities are to give an idea on the nature and type of work involved however, there can be any additional activities of similar nature, which the firms/ companies would be required to undertake, based on the requirements from time to time.

d) The quality of the services is extremely critical and as part of their proposal the bidder/ proposer should demonstrate core competencies/ strengths on the above key aspects including adherence to quality and timely execution.

4. Tentative layout, proposed space allocation and event elements

The Event Management Agency (EMA) will be responsible for the setup, installation, and arrangement of all designated spaces, including pavilions, stalls, conference areas, cultural zones, security checkpoints, and parking facilities, ensuring seamless execution as per the proposed space allocation.

Component	Event Elements	Proposed Space Allocation
Exhibition and Craft Area	Dedicated pavilions for Tourism products, services, stakeholder offerings, and Craft Mela showcasing textiles and handicrafts	Agencies/bidders are advised to visit the sites and gather details about the space before submitting their bids.
Souvenir and Local Cuisine Stalls	Exhibition shall include 20 stalls showcasing Odisha-themed merchandise, handlooms, and crafts, along with 10 food stalls featuring authentic Odia cuisine.	
Stakeholder Engagement Area	Networking sessions for B2B, B2C, and G2B interactions in conference rooms and kiosks	
Plenary Session and Networking	Closed-door discussions with industry leaders and networking dinner.	
Cultural Fiesta Area	Traditional art forms, dance, storytelling	
Break and Operational Support Rooms	VIP lounge with restroom facilities, and spaces for operational control and emergencies	
Security and Parking Area	Dedicated security space and parking for VIP, public, and emergency vehicles	
Total Area **(Excluding Circulation Area and Parking)**	Combined total of all spaces	

***Note: The Area may differ as per the site condition and availability, the bidder is required to do a site visit prior to submission of their BID.**

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5. ELIGIBILITY CRITERIA

5.1. Experience in making Stage Light, sound and other ancillary arrangement for Similar programme for any Govt./ Semi Govt./ Corporate Office/ Any other reputed organization. (individual work order should be not less than Rs.50.00 lakhs at least three(3) works in last 3 years). In case of execution of work in Private Organization / Companies the Certificate from the concerned competent authority supported with Income Tax return against the payment received for the same work is required to be furnished by the bidder.

5.2 Minimum annual Turnover for similar work not less than Rs.500.00 lakhs in any one year during last 5years. (Chartered Accountant's Certificate with UDIN)

For the financial Year: 2020-21, 2021-2022, 2022-23, 2023-24, 2024-25.

5.3 Copy of Valid Trade License.

5.4 Copy of Registration Certificate.

5.5 Copy of GST Certificate

5.6 Copy of PAN.

5.7 M.O.U with Electrical Contractor having M.V./H.T. Licence

6. ADDITIONAL OBLIGATION OF THE EVENT MANAGEMENT AGENCY

6.1 The agency shall have to take prior approval of the authority on all the design, infrastructure installation, logistic arrangement, etc. before execution of the respective tasks.

6.2 The quantity of items and manpower indicated in the BOQ may vary during the execution of the works. DoT has the rights to vary quantity of items and/or manpower indicated in BOQ based on requirement. The agency shall have to take prior approval on the quantities of each item to be installed/ deployed for the event.

6.3 The authority reserves the right to execute/ omit any or all items of BOQ as per requirement. Payment to the EMA shall be made as per actual execution of items and quantity on pro-rata basis.

6.4 Cutting of trees shall not be permitted and the Event Management Agency should maintain the Environmental and social safeguards.

6.5 The EMA shall obtain all necessary/ relevant approvals such as electrical inspections, safety measures, fire protection measures, legal, labour compliances, maintenance of law & order in consultation with local/ statutory authorities.

6.6 The EMA shall make its own arrangements at its own cost for all the manpower, materials, power and water requirement required for all purposes in connection with the implementation and execution of the works.

6.7 Emergency facilities and security are to be planned by EMA for seamless event management.

6.8 Integration of AR/VR and craft demonstrations to be done by EMA to ensure immersive engagement.

6.9 Adequate parking for VIPs and emergency vehicles to be ensured by EMA for safety and accessibility.

6.10 The EMA shall be responsible for any loss or damages to properties or assets of the designated site in case of any untoward incident.

