ORISSA WATER SUPPLY & SEWERAGE BOARD

Office of the Project Engineer, Project Management Unit-I,
Unnati Bhawan, 3rd floor, Satyanagar, Bhubaneswar-7
E-mail: pepmu1owssb@gmail.com

DETAILED TENDER CALL NOTICE (DTCN)
FOR
Comprehensive Annual Maintenance Contract (AMC) of Air conditioning system (VRV/VRF) at Unnati Bhawan, Satyanagar, Bhubaneswar, Odisha

ESTIMATED COST: Rs. 21.68 LAKH

Bid Reference No. 02/PEPMU-I/OWSSB/BBSR 2026-27 dt. 07.07.2026

COST OF TENDER PAPER: Rs. 6,000/-

June – 2026

CONTENTS OF
DETAILED TENDER CALL NOTICE (DTCN)

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SECTION-1

NOTICE INVITING TENDER (NIT) FOR THE WORK

"Comprehensive Annual Maintenance Contract (AMC) of Air conditioning system(VRV/VRF) at Unnati Bhawan, Satyanagar, Bhubaneswar, Odisha"

NATIONAL COMPETITIVE BIDDING THROUGH e-Procurement

Bid Reference No. 02/PEPMU-I/OWSSB/BBSR 2026-27 dt. 07.07.2026

Project Engineer, PMU-I, OWSSB, Bhubaneswar (In short, PE, PMU-I, OWSSB, BBSR), on behalf of ORISSA WATER SUPPLY & SEWERAGE BOARD (In short, OWSSB), invites Percentage rate bids through **e-Procurement** in conformity with the terms and conditions of the Detailed Tender Call Notice (DTCN) in single Bid system (Part-I: Technical & Price Bid) from **Registered Firms/Companies** fulfilling minimum eligibility criteria as stated hereunder and other detailed qualifying requirements given in the DTCN to be eventually drawn up in the **Standard P1 Contract Form of Odisha PWD**. The bid documents should be downloaded and submitted on-line through the website ***www.tendersodisha.gov.in*** by eligible Agencies. Each bidder should have necessary Portal Enrolment (with its Digital Signature Certificate). Non-adherence to this condition will render its bid non-responsive and hence rejected, followed by actions to be taken as deemed fit by OWSSB. In such case(s), OWSSB will be at liberty to consider the balance available bid(s) for the following work for evaluation and finalization.

Sl. No.	Name of the Work	Value of Work put to Tender Excluding GST (In Rs. Lakh)	Bid Security (EMD) (In Rs) (online)	Cost of Bid Document (In Rs.) (online)	Period of Completion
1	2	3	4	5	6
1.	"Comprehensive Annual Maintenance Contract (AMC) of Air conditioning system(VRV/VRF) at Unnati Bhawan, Satyanagar, Bhubaneswar, Odisha".	21.68	22,000.00	6,000.00	One (01) year

2. **Critical Dates:**

Sl. No.	Description		Critical Dates
(i)	Period of availability of tenders on-line	**:**	**From 16.00 Hrs. IST of 13.07.2026 to 17.00 Hrs. IST of 27.07.2026**
(ii)	Last date & time of seeking clarification	**:**	**17.00 Hrs. IST of 20.07.2026**
(iii)	Last date & time of bidding on-line	**:**	**17.00 Hrs. IST of 27.07.2026**
(iv)	Date & time of Opening of Technical Bids	**:**	**12.30 Hrs. IST of 28.07.2026**

3. The bidders desirous to participate in bidding must possess up to date compatible Digital Signature Certificate and should follow the changes/ modifications/ addendum to this DTCN, if any.
4. The original documents i.e., Affidavits, Undertakings & Certificates as per the Schedules and Annexure of DTCN that have been uploaded by the bidder in the e-tender website should be submitted for verification during evaluation, if required.
5. Any Bidder, intending to claim exemption for submission of EMD/BID Security as per OPWD Code, is required to submit necessary documentary evidence in support of such claim along with its on-line bid failing which, its bid will be treated as incomplete/non-responsive and hence, will be rejected outrightly.

6. **Minimum Eligibility criteria:**

i) The Registered Firms/ Companies should have **OEM (Original Equipment Manufacturer)/ Authorized commercial dealership of OEM for Air Conditioning system of LG make.**

ii) The Registered Firms/ Companies should have executed similar nature of work i.e **Annual Maintenance Contract (AMC) of Air conditioning system (VRF/VRV) having capacity of minimum 600 HP with Government / Government undertaking/ PSU/ Commercial Complexes in India**. The Firms/ Companies should have local office at Bhubaneswar (Detail address proof is to be submitted). The experience certificate(s) and document(s) should have been issued/signed from/by appropriate authority i.e., not below the rank of Executive Engineer/equivalent.

iii) The Registered Firms/Companies should have minimum Annual turnover of Rs. 50 lakhs in any one year during last three financial year i.e **(2022-23 to 2024-25)**. **The certificate issued by Chartered Accountant should bear the Unique Document Identification Number (UDIN). The annual turnover certificate duly certified by Chartered Accountant bearing UDIN for the FY 2025-26 shall also be accepted.**

7. The Bidder should not have been blacklisted by the Central Govt./Union Territory Administration/State Govt. or its subsidiaries in India as on the bid submission date. **Declaration by the Bidder in the form of Affidavit is to be uploaded in the e-tender website.**
8. The bid for the work shall remain valid for a period of 120 (One Hundred Twenty) days from the date of opening of Financial Bid. If any Bidder/Tenderer withdraws its bid/tender before the said period or makes any modifications in the terms and conditions of its bid, the said bid shall be rejected followed by forfeiture of its EMD and/or other actions as deemed fit by OWSSB.
9. Bids from Consortium/ Joint Venture are not acceptable.
10. The above mentioned documents to be submitted along with the bid by each bidder should not be treated as exhaustive and sequential. Before bidding, each intending bidder should go through the **Detailed Tender Call Notice (DTCN)** available in website ***www.tendersodisha.gov.in.***
11. Corrigendum, clarification, etc., if any will be uploaded in the website only. Bidders should regularly visit the above website to keep themselves updated.
12. Authority reserves the right to reject any or all the tenders without assigning any reasons thereof.
13. Mode of Submission of tender: Tender should be submitted on-line through **www.tendersodisha.gov.in.**
14. The word/words/expression; 'Employer', 'Authority', 'Executive Engineer', 'Engineer-in-Chief', 'Engineer-in-Charge', 'OWSSB' etc., with its/their assignee(s), hierarchy(s) and personnel acting on behalf of him/her/them mentioned in this DTCN shall carry the same meaning and spirit and shall ordinarily be referred and understood combinedly or discretely as 'Authority'/'Employer' for the stated work from tender stage to closure of the contract and if required, thereafter.
15. **Name and Address of the Officer Inviting Bids:**