6.11 The EMA shall manage logistics, stalls, cultural events, and floor activities.

6.12 The EMA shall provide sufficient floor area for pavilions, AR/VR setups, cuisine stalls, and craft zones.

6.13 The EMA shall facilitate the engagement of agencies for setting up and managing food stalls at the event locations.

6.14 **Right to Vary**: Since the event is being organized for the first time and since there are no precedents for comparison, there is a likelihood that scope of work may change by way of additions / deletions of certain tasks/ items. DoT will make any variation of the form, quality or quantity of the works relating to any item of a component according to site conditions or any part thereof that may, in the opinion DoT, be necessary and for that purpose, or if for any other reason it shall, in opinion of DoT, be appropriate, DoT may instruct the Event Management Agency to do and the Event Management Agency shall do any of the following:

a) Increase or decrease the quantity of any work included in the Contract.

b) Omit any such work before the end of the stipulated time limit of the contract.

c) Change the character or quality or kind of any such work.

d) Change the levels, lines, position and dimensions of any part of the works.

e) Execute additional work of any kind necessary for the completion of the worksor change any specified sequence or timing of construction of any part of the works.

f) In case of any change in the scope of work or Minimum Development Obligations/ Bill of Quantity, by way of Enhancement, Reduction, addition or deletion, the payments to the EMA shall be decided by DoT after discussion with EMA.

g) In case of addition of new line items, and/or change of any quantity as specified above, a committee will be set up by DoT, wherein a representative of the EMA will be a member, and method for rate discovery will be put in place to approve/ sanction such variations.

h) EMA will be responsible for all manpower deployed including their cost towards accommodation, fooding etc.

7. OBLIGATIONS OF OTDC/DOT:

The obligations of OTDC are as follows:

7.1 OTDC shall hand over the project sites at various locations (as specified in this Tender) to the preferred EMA on “as is where is” basis.

7.2 OTDC will provide the statutory requirement for water supply connection and power supply connection wherever available. EMA shall arrange DG sets for backup power supply and water tankers as per the requirement.

7.3 DoT shall approve the concept submitted by selected operator and overall control and supervision of the project.

7.4 DoT shall assist in overall safety and security through local police.

8. MINIMUM DEVELOPMENT OBLIGATIONS / BILL OF QUANTITIES

8.1 The EMA shall be required to provide the listed minimum development obligation (MDO) as per the Bill of Quantity (BOQ) against each item.

8.2 The Minimum Development Obligations may undergo changes at the time of planning/ execution by way of enhancement, reduction in quantity or addition/ deletion of any obligation, after due approval of Department of Tourism. Payment will be done on pro-rata basis.

9. FORCE MAJEURE

Neither the Operator nor OTDC shall be liable to the other for any loss or damage occasioned by or arising out of acts of God such as unprecedented flood, volcanic eruption, cyclone, tsunami, earthquake, pandemic or other convulsion of nature and other acts such as but not restricted to invasion, the act of foreign countries, hostilities, or war-like operations before or after declaration of war, rebellion, military power which prevent performance of the assignment and which could not be foreseen or avoided by a prudent person.

10. TERMINATION OF THE CONTRACT

10.1 In case of any deficiency or non-fulfilment of obligations as per the scope of work, OTDC shall serve a notice to the concerned EMA to rectify/ fulfil the obligations within a period of 4 (Four) hours to cure the defect, failing which OTDC shall be at the liberty to execute the work through any other agency at the cost of the EMA, in addition to the right of OTDC to cancel the contract.

10.2 OTDC reserves the right to terminate the agreement in case of deficiency in services or poor performance of the EMA. For this, OTDC shall intimate the EMA within one (01) day of observation of deficiency of services. Any change in BOQ envisaged by OTDC shall be communicated to the EMA one (01) day in advance. In this respect, the view of OTDC about the performance is final and binding.

11. PENALTY

11.1 Failure in fulfilment of performance as indicated in this Tender above shall warrant the following:

a) Forfeiture of whole Performance Bank Guarantee in case of failure to successfully perform/ complete the deliverables as per the MDO/ BOQ and/or in case of any midway unilateral withdrawal from the contract.

b) Bidder shall be blacklisted from bidding for any Contract/ Tender/ EoI/ RFP/ RFQ with Department of Tourism, Government of Odisha for a period of 3 years.

11.2 On account of circumstances beyond the control of the EMA like natural calamities and any other unforeseen events and upon formal notification by the appropriate authority, OTDC may give extended time to the operator to complete the activities and in such a case will not hold up the payment that is due for that particular stage.

12. PAYMENT SCHEDULE

12.1 OTDC will pay the quoted amount to the preferred bidder, as specified in the financial bid, as per the schedule mentioned below.

Table-3

Sl.	Milestone	Timeline	Percentage of total payable amount
1.	On submission& after approval of Execution Plan; Mobilization of material at Site	Within 2 days from mobilization at site	30%
2.	After completion of entire event	Within 30 days of completion of event, dismantling of all the created infrastructure, subject to approval of OTDC	70%

13. EVALUATION

13.1 The financial proposal shall be quoted as per BoQ of this Tender.

13.2 Selection Criteria (LCBS):

a) The agencies in accordance with this EOI will be subsequently invited to submit their financial quote. Such quote (price bid) will be assessed and selected by OTDC on Least Cost Based Selection (LCBS) mode with respect to each event as explained below.

b) The financial bid of the agency would be sought and opened. The lowest financial proposal of the bidder will be declared as the successful bidder or L1 bidder.

c) The Second Ranked Agency (L2 Bidder) shall be kept in reserve and may be invited for negotiations in case the first ranked Agencies withdraws or fails to comply with the requirements.

d) The Selected Bidder shall be issued the LoA. OTDC reserves the right to negotiate the price with the Selected Bidder before issue of the LoA. The Selected Bidder shall have to acknowledge and accept the LoA by returning a signed copy of the LoA within a period of three (05) days of issue thereof, along with submission of the Performance Security, failing which the issued LoA may be cancelled, and the Selected Bidder may be disqualified and suspended for a year.

13.3. The Bidders are required to provide price confirmation and price breakup strictly on the lines of BOQ.

13.4. Errors, if any, in the price breakup format will be rectified as under:

13.4.1 If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.

13.4.2 If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.

13.4.3 Failure of the Successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the LOA. In such an event, OTDC reserves the right to invite the L2 bidder and negotiate upon the following scenario, or

13.4.4 take any such measure as may be deemed feet in the sole discretion of OTDC, including annulment of the Bidding Process forfeiting of EMD.

14. PERFORMANCE SECURITY

14.1 The EMA shall submit Rs. 5,00,000.00 (Rupees Five lakhs) as Performance Security before execution of agreement / issue of work order:

14.2 Performance Security shall be drawn in the form of a Demand Draft/Bank Guarantee issued by any Scheduled Commercial Bank in favour of **"Managing Director, OTDC Ltd."** payable at **Bhubaneswar**. No exemption from submission of Performance Security is allowed. The Performance Security of the successful bidder shall be returned immediately upon completion of the event along with final payment. The Performance Security shall be forfeited in the following cases:

a) In case of non-performance, the Performance Security shall be forfeited at the sole discretion of OTDC towards any liquidated damages that may be payable by the selected operator, under the Terms and conditions of Tender and the Agreement.

14.3 If the Agency 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.

15. VALIDITY OF BID

Proposal shall remain valid for a period of 90 (Ninety) days from the last date of submission of bid or till the date of signing of the agreement with the preferred bidder, whichever is later. On request from OTDC, the bidders would be required to extend the validity of the bids/proposal on the same terms and conditions. A proposal valid for a shorter period shall be rejected as non-responsive.

16. CURRENCIES OF BID AND PAYMENT

The amount shall be quoted by the bidder in Indian Rupees (INR) only.

17. DISPUTES

All legal disputes are subject to the jurisdiction of Courts in Bhubaneswar only.