Project Engineer, Project Management Unit-I,
Orissa Water Supply & Sewerage Board, Bhubaneswar
At – 3rd floor Unnati Bhawan , Satyanagar, Bhubaneswar-7
E-mail: pepmu1owssb@gmail.com

Sd/-
Project Engineer, PMU-I
OWSSB, Bhubaneswar

CHECK LIST TO BE FILLED UP BY THE BIDDER

Name of the Work : "Comprehensive Annual Maintenance Contract(AMC) of Air conditioning system(VRV/VRF) at Unnati Bhawan, Satyanagar, Bhubaneswar, Odisha"

Sl. No	Particulars	Reference to Clause no.	Whether furnished		Reference to Page no.
			Yes	No	
01.	Cost of Bid Document **Rs.6,000/- (online remittance)**	As per NIT			
02.	Bid Security (EMD) **Rs 22,000/- (online remittance)**	As per NIT			
03.	Copy of valid Registration Certificate	DTCN Clause No.2(A).a.v			
04.	Copy of valid GST Registration Certificate/ GSTIN	DTCN Clause No.2(A).a.iii			
05.	Copy of PAN Card	DTCN Clause No.2(A).a.iv			
06.	No Relationship Certificate	DTCN Clause No.2(A).a.vii			
07.	Works Experience -	Schedule-D			
(a)	List of similar works executed for minimum one year	As per NIT			
08. (a)	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer	Schedule-E			
(b)	Affidavit / Declaration	Schedule-G			
09.	Self-declaration certificate by the bidder in the form of Affidavit- for not being blacklisted by any Govt./ Govt. Undertaking	As per NIT			
10.	Self-declaration certificate by the bidder in the form of Affidavit- declaring that in last 3 financial years they have not applied for/ are undergoing Corporate Debt Restructuring (CDR) /Strategic Debt Restructuring (SDR) or facing recovery proceedings from Financial Institutions or those are facing Sickness and under consideration of Board for Industrial and Financial Reconstruction (BIFR)	DTCN Section - 2(B) Clause No.8.4			
11.	Annual Financial Turnover Certificate for three years duly signed by Chartered Accountant (FY 2022-23 to 2024-25)	As per NIT			
12	Power of attorney, if any	DTCN clause no.2(B) clause 22.1			

CONTRACT DATA

A. GENERAL INFORMATIONS

SN	Item	Details
1	Bid Reference No.	**02/PEPMU-I/OWSSB/BBSR /2026-27 Dt. 07.07.2026**
2	Name of the Work	**"Comprehensive Annual Maintenance Contract of Air conditioning system(VRV/VRF) at Unnati Bhawan, Satyanagar, Bhubaneswar, Odisha"**
3	Officer inviting tender	**Project Engineer, PMU-I, OWSSB, Bhubaneswar**
4	Officer concerned with headquarters authorized as Employer/ Engineer-in-Charge of this Work for drawl of Agreement, Execution of the Work, Payment, etc.	**Project Engineer, PMU-I, OWSSB, Bhubaneswar**
5	Approval of Technical Support & Supervision as per necessity	**OWSSB, Bhubaneswar**
6	Tender Accepting Authority	**Project Engineer, PMU-I, OWSSB, Bhubaneswar**
7	Estimated Cost	**Rs.21.68 lakh**
B. BID INFORMATION		
8	Intended completion period/Time period assigned for Completion	**One year**
9	Last Date & time of submission of Bid	**17.00 Hrs. IST of Dt.27.07.2026**
10	**Cost of Bid Document** (To be remitted online)	**Rs.6,000/-**
11	**Bid Security (EMD)** (To be remitted online)	**Rs. 22,000/-**
12	**Additional Performance Security**	**(In case the accepted tender value is less than the estimated cost put to tender)**
i)	Amount	**For details refer clause 23.4 of section 2(B) of DTCN**
ii)	Pledged in favour of	**Project Engineer, PMU-I, OWSSB, Bhubaneswar**
iii)	Payable at	**Bhubaneswar**
iv)	Type of Instrument	**As specified in the DTCN**
13	The Financial years of last three years	**2022-23 to 2024-25**
14	Bid validity period	**120 days from the date of opening of Price Bid**
15	Currency of Contract	**Indian Rupees**
16	Language of Contract	**English**

SECTION- 2(A)

DETAILS OF THE DOCUMENTS TO BE FURNISHED FOR ONLINE BIDDING

(a) Scanned copies of the following documents to be up-loaded in appropriate place in PDF format in the website **www.tendersodisha.gov.in**.

i. Cost of Bid Document (to be remitted online).
ii. Bid Security (EMD(to be remitted online)
iii. GST Registration Certificate / GSTIN.
iv. PAN Card.
v. Registration Certificate.
vi. Affidavit regarding no relation certificate.
vii. Work experience certificate from the authority not below the rank of Executive Engineer/Equivalent.
viii. Annual Turnover Certificate from Chartered Accountant for last three financial years.
ix. Authorisation certificate for OEM of LG make
x. Any other relevant required document, if any.

(b) Scanned Copies of the Certificates/Formats showing details of information to be furnished as per the enclosed formats should be uploaded in appropriate place after converting the same to PDF.

Schedule A - Structure & Organisation.
Schedule B - Financial statement
Schedule C - Deleted
Schedule D - Work experience
Schedule E - Information regarding current litigation/debarment etc.
Schedule F - Deleted
Schedule G - Affidavits/Declaration.
Schedule H - Form of Bank Guarantee for Additional Performance Security/ Initial Security Deposit

(The details of the Format is enclosed in the DTCN)

(c) Uploaded documents of valid successful bidders will be verified with the original before acceptance of offer.

(d) DTCN is not to be uploaded by the bidder. The bidder has to only agree / disagree on the conditions in the DTCN. The bidders, who disagree on the conditions of DTCN, can not participate in the tender.

SECTION- 2(B)
INSTRUCTIONS TO BIDDERS
A. GENERAL

1. Definitions:

(a) "Employer" means the **ORISSA WATER SUPPLY & SEWERAGE BOARD (OWSSB)** an undertaking of the Government of Odisha represented by the **Engineer-in-Chief, OWSSB, Odisha, Bhubaneswar** or his authorised representative with whom the selected Contractor signs the contract for the services.

(b) "Contractor" / Bidder / Firm / Engineer Firm / Company carry the same meaning through out the DTCN and Contract.

(c) "Contract" means the contract/ agreement signed by the parties along with all attached documents listed in the DTCN (Tender Document Part -I & II).