18. ADDENDUM / CORRIGENDUM / NOTICE

18.1 At any time prior to the deadline for submission of Proposal, the OTDC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify any of the terms mentioned in this Tender document by the issuance of addendum / amendment / corrigendum / notice. All such amendments / addendum / corrigendum / notice will be circulated to the bidders and will be binding on all. In order to abide by the issuance of the amendment or allow the bidder for giving a reasonable time for considering an amendment into their proposal, or for any other reason, the OTDC may, in its sole discretion, extend the submission due date.

18.2 Bidders are advised to periodically check for notices, addendum and corrigendum issued in relation to the Tender. Any Addendum / Corrigendum / Notice etc. for this assignment issued by OTDC will be shared to the emails as mentioned by the bidders.

19. ACKNOWLEDGMENT BY BIDDER

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

a) made a complete and careful physical examination of the sites for the project, details mentioned Tender, submission formalities and evaluation mechanism.

b) received all relevant information requested from OTDC.

c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in this invitation document or furnished by or on behalf of OTDC.

d) satisfied itself about all matters, things and information necessary and required for submitting the proposal and performance of all of its obligations there under.

e) agreed to be bound by the undertaking provided by it under and in terms hereof.

OTDC shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this invitation document or the selection process, including any error or mistake therein or in any information or data given by the OTDC.

20. RIGHT TO REJECT ANY OR ALL PROPOSALS

Notwithstanding anything contained in this invitation document, OTDC reserves the right to accept or reject any Proposal or to annul this selection Process and reject all proposals, at any time during the bidding process without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof.

OTDC, also, reserves the right to reject any Proposal if:

a) at any time, a material misrepresentation is made or uncovered, or

b) the Bidder does not submit sufficient information as being asked for.

21. INTERPRETATION

In case of any ambiguity in the interpretation of the conditions of the Tender, the interpretation of the Managing Director, OTDC will be final and binding on the parties to the conditions of selection.

22. PROPRIETARY DATA

All documents and other information provided by any bidder to OTDC shall remain or become the property of OTDC. The bidder shall also treat all information as strictly confidential and will not divulge any details related to any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Bidder to OTDC in relation to the Service shall be the property of OTDC.

23. AMENDMENT/ MODIFICATION

At any time prior to the deadline for submission of Proposal, the OTDC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify any of the terms mentioned in this invitation document by the issuance of Addendum/ Amendment.

All such amendments/ addendum will be shared to bidders and will be binding on all. In order to abide by the issuance of the amendment or allow the bidder for giving a reasonable time for considering an amendment into their proposal, or for any other reason, OTDC may, in its sole discretion, extend the Proposal Due Date.

24. LANGUAGE

The Proposal and all communications in relation to or concerning the selection process shall be in English language and strictly in the formats provided in this invitation document.

25. MODIFICATIONS AND WITHDRAWAL OF PROPOSALS

No modifications to the Proposals shall be allowed once it is received by OTDC.

26. LIABILITY AND INDEMNITY

26.1 The EMA shall indemnify, defend and hold OTDC harmless against:

a) any and all third party claims, actions, suits or proceedings against OTDC, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of breach by the EMA of any of its obligations under the Service Order / Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of the Service Order / Agreement, or breach of statutory duty on the part of OTDC, its suppliers and contractors, employees, servants or agents; and

b) any and all losses, damages, costs, and expenses including legal costs, fines, penalties and interest actually suffered or incurred by OTDC from third party claims arising by reason of breach by the EMA of any of its obligations under this Service Order / Agreement, except to the extent that any such losses, damages, cost & expenses including legal costs, fines, penalties and interest (together to constitute “Indemnifiable Losses”) have arisen due to negligent act or omission breach of the Service Order / Agreement, or breach of statutory duty on the part of OTDC, its suppliers or contractors, employees, servants or agents or any of the representations; and

26.2 OTDC remains indemnified (even if the Service Order / Agreement ends pre-maturely) towards all or any obligations due to OTDC by the EMA and shall continue to remain in force till such time all or any such claims are suitably addressed.