(d) "Data Sheet" means such part of the Instructions to Contractor as are used to reflect assignment conditions and evaluation of the bid.

(e) "Day" means a calendar day.

(f) "Government" means the Government of Odisha.

(g) "Instructions to Bidders (Section-2(B) of the Part-I of DTCN) means the document which provides all information needed to prepare their proposals.

(h) "NIT" (Section-1 of the DTCN) means the Letter of Invitation being sent by the Employer.

(i) "Personnel" means professionals and support staff provided by the Contractor and assigned to perform the services in full or in any part thereof.

(j) "Proposal" means the Technical Proposal (Tender Document Part I – General & Technical Bid) and the Financial Proposal (Tender Document Part II – Price Bid).

(k) "DTCN" means the Detailed Tender Call Notice prepared by the Employer for the selection of contractor.

(l) "Govt". means Govt. of Odisha or Govt. of India as the case may be.

2. Introduction / Selection Procedure:

The Employer named in the Data Sheet will select a contract firm to execute the work as described in the scope of work and in the Data sheet.

The Contractor shall bear all costs associated with the execution of the work on **Percentage rate Rate Bid.** The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to contract award without thereby incurring any liability to the Contractor.

3. Location of the Project:

The place of action is at **Unnati Bhawan, Satyanagar, Bhubaneswar** in the **State of Odisha.**

4. Source of Funding:

The work will be funded by **Government of Odisha.**

5. Eligibility:

5.1. A Bidder shall be deemed to have the nationality of India.

5.2. A Bidder shall be **Registered Firms/Companies having OEM (Original Equipment Manufacturer)/ Authorized commercial dealership of OEM for Air Conditioning system of LG make. The bidder** has to furnish Proof of registration along with the tender.

5.3. The bidder should be Original Equipment Manufacturer or it's subsidiary or it's Authorized Commercial AC dealer and authorized to Bid on that particular tender permitted on OEM letter head.

5.4. The Bidder must have their Registered Office/Branch in the state of Odisha in the periphery of Bhubaneswar Municipal corporation. Details of Address Proof of Office located in/ Odisha must be submitted.

5.5. Authorization letter required from Original Equipment Manufacturer for commercial service dealer/channel partner and they are continuing as authorized partners on the date of participation in the bid mentioning the Tender No.

5.6. On the basis of Tender confirmation, before placing the Work Order on eligible tenderer, a letter will be sent to the LG local branch office at Bhubaneswar asking for the authenticity of the tenderer, whether they are LG Authorized Channel Partners or not. On rejection of the same, the EMD amount will be forfeited and document verification/order placement will be done to next eligible tenderer.

6. History of Litigation and Criminal Record:

If any criminal cases are pending against the Contractor (him/her/partners) at the time of submitting the tender, then the tender shall be summarily rejected.

7. The Contractor has to furnish a declaration that no near relatives are working in the cadre of an Assistant Engineer/ Assistant Executive Engineer and above in the Organisation of OWSSB/Public Health Engineering Organisation (PHEO) of State of Odisha.

8. **Other Requirements:**

8.1. Even if the Contractor meets other criteria, his tender shall be summarily rejected if he is found to have misled or made false representation in the form of any of the statements submitted in proof of the eligibility and qualification requirements.

8.2. **The tender shall also be summarily rejected if he has a record of poor performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure.**

8.3. In addition to the above, even while executing the work, if it is found that he produced false / fake, certificates in his tender, he will be blacklisted.

8.4 The bidders who have in last 3 financial years applied for / are undergoing Corporate Debt Restructuring (CDR)/Strategic Debt Restructuring (SDR) or facing recovery proceeding from Financial Institutions or those are facing Sickness and under consideration of Board for Industrial & Financial Reconstruction (BIFR) are not eligible for qualification. Self declaration Certificate by the bidder in the form of affidavit is to be submitted.

9. **Original Certificates:**

Original documents/certificates shall be produced as and when required to verify the copies of statements and other information furnished along with tender. Failure to produce original documents in time will lead to disqualification.

10. **Cost of Tendering:**

The Contractor shall bear all expenses associated with the preparation and submission of his tender. **OWSSB** shall in no case be responsible or liable for reimbursement of such expenses.

11. **Site Visit:**

The agency/firm is advised to visit and examine the site at **Unnati Bhawan, Satyanagar, Bhubaneswar** in the **State of Odisha** and its surroundings and obtain for himself all information that may be necessary for preparing the tender and quoting rates at his cost and responsibility.

B. TENDER DOCUMENTS

12. **Tender Documents:**

12.1. A set of Tender Documents comprising of the General & Technical Bid and the Price Bid includes the following together with all Addenda thereto, which may be issued in accordance with **DTCN**.

12.2. The Contractor is expected to examine carefully all instructions, terms of reference, tender conditions, forms, appendices to tender, addenda in the tender documents. Failure to comply with the requirements of tender submission will be at the contractor's own risk.

13. **Amendment of Tender Documents:**

13.1. At any time prior to the dead line for submission of tenders, **Project Engineer,PMU-I, OWSSB, Bhubaneswar** may for any reason, whether at its own initiative or in response to the clarifications requested by the prospective Contractor, modify the tender documents by issuing an Addendum/Corrigendum.

13.2. Such addendum will be notified in the website and will be binding upon them.

13.3. In order to afford intending Contractor reasonable time to take such addenda into account in preparing their tenders, **Project Engineer, PMU-I, OWSSB, Bhubaneswar** at his discretion, may extend the dead line for the submission of tenders, if necessary.

C. PREPARATION OF TENDER DOCUMENT

14. **Language of the Documents:**
All documents relating to the Tender shall be in the English language.

15. **Documents Comprising the Tender:**
   (a) Technical & Price Bid (Part-I of Tender Document)
   (b) All documents stipulated elsewhere in the DTCN.

16. **Sufficiency of Tender:**
The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the services to be provided and of the prices quoted in the financial bid, which shall cover all his obligations under the contract and all matters and things necessary for the successful accomplishment of the work.

17. **Preparation of Proposal:**

17.1. The Proposal as well as all related correspondence exchanged by the employer & the Contractor shall be written in the language specified in the Data Sheet.

17.2. In preparing the proposal, the Contractor is expected to examine in detail the documents comprising the DTCN. Material deficiencies in providing the information requested may result in rejection of a proposal.

18. **Site Inspection by tenderer**.
The tenderer shall inspect the site at his own cost and shall satisfy himself with regard to the nature and extent of the work involved, the actual site conditions, existing facilities and shall collect any other information which may be required before submitting the tender. Any further data required during execution of the work shall be ascertained by the contractor at his own cost.

19. Deleted

20. **The Financial Proposal:**

20.1. The Contractor shall quote his rates on prescribed form of the Bill of Quantities (BoQ) already supplied in the Tender.

20.2. The offer shall be inclusive of all costs associated with the assignment including cost of all materials to be utilized in the work, cost of T&P, consumables, infrastructure backup etc. The offer shall also be inclusive of all duties, levies, taxes of the Central and State Govt. **but exclusive of GST**. Further it shall also include all other expenses incidental thereto for successful accomplishment of the assignment in conformity with the DTCN.

Note: GST as applicable shall be paid over the bill amount at the time of payment of quarterly bills.

20.3. The contractor should make realistic assessment of the exhaustive nature of work and the extent of expert technical and managerial inputs and resources required to carry out the work diligently to complete the work within the stipulated time and quote their offer accordingly.

20.4. The rate quoted by the firm shall be firm.

21. **Tender Validity:**

21.1. The proposal must remain valid for **120 (One Hundred Twenty) days** from the date of opening of price bid.

21.2. A Contractor agreeing to the request of extending the validity period of the proposal will not be required or permitted to modify his tender, but will be required to extend the validity of his EMD/Bid Security declaration.

22. **Authorisation, Corrections, Erasures etc. in Tender Papers:**

22.1. The tender document shall be digitally signed by a person duly authorized to do so. Proof of authorization shall be furnished in the form of a certified copy of Power of Attorney, which shall accompany the tender.

22.2. The completed tender shall be submitted without any alterations, inter-relations or erasures except those which accord with instructions given by the **Project Engineer, PMU-I, OWSSB, Bhubaneswar.**

22.3. Only one tender shall be submitted by a contractor. Submission of bids through e-Procurement portal the system shall consider only the last bids submitted through portal.

23. Earnest Money Deposit / ISD / SD / Additional Performance Security:

23.1. **Earnest Money Deposit: Online Remittance**

23.2. **Initial Security Deposit/Performance Security:**

After issue of Letter of Acceptance (LoA) by **Project Engineer,PMU-I,, OWSSB, Bhubaneswar**, the successful bidder shall have to furnish Initial Security Deposit (ISD) amounting to not less than **2% (two percent)** of the accepted value of the tender in shape of NSC/Postal Saving Pass Book /Post Office Time Deposit /Kishan Vikash Patra/Deposit Receipt in Nationalized Schedule Bank duly pledged in favour of the **Project Engineer, PMU-I, OWSSB, Bhubaneswar** payable at **Bhubaneswar** within **7(seven) days** of issue of LoA failing which, the bid security shall stand forfeited followed by other action as deemed fit against the said bidder. The successful bidder may also submit ISD in shape of Bank Guarantee (BG) issued in favour of **Project Engineer, PMU-I, OWSSB, Bhubaneswar** payable at **Bhubaneswar** from/through any nationalised/schedule bank located at Bhubaneswar or counter guaranteed through any branch of the corresponding bank located at Bhubaneswar. The BG should remain valid at least till one month after expiry of AMC period from the stipulated date of completion of the work as per the contract.

23.4. **Additional Performance Security:**

As per Works Department O.M. no 173/W dt. 03.01.2026, Additional Performance Security (APS) should be submitted by the successful bidder when the accepted bid amount is less than the estimated cost put to tender in following manner.

Sl no	Range of Difference between the estimated cost put to tender and Bid amount	Additional performance security to be deposited by the successful bidder
i.	Below 0% but not below 10%	No Additional Performance Security is required
ii.	Below 10% but not below 20%	APS shall be incremented by 0.1% for every % of bid price below 10%
iii.	Price is 20% or more below	APS shall be incremented by 0.2% for every % of bid price below 20%

It should be in shape of NSC/Postal Saving Pass Book /Post Office Time Deposit / Kishan Vikash Patra/ Deposit Receipt in Nationalized Schedule Bank duly pledged in favour of the **Project Engineer, PMU-I, OWSSB, Bhubaneswar** payable at **Bhubaneswar.** The successful bidder may also submit APS in shape of Bank Guarantee (BG) issued in favour of **Project Engineer, PMU-I, OWSSB, Bhubaneswar** payable at **Bhubaneswar** from/through any nationalised/schedule bank located at Bhubaneswar or counter guaranteed through any branch of the corresponding bank located at Bhubaneswar. The BG should remain valid at least till one month after expiry of stipulated date of completion of the work as per the contract. Please note that the deposit of APS shall be as per guidelines stated in O.M. no 173/W dt. 03.01.2026 of Works Department.

23.6. **Security Deposit**

In addition to 2% ISD, **3% of gross bill value** will be deducted from each quarterly bill(s) of the agency/firm towards **Security Deposit (SD)** which will be refunded after the completion of AMC period subject to payment of final bill and deliverance of satisfactory services. Thus the total security deposit will be 5% (i.e. 2% + 3%). The security deposit will be forfeited if the agency withdraws the AMC or fails to provide the service as per the terms and conditions within the AMC time period.

23.7. Deleted

23.8. In consideration of the **Project Engineer, PMU-I, OWSSB, Bhubaneswar** to investigate and to take into account each tender and in consideration of the work thereby involved, all earnest money deposited by the tenderer will be forfeited in the event of such tenderer either modifying or withdrawing his tender at his instance within the validity period.

24. **Signing of Tenders / Bid**

All tender documents will be signed digitally with Digital Signature Certificate (DSC). The online bidder shall digitally sign on all statements, documents, certificates, uploaded by him, owing 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/ action to be taken as per Bid security declaration and the bidder is liable to be blacklisted.

24.1. If the tender is made by an individual, it shall be signed with his own Digital Signature Certificate (DSC).

24.2. If the tender is made by a corporation/company, it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his authorization. Such a corporation/company may be required before the contract is executed, to furnish evidence of its corporate existence.

The tender shall contain no alterations or additions, except those to comply with instructions issued by the Tender Inviting Officer, or as necessary to correct errors made by the Tenderer, in which case all such corrections shall be digitally signed.

24.3. No alteration made by the tenderer in the contract form, the conditions of the contract, statements/formats accompanying the tender shall be recognized and in case of any alterations made by the tenderer, the tender will be void.

24.3.1. All documents furnished by the contractor along with the tender are to be digitally signed by the bidder.

25. Clarification and Amendment to DTCN Document:

25.1. Contractor may request a clarification to any clause of the DTCN documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent online in the portal. The Employer will respond to this online through the same portal. Should the Employer deem it necessary to amend the DTCN as a result of a clarification, it shall do so following the procedure under para. 2(B) 25.2.

25.2. At any time before the submission of Proposals, the Employer may amend the DTCN by issuing an addendum/corrigendum which shall be published in the portal. The addendum/corrigendum shall be binding for the bidders. To give the bidders a reasonable time to take into account the amendment into their proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of proposals. The purpose of this is to clarify issues on any matter, a tenderer may raise concerning the tendering of the works.