SPECIAL CONDITION OF CONTRACT

1. The Bidders shall submit their Conceptual Design of the event in accordance with the Scope of work & BoQ.

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 accountingand reporting structure are indicated below :

a) It will be carried out through a single banking transaction by the bidder for multiple payments like Costof Tender Paper and Earnest Money Deposit on submission of bids.

b) Various payment modes like Internet banking/ NEFT/RTGS of Designated Banks and their AggregatorBanks 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.

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

A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.

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.

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.

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.

Settlement of Cost of Tender Paper;

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.

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.

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.

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. 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.

6. 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.

7. Forfeiture of EMD :

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

a) 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.

b) 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.

8. 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.

9. 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.

10. Role of National Informatics Centre :

a) Customize e-Procurement software and web-pages of Government of Odisha (https://tendersodisha.qov.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.

11. 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.

12. 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 suomoto 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.

13. **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.

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.

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 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.inwill 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 upload 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 quarries 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 Additional Chief Engineer, OTDC Ltd. and Additional Chief Engineer, OTDC Ltd. 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 / Action will be taken as per Bid Security Declaration in Schedule-K vide F.D O.M No.8943 dtd.18.03.2021.

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 affected by using DSC of appropriate class.

2. PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS: The Bidder shall furnish, as part of his Bid, 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 Deleted.

2.2 Deleted.

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

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

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

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

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

3.1. The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including Declaration form, price bid etc. and store in the system.

3.2. The bidder shall log on to the portal with his DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been up-loaded in appropriate place, he clicks the submit button to submit the bid to the portal.

3.2.1. The bids once submitted cannot be retrieved or corrected. Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore, only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.

3.2.2. In the e-procurement process each process is time stamped. The system can identify each individual who has entered in to the portal for any bid and the time of entering in to the portal.

3.2.3. The Bidder should ensure clarity of the document up loaded by him to the portal especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bid if so, desires can ask for legible copies or original copies for verification with in a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents with in the stipulated date, his bid security shall be forfeited.

SUBMISSION OF BIDS: -

3.3. The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid and a Financial Bid. The Technical bid generally consists of GSTIN, PAN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works, work in hand, list of machineries and any other information required by

OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/ undertaking including rebates.

3.4. Bidders are to submit only the original BOQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion/ modification. Multiple BOQ submission by bidder shall lead to cancellation of bid. In case of items rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.

3.5. The bidder shall upload the scanned copy/ copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

3.6. The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective items(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal places only in case of percentage rate tender.

3.7. The bidder shall log to the portal with his/ her DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents.

3.8. Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the Bid prior to uploading and take print out of the system generated summery of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.

3.9. Each process in the e-procurement is time stamped and the system can defect the time of log in of each user including the Bidder.

3.10. The Bidder should ensure clarity/ legibility of the document uploaded by him to the portal.

3.11. The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/ tender.

3.12. The bidder should check the system generated confirmation statement on the status of the submission.

3.13. The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.

3.14. The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.

3.15. The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the part of the bidder to upload the drawing and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid.

3.16. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.

3.17. The 'Online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/ fabricated/ bogus, his EMD/BID Security shall stand forfeited and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

4. SECURITY OF BID SUBMISSION:

4.1. All bid data uploaded by the Bidder to the portal will be encrypted by the DSC of the opener(s). The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.

4.2. The Bid shall be received in encrypted format by the system which can only be decrypted / opened by the authorized openers only on or after the due date and time.

5. DEADLINE FOR SUBMISSION OF THE BIDS:

5.1. The online bidding will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the bid. The date & time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer inviting the Bid.

RESUBMISSION AND WITHDRAWAL OF BIDS:

5.2. Resubmission of bid by the Bidders for any number of times before the final date and time of submission is allowed.

5.3. Resubmission of bid shall require uploading of all documents including price bid afresh.

5.4. If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

6. LATE BIDS:

6.1. The system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the server time displayed in the e-procurement portal shall be the time to be followed by the bidder and concerned officers.

7. MODIFICATION AND WITHDRAWAL OF BIDS:

7.1. In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure. If the bidder fails to submit his modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.