D. SUBMISSION OF TENDERS

26 In view of adoption of e-procurement process pursuant to Government of Odisha in Works Department Office Memorandum No.FA-R-3/08-4657/W dated 12.03.08, 4666/W dated 12.03.2008, 1027/W Dt.24.01.2009 & 7885/W dated 23.07.2013 following changes/ modification/ addendum shall be effected.

26.1. **Bid Documents:**

Bid documents consisting of technical bid & price bid shall be provided in the portal. Submission of bids will be through the e-Procurement portal. The bidders shall prepare the documents & up load the scanned document to the portal in appropriate place in PDF format.

26.2. **Clarification of Bidding Documents:**

In case of submission of Bids through the e-Procurement Portal, the bidder can seek clarification within the period of seeking clarification as mentioned in tender call notice. The Employers response for the queries raised by the bidder will be posted in the portal.

26.3. **Documents Comprising the Bids:**

In case of submission of Bids through the e-Procurement Portal, the bidder can submit the scanned copy of the documents in the designated locations of Technical Bid and Financial Bid. Submission of document shall be effected by using Digital Signature Certificate (DSC) of appropriate class and thus shall be in encrypted form.

26.4. **Bid Price:**

In case of submission of Bids through the e-Procurement Portal, **an intelligent Bill of Quantity in Microsoft Excel format** shall be made available to the bidder. The bidder shall down load that particular Excel sheet and fill in rates in figures at the appropriate location. The line item total in words and the total amount in case of item rate tenders shall be calculated automatically and shall be visible to the bidder. In case of percentage tender, the bidder will only fill in the designated cell and activate "less" or "excess" to indicate whether his price offer is how much excess or less than the estimate amount. The contractor will write percentage excess or less up to two decimal point only. The bidder is not supposed to change or modify the format of the excel sheet in any form.

26.5. **Bid Security/EMD:**

(i) In any of the following case, the EMD will be forfeited:

a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity.
b) If the Bidder does not accept the correction of the Bid Price.
c) In the case of a successful Bidder, If the Bidder fails within the specified time limit to
    i) Sign the Agreement/contract or
    ii) Furnish the required ISD and Performance Security.
d) In case of submission of Bids through the e-Procurement Portal, if any of the statements, documents, and certificates up loaded by the bidder is found to be false/ fabricated/ bogus, the bidder will be blacklisted and his EMD/ Bid Security shall be forfeited.

26.6. **Submission of Bid:**

In case of submission of bids though e-Procurement portal, the bidder shall upload the scanned copy/copies of documents as required as per DTCN. The on line bidder shall have to produce the original documents in support of scanned copies & statements up-loaded in the portal on demand by the employer prior to award of contract-failing which action as per DTCN will be initiated.

In case of submission of Bids through the e-Procurement Portal, the bidder shall only submit single copy of the document. He is required to check the documents uploaded with the requirement asked for in the bid. Only after satisfying that all the documents have been uploaded, he should activate submit button. His bids shall not be considered responsive and action as per relevant clause shall be taken if he does not provide the required documents or provided illegible document. Clarity of the document may be ensured by taking out a sample printing.

26.7. **Late Bids:**

In case of submission of Bids through the e-Procurement Portal, the system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the portal time displayed in the system shall be the time to be followed by the bidder.

27. **Modification & Withdrawal of Bid:**

In case of submission of Bids through the e-Procurement Portal, it is allowed to modify the bid. 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. If the bidder fails to submit his modified bids with in the designated time of receipt, the bids already in the system shall be taken for evaluation.

In case of submission of Bids through the e-Procurement Portal, withdrawal of bid is allowed. The bidder has to click on the "withdraw" button and record the necessary justification for the same in the space provided. In addition to this, he has to write a letter addressed to the Officer inviting the bid and up load the scanned document to portal in respective bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

28. **Bid Opening:**

In case of submission of Bids through the e-Procurement Portal, the bidders who participated in the online bidding can witness opening of the bid from any system logging on to the portal away from opening place. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid.

29. **Award of Work:**

In case of submission of Bids through the e-Procurement Portal, the system shall generate the Award of Contract letter and intimate the bidders in his e-mail.

E. TENDER OPENING AND EVALUATION

30. **Tender Opening:**

30.1 The **Project Engineer, PMU-I, OWSSB, Bhubaneswar** will open the tenders electronically on the date & time mentioned in the **Notice Inviting Tender (NIT).**

30.2 (i) A tender shall be rejected if;

a) Price Bid is not enclosed.
b) Cost of tender document is not furnished.
c) Bid security is not furnished.

(ii) In case if the bidder has not submitted following document with the bid due to any reason, clarification may be sought and queries may be issued to the bidders for submission of the same with a stipulated period, failing which their offer shall be liable for rejection.

d) Proof of eligibility and qualifications is not enclosed.
e) There are any criminal cases pending.
f) PAN is not enclosed.
g) Affidavit is not enclosed.
h) Power of Attorney is not enclosed.
i) Record of litigation and arbitration is not enclosed.
j) Other documents as required not enclosed.
k) GST Registration Certificate/GSTIN.

30.3. Deleted

30.4. The **Project Engineer, PMU-I, OWSSB, Bhubaneswar** may prepare, for his own record, minutes of the tender opening, including the tender opening summary which shall be posted in the portal.

31. **Clarification on Tenders from Tenderers:**

To assist in the scrutiny, evaluation and comparison of the tenders, the **Project Engineer, PMU-I, OWSSB, Bhubaneswar** may ask contractor individually for clarification on their tenders. The request for clarification and response shall be in writing or by mail. However, no change in the tender amount/ rate shall be sought, offered or permitted by the **Project Engineer, PMU-I, OWSSB, Bhubaneswar** during the evaluation of the tenders.

32. **Determination of Responsiveness:**

32.1. Prior to the detailed evaluation of tenders, **Project Engineer, PMU-I, OWSSB, Bhubaneswar** will determine whether each tender has been submitted in the proper form and whether it is substantially responsive to the requirements of the tender documents. Tenders, which have not been submitted in the proper form, will be rejected.

32.2. Any tender which is not substantially responsive to the requirements of the tender documents will be rejected by the **Project Engineer, PMU-I, OWSSB, Bhubaneswar.** Such a tender shall not be allowed subsequently to be made responsive by the contractor by correcting or withdrawing the non-conforming deviation(s) or reservation(s).

32.3. Conditional Tender shall not be accepted.

33. **Proposal Evaluation:**

33.1. From the time of the proposals are opened to the time, the contract is awarded, the contractor should not contact the client on any matter related to its Technical and/or Financial Proposal except any required in Clause-2(B)31.

33.2. Any effort by a bidder to influence the client in any form directly or indirectly during the examination, evaluation, ranking of proposals, and recommendation for award of the contract may result in the rejection of the contractor's proposal.

33.3. Evaluation of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

33.4. **Evaluation of Technical Proposals:**

33.4.1. The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the DTCN.

33.4.2. A Proposal shall be rejected at this stage if it does not respond to required aspects of the NIT / DTCN.

33.4.3. During technical evaluation, the tenderers may have to make a presentation on their technical proposal before the Evaluation Committee if felt necessary. The date of such presentation shall be intimated to them in writing or by mail.

33.5. **Evaluation of Financial Proposals:**

33.5.1. Deleted

33.5.2. Deleted

33.5.3. Financial bids determined to be substantially responsive will be checked by the employer for any arithmetic error(s).

33.5.4. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount or between words and figures, the amount in words will prevail.

33.5.5. If the bid price increases as a result of these corrections, the amount as stated in the bid will be the bid price and any increase will be treated as rebate. If the bid price decreases, the decreased amount will be treated as bid price.

33.6. **Selection of contractor on the basis of Price Bid:**

Other condition being equal, the contractor bidding the lowest price will be considered for acceptance by competent authority.

34. Negotiations:

34.1. Negotiations will be held if required with the lowest valid tenderer. In the event of the L_1 tenderer has furnished any condition which grossly affects the tender value / contains such conditions which make the value of the offer indefinite, he may be given an opportunity to withdraw such condition(s) to make the tender definite. Failure to withdraw such condition(s) may lead to rejection of the tender as in consistent / non responsive. In such case the employer may explorer the possibility of considering the next valid tender as L_1.

F. AWARD OF CONTRACT

35. **Award Criteria:**

35.1. After acceptance of price bid of the tender by competent authority selected contractor will be intimated about such acceptance.

35.2. The contractor is expected to commence the work on the date and at the location specified in the Data Sheet.

36. **Right to Accept or Reject any or all Tenders:**

Not withstanding Clause 2(B)(F)35, the **Project Engineer, PMU-I, OWSSB, Bhubaneswar** reserves the right to accept or reject any tender, annul the tendering process, reject all tenders at any time or any stage prior to the award of contract without thereby incurring any liability to the affected bidders.

37. **Process to be Confidential:**

37.1. After the opening of tenders as per Clause 2(B)(E)30 & 2(B)(E)33, information relating to examination, clarification, evaluation and comparison of tenders and recommendations, concerning to the award of contract shall not be disclosed to the contractor or any other persons, officially not concerned with the process, until the award of the contract to the successful contractor has been announced.

37.2. Any effort by any contractor to influence the Department officials in scrutiny, clarification, evaluation and comparison of tenders, and in any decisions concerning award of a contract, may result in the rejection of their Tender.

38. **Notification of Award & signing of Agreement:**

a) 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 the execution & completion of the works by the contractor as prescribed by the contract & 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.

b) The contractor after furnishing the required acceptable performance security and additional performance security, "Letter to 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 summary and declare the process as complete.

c) In the e-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his e-mail ID. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

e) The bidder shall within **7 (seven) days** of issue of letter of acceptance, furnish the Initial security deposit & additional Performance security (if any) in the prescribed form & shall sign the agreement in prescribed format, failing which the Engineer-in-Charge shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Bid Security absolutely**.** The agreement will incorporate all agreements between the officer inviting the bid and the successful bidder.

f) If **L_1 bidder does not turn up for agreement** after finalization of the tender, then he shall be debarred form participation in bidding for three years and action will be taken to blacklist the contractor. In that case, the L2 bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled. In case a contractor is black listed, it will be widely published and intimated to all departments of Government and also to Govt. of India agencies working in the state.

(Amendment to Para-3.5.14 Note-I of OPWD Code Vol.-I , OM No.12366/W dated 8.11.2013)

g) **Following documents shall form part of the agreement**

i. The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence & documents leading thereto & required amount of performance security including additional performance security as per sub clause 23.4.

ii. Standard/Customized Bid Document P.W.D. Form P1**.**

iii. The letter to proceed with the work shall be issued by Engineer-in-charge only after signing of the agreement. The notification of award will constitute the formation of the contract subject to the furnishing of performance security and additional performance security in accordance with the provisions of the agreement.

iv. On acceptance of the composite bids by the competent authority the letter of award will be issued by the Engineer-in-Charge of the major component of the work on behalf of the Governor of Odisha.

G. SPECIAL CONDITIONS OF CONTRACT

39. Black Listing:

A Contractor may be black listed as per amendment made to **Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Contractors vide letter No.3365 Dt.01.03.2007 of Works Department, Odisha**. As per said amendment the Contractor may be blacklisted.

a) Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.

b) Involvement in any sort of tender fixing.

c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.

d) Persistent and intentional violation of important conditions of contract.

e) Security consideration of the State i.e., any action that jeopardizes the security of the State.

f) Submission of false/ fabricated / forged documents for consideration of a tender.

40. Grant of Concession to Scheduled Caste & Scheduled Tribe Contractors:

If the tender of the individual registered contractors belonging to Scheduled Caste and Scheduled Tribe is within 10% of the rate quoted by the lowest tenderer for any work, the work may be considered for award to him/her at the lowest tendered rate in the relaxation of Rule 18 of the O.G.F.R. Vol.I and Para 3.5.14 of OPWD Code Vol.I.
(**Resolution No.16/37 – 27748 Dated 11.10.1977 amended vide No.16262/W Dt.30.10.2018**)

SECTION –2 (C)

LETTER FOR SUBMISSION OF TENDER

[To be filled in by the Bidder]

Note:- (1) Additional conditions appended to the tender will make the tender liable for rejection. *(2) Non-submission of Bid security declaration in proper shape and other required documents as detailed hereinafter shall make the tender liable for rejection.*

Ref. No. ________/Dated__________

To

The Project Engineer, PMU-I
OWSSB, Bhubaneswar.

Sub: **Tender for the Work: "Comprehensive Annual Maintenance Contract (AMC) of Air Conditioning system (VRV/VRF) at Unnati Bhawan, Satyanagar, Bhubaneswar, Odisha"**

Ref: **Bid Reference No. 02/PEPMU-I/OWSSB/BBSR/2026-27 Dt.07.07.2026 published in the website www.tendersodisha.gov.in.**

Dear Sir,

With reference to the above, we are to inform you that in response to your above referred NIT, we have downloaded the Detailed Tender Call Notice (DTCN) and that after having thoroughly examined the same, we hereby tender for the work to execute the work within the stipulated time and in conformity with the relevant clauses of the DTCN along with all related statutory rules and regulations for the amounts as quoted in the accompanying price bid.