7.2. In the E-Procurement Portal, withdrawal of bid is allowed. But in such case, he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the bid and up load the scanned document to portal in the respective bid before the closure date and time of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

8. OPENING OF THE BID:

8.1. Bid opening date is specified during tender creation or can be extended with corrigendum. This date is available in IFB, tender document as well as the home page of portal. Bid opening can be done by the authorized users which are defined during the tender publication / approval stage. The bids are encrypted using 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.

8.1.1. The bidders who participated in the on-line bidding can witness opening of the bid from any system logging on to the portal with the DSC away from opening place. Contractors are not required to be present during the bid opening at the opening location if they so desire.

8.1.2. Each activity is date and time stamped with user details. For time stamping, server time is taken as the reference.

8.2. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/Engineer-in-Charge, the bids will be opened at the appointed time on the next working day.

8.3. In case bids are invited for more than one package, the order for opening of the “Bid” shall be that in which they appear in the “Invitation for Bid”.

8.4. The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers, log on the portal with their DSC the Tender cannot be opened.

8.5. In case of non-responsive tender, the officer Inviting tender should complete the e-Procurement process by uploading the official letter for cancellation/ re-tender.

EVALUATION OF BIDS: -

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

8.5.1. After opening of technical bid, the bidder may be asked in writing / online (in their registered e-mail ID) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents required for Technical Evaluation. **The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender**. Provided in all such cases, furnishing of any document in no way alters the bidders price bid. Non-submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.

8.5.2. The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit

8.5.3. Immediately, on receipt of these clarifications, the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the technical evaluation page in the system. The Officer Inviting the Bid if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.

8.6. The Technical evaluation of all the bids shall be carried out up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN shall be taken against the bidder/contractor.

8.7 The Procurement Officer-Evaluators will evaluate bid and finalized list of responsive bidders.

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

8.7.1 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.

8.7.2 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.

8.7.3 At the time of opening of "Financial Bid", the names of the bidders whose technical bids were found responsive will be announced and the bids of only those bidders will be opened. The remaining bids will be rejected.

8.7.4 The responsive bidders' name, the bid prices, the item wise rates, the total amount of each item in case the item rate tender and percentage above or less in case of percentage rate tenders will be announced. any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the time of opening.

8.7.5 Rebate/discount offer if any uploaded to the system shall be declared and recorded first.

8.7.6 The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.

8.7.7 The Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

8.7.8 Procurement Officer-Openers shall sign on each page of the download BOQ and the Comparative Statement and furnish a certificate to that respect.

8.7.9 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Additional Chief Engineer, O.T.D.C. Ltd., Odisha/ 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 up load the summery 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 Additional Chief Engineer, O.T.D.C. Ltd., Odisha / 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 outlines 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) 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	I. The payment towards the cost of Tender Paper, in case Government Departments, shall be collected 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. 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.	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. 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.
	Cost of Tender Paper on submission of bids	**Earnest Money Deposit on submission of bids**
State PSUs Statutory Corporations, Autonomous Bodies and Local Bodies.	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. 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.	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. 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.

ANNEXURE-I: COVER LETTER

(On the Letter head of the bidder)

To, **Date:**

The Additional Chief Engineer,

Odisha Tourism Development Corporation,

Panthanivas (Old Block), Lewis Road, Bhubaneswar-751014

Sub: Selection of Event Management Agency (EMA) for Execution and Management of Odisha Parab event at Varanasi.

1. With reference to the captioned Tender document, I, M/s ___________ (Bidder Name and agency), have examined the Tender documents and understood their contents, hereby submit my proposal for the subject Tender. I, M/s _____________ is applying as a Sole Bidder.

2. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of the EMA, and I certify that all information provided in the proposal and its Annexure along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the proposal are true copies of their respective originals.

3. This statement is made for the express purpose of my selection as EMA for the design and execution as per the scope of work and BOQ during of the aforesaid Odisha Parab.

4. I shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Proposal.

5. I acknowledge the right of the Authority to reject my Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, my right to challenge the same on any account whatsoever.