2) I/We have studied, acquainted and satisfied ourselves with the site and its working conditions for the successful and timely completion of the work.

3) **Our offer is unconditional and is in conformity with** the requirements of **the DTCN**. We understand that **any additional condition put by us in the tender shall make our tender liable for rejection**.

4) I/We understood that you are not bound to assign any reason in case of rejection of our tender.

5) I/We agree to keep our offer open for a minimum of 120 (One Hundred Twenty) days from the date of opening of the Price bid. Further extension of validity will be our prerogative.

Should this tender be accepted, we hereby agree to abide by and fulfil all the terms and provisions of this Detailed Tender Call Notice (DTCN).

Thanking you.

Yours faithfully,

Name and Signature
of the authorised signatory
along with seal and address of the firm.

SECTION-2(D)

LETTER OF ACCEPTANCE OF TENDER

(To be filled in by* Project Engineer, PMU-I, OWSSB, Bhubaneswar*)

The above tender is hereby accepted by me on behalf of the Governor of Odisha.

Project Engineer,PMU-I,
OWSSB, Bhubaneswar
Signed on behalf of the
OWSSB/Governor of Odisha

SECTION-3

Deleted

SECTION – 4

AGREEMENT NUMBER NO. DT.
Form of Contract
(Percentage rate)

This Agreement (herein after called the "Contract") is made on ………… day of ……………. at Bhubaneswar between, on the one hand Orissa Water Supply & Sewerage Board (OWSSB), a Government of Odisha undertaking having its office at Unnati Bhawan, Satyanagar, Bhubaneswar, Odisha -751007, acting through **the Project Engineer, Project Management Unit-I, OWSSB, 3rd Floor, Unnati Bhawan, Satyanagar, Bhubaneswar-7, Email – pepmu1owssb@gmail.com** (herein after called the "Purchaser") which expression shall unless excluded by or repugnant to the context be deemed to include their successors, successors in office and assigns) of first part and on the other hand ***[Name of the Agency]*** which expression shall unless excluded by or repugnant to the context be deemed to include their successors, successors in office and assigns) of the second part for the work ***[Name of the work]***.

a. The Project Engineer, Project Management Unit-I, OWSSB, 3rd Floor, Unnati Bhawan, Satyanagar, Bhubaneswar-7, Email – pepmu1owssb@gmail.com has requested ***[Name of the Agency]*** to provide Annual Maintenance Contract services (herein after called the services) as defined in the condition of the contract attached to this form contract.

b. ***[Name of the Agency]***, having represented to the Purchaser that they have agreed to provide the services as per the terms and conditions set forth in this contract.

c. Both the Project Engineer, Project Management Unit-I, OWSSB, 3rd Floor, Unnati Bhawan, Satyanagar, Bhubaneswar-7, Email – pepmu1owssb@gmail.com as well as ***[Name of the Agency]*** have accepted the terms and conditions set forth in this contract. The funds will be made available for this contract, from the grant of Government of Odisha.

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

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

1	NIT
2	DTCN
3	Bill of Quantities
4	Agency's Bid Document
5	Comparative Statement
6	Work Order
7	Any other document

2. The mutual rights and obligations of **the Project Engineer, Project Management Unit-I, OWSSB, 3rd Floor, Unnati Bhawan, Satyanagar, Bhubaneswar-7, Email – pepmu1owssb@gmail.com** and ***[Name of the Agency]*** shall be as set forth in the Contract documents.

   (A) ***[Name of the Agency]*** shall carry out and complete the Services in accordance with the provisions of the Contract.

   (B) The Project Management Unit-I, OWSSB, 3rd Floor, Unnati Bhawan, Satyanagar, Bhubaneswar-7, Email – pepmu1owssb@gmail.com shall make payments to ***[Name of the Agency]***, in accordance with provision of Contract. Equal installment shall be payable by purchaser quarterly at end upon submission of invoice by the agency.

   (C) The Project Management Unit-I, OWSSB, 3rd Floor, Unnati Bhawan, Satyanagar, Bhubaneswar-7, Email – pepmu1owssb@gmail.com has the right to cancel / terminate the contract on the basis of unsatisfactory services. There will be a notice period of 30 days before termination of contract.

IN WITNESS WHERE OF, the parties hereto have caused this Contract to be signed their respective names as of the day and year first above written.

Project Engineer **P.M.Unit-I, OWSSB, Bhubaneswar**	**[Name of the Agency]**,
(Witnesses)	**(Witnesses)**
1)	1)
2)	2)

SECTION-5

CONDITIONS OF CONTRACT

5.1 Year of procurement of major centralised Air Conditioning system and its component (for vintage): 7 **to 8 years.**

5.2 The VRF/VRV air conditioning system of Unnati Bhawan is under comprehensive Annual Maintenance Contract from dt.20.10.2019 after successful completion of initial warranty/ guarantee period of 1(one) year and is functioning smoothly.

5.3 AMC will be for a period of one year commencing from the date of the Agreement comes into force and the successful bidder will be bound to provide service at agreed rates and terms during this period. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions for a period of another 2 (two) years on yearly basis based on satisfactory service provided by the AMC Agency. This can be cancelled unilaterally by the Competent Authority of OWSSB, whenever the service is not found to be satisfactory or up to the mark. OWSSB also reserves the right to shift and reinstall any of the machines to any room and it will continue to be covered under AMC by the AMC provider.

5.4 Deleted

5.5 The bidders may visit all the AC units detailed at **Annexure-I** on the specified dates and verify the units condition before quoting the rates for Comprehensive AMC services. They should submit a survey report enclosed along with their bids. The quoted price should incorporate all required hardware and repairing cost for the proper functioning of the units considered under the contract only.

OWSSB shall not entertain any excuse for the non-performance of the units considered under the contract, failing which the penalty clause shall be applicable. The decision of the competent authority shall be final in this case.

5.6 **At present 616 HP capacity of LG make AC has been installed in the premises of Unnati Bhawan as detailed at Annexure-I**. The actual number of AC units under AMC services may either increase of decrease at the discretion of the authority.

5.7 AMC amount will increase or decrease accordingly with the occupancy of the building as per quoted rate i.e per HP. The capacity of total outdoor units/ HPs should be fixed for at least one quarter and payment will be made accordingly.

5.8 The rates accepted will remain firm and fixed during the period of the contract and OWSSB will not entertain any claim for the upward revision/ increase of these rates or for payment of any additional charges on any ground whatsoever.

5.9 The units will be kept in working condition at all times during the period of the contract. The successful bidder is required to maintain records of all preventive and curative maintenance works and provide the same to the Engineer-in-Charge on monthly basis.

5.10 In the case of repair/ replacement of parts in the AC, only genuine spare parts made by OEM of LG make, conforming to the relevant Indian Standards (ISI marked) or as approved by the department, will be installed. In the case of replacement of compressors, the warranty card, indicating Compressor No, make date of purchase, etc. will be deposited with OWSSB (Engineer-in-Charge). If this condition is not followed the AMC provider shall be liable for penalty double the cost of the item.

5.11 The firm will keep sufficient stock of essential spare parts at site for replacement of defective/ worn out parts expeditiously.

5.12 If any AC/ major component is required to be taken away for repair etc. at the workshop, a stand-by arrangement will be installed in lieu thereof.

5.13 Only experience engineers/technicians/mechanics/helpers, whose character and antecedents have already been verified, will be deputed to attend the work.

5.14 The firm shall be solely responsible for any negligent acts of their personnel and shall indemnify OWSSB against any loss or damage to its property or injury to its employees due to such acts.

5.15 OWSSB shall not be a party to any dispute between the firm and the personnel deployed by them.

5.16 Penalty:

i) If the services provided by the agency under this maintenance services contract are not to the full satisfaction of this office, the maintenance contract may be terminated by this office and the charges shall be payable only up to the period, till which the agency has rendered satisfactory services. The decision of the Engineer-in-Chief, OWSSB or its authorized representative in this regard shall be final and binding to the agency.

ii) In case of non-compliance with the contract, this office reserves the right to cancel/ rescind/ revoke the contract and impose suitable penalty in proportion to the damages.

iii) The maximum response time for repairing the system shall not be more than one day. After continuous three days of time, if agency fails to repair system/ providing equivalent standby equipment solution, an amount of Rs.500/- per HP per day as penalty shall be applicable.

Note: The period will be reckoned from the time of lodging the complaint by telephone/ email/ letter/ whatsapp, etc.

5.17 RESPONSE TIME :

i) In case of delay in restoration of any non-operation/ malfunction/ total breakdown of any unit of AC plant, proportionate deductions on per day & per unit basis (HP) will be made from the contract amount, against the down time periods.

ii) There will be no deduction from the contract amount, if the breakdown/ non-operation/ malfunction of any system is restored within 06 hours of reporting of the fault.

iii) The down time means the period calculated between the date & time of reporting of any fault/ break down of the system to the contractor and the date & time of restoration of normal operation of the AC plant by the contractor.

5.18 No price escalation shall be permitted on any ground.

5.19 The firm will be required to undertake preventive maintenance by checking all the Air Conditioners as per scope of works and confirm that the systems are in the best of the working conditions.

5.20 All service request/ calls lodged via telephone/ email/ letter/ whatsapp, etc. for repair work must be attended within 24 hours of the complaint being lodged with the AMC provider. If the AMC provider firm failed to attend the calls with 24 hours, OWSSB reserves the right to let the work done by other firms and deduct such expenses from the AMC charges. In the case of exceptional and repeated delays, poor services, fault, break down, etc, this office reserves the right to deduct such costs as deemed to be necessary by way of damages and may also cancel the AMC unilaterally.

5.21 The agency must have dedicated toll free telephone no. for service support.

5.22 It shall be the responsibility of the contracting firm to handover the machines in good working condition at the end of the contract period to the OWSSB, failing which the firm shall be liable to pay liquidated damage to the OWSSB as deemed fit by the competent authority.

5.23 The firm is required to depute technically and professionally competent personnel to provide the requisite performance service as and when required.

5.24 The AMC service provider is required to maintain the servicing cards for each air conditioner units on which full signature of the person operating the machine and Engineer-in-Charge, OWSSB shall be taken after each servicing.

5.25 Any failure on the part of the AMC service provider to maintain the machine satisfactorily and delay on the part of the firm to repair the defects/ replace defective parts for any reason including non availability of the genuine spares/ parts shall be deemed as a breach of terms and condition of this AMC and shall entail deduction of such amount of penalty as maintenance charge as may be decided by the competent authority.

5.26 Agency is required to provide all defective/ damage components to the Engineer-in-charge, OWSSB after the replacement. The new parts/ components/ sub-assemblies used for repair/ replacement by the contractor should be same and original make/ equivalent or higher make & version and functional capability as originally available in the systems as per Annexure -III.

5.27 The contractor is also obliged to provide landline/ mobile phone numbers/toll free number for registering emergency calls. The contractor shall immediately attend the emergency call back services on receipt of any report of non-operation/ malfunction/ total breakdown of any unit of AC.

5.28 No AC units or parts thereof shall be taken out by the mechanic to the workshops. All works are to be carried out within the premises of the OWSSB. However, the works which cannot be done within the premises would be allowed to be done outside with written permission of the Engineer-in-charge, OWSSB and no extra charges shall be paid for this work.

5.29 The bidders should have local office and servicing facilities **at Bhubaneswar**. At the time of acceptance of the AMC , the agency should furnish/submit the details of the local office address with designation, telephone number, mobile no. and email ID of competent authority, Engineers and supervisors for any complain regarding defect in AC system could be informed.

5.30 The contractor shall also engage experienced & authorized engineer/ manager for periodic supervision of the overall maintenance job (including the periodic preventive maintenance) to ensure safe and smooth operation of the AC plant under the maintenance contract.

5.31 The contractor shall not modify any portion of the AC plant without the prior written approval of Authority.

5.32 All records shall be authenticated jointly by the contractor and the representative/ Engineer-in-Charge.

5.33 The overall servicing and preventive maintenance of all the AC unit shall be done by the contractor **at least once in a month**, as per the standard maintenance schedule of the AMC.

5.34 The contractor shall provide services on holidays also, whenever required.

5.35 Payment terms :

i) Approved comprehensive maintenance charge will be paid by the authority.

ii) GST as applicable shall be paid over the bill amount at the time of payment of quarterly AMC bills. However, confirmatory receipt of tax has to be submitted to the authority.

iii) Payment will be made on quarterly basis, after the successful completion of 03 month of service and maintenance of the AC and their associated accessories.

iv) Statutory deductions such as labour cess, TDS, Security deposit, any other tax etc. will be made from the billing amounts for which proper certificates will be issued by appropriate authority and will be deposited with concerned authority.

v) The agreed Basic contract rate shall be firm during the entire period of execution of the contract and the Basic contract rate means the contract rate without GST.

5.36 The OWSSB reserves the right to terminate the contract by giving one month' notice to the contractor.

5.37 All disputes/ litigations are subjected to Bhubaneswar jurisdiction only.

5.38 The essence of this contract is to achieve "Zero Breakdown". The agency shall intimate OWSSB or its authorised representative regarding any breakdown in writing.

5.39 Force