6. I certify that in the last three years, I have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on my part.

7. I declare that:

a) I have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and

b) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the Tender document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

c) I hereby certify that I have taken steps to ensure that in conformity with the provisions of the Tender, no person acting for me or on my behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

d) The undertakings given by me along with the Proposal in response to the subject EOI and Tender and information mentioned for the evaluation of the bid capacity were true and correct as on the date of making the Proposal and are also true and correct as on the Proposal Due Date and I shall continue to abide by them.

8. I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with the EOI and Tender document.

9. I certify that in regard to matters other than security and integrity of the country, I have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on my ability to undertake the project which relates to a grave offence that outrages the moral sense of the community.

10. I undertake that in case due to any change in facts or circumstances during the Bidding Process, I am attracted by the provisions of disqualification in terms of the guidelines referred to above, I shall intimate the Authority of the same immediately.

11. I further acknowledge and agree that in the project such change in control occurs after signing of the Agreement up to its validity, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to me in any manner whatsoever.

12. I hereby irrevocably waive any right or remedy which I may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the subject Tender and the terms and implementation thereof.

13. In the project of my being declared as the Selected Bidder, I agree to enter into an Agreement in accordance with the draft that will be provided to me by the Authority. I agree not to seek any changes in the aforesaid draft and agree to abide by the same.

14. I have studied all the Bidding Documents carefully and also surveyed the site. I understand that except to the extent as expressly set forth in the Agreement, I shall have no claim, right or title arising out of any documents or information provided to me by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.

15. I offer the EMD cum Performance Security to the Authority in accordance with the Tender Document for the project.

16. I agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if Management of Tourism Destinations during Odisha Parab not awarded to me or my Proposal is not opened or rejected.

17. The Financial Proposal has been quoted by me after taking into consideration all the terms and conditions stated in the Tender, my own estimates of costs and after a careful assessment of the site and all the conditions that may affect the implementation cost.

18. I agree and undertake to abide by all the terms and conditions of the Tender document.

19. I shall keep this offer valid for 90 (Ninety) days from the Proposal Due Date specified in the Tender.

20. I hereby certify that I have not changed any quantity as mentioned in the BoQ and confirmed that any discrepancy arrives at any time, decision of Authority will be considered as final.

21. I hereby submit my Proposal and quote an amount as indicated in Financial Proposal for undertaking the aforesaid Event Management for Executing and Managing Events of Odisha Parab at Multiple Locations across the Country by Odisha Tourism Development Corporation (OTDC) in accordance with the Bidding Documents and the Agreement.

In witness thereof, I submit this Proposal under and in accordance with the terms of the EOI and Tender document.

Yours faithfully,

Date: **(Signature, name and designation**

Place: **of the Authorised signatory)**

Name & Seal of Bidder

ANNEXURE-II

MEMORANDUM OF UNDERSTANDING

First Party I Sri/Smt.………………………, Aged …. years, S/O-……………………., At / P.O. / Dist-…………… (hereinafter called the First Part)

AND

Second Party I Sri/Smt.……………….…………,Aged …. years, S/O-…………………….…., At / P.O. / Dist-…………… (hereinafter called the Second Part) having M.V./H.T. license registration No………… valid upto …………..

AND Whereas the First Party of 1st part is the managing partner of ………………….

AND Whereas the First Party willing to appoint the Second Party to execute the E.I. portion for the tender work, "……………………………"

And Whereas the Second Party accepted the offer of First Party.

NOW THIS DEED OF AGREEMENT WITNESSES AS FOLLOWS;

1) That, the Second Party shall do all E.I. works, if the tender is awarded to First Party.
2) That, the Second Party shall fulfill all the E.I. works as per the tender schedule by instruction of Engineer-in-Charge.
3) That, the First Party shall receive payment, signing the bill the document for the concerned work.
4) That, the Second Party shall abide the rules, regulations and specification of E.I. works of above said matter.
   In witness where of both the party have signed in presence of

WITNESS

W_1 -

W_2 -

ANNEXURE-III

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 our constituent partners **have abandoned or been blacklisted for any work in India**, nor has any contract awarded to us for such work been rescinded during the five years preceding 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: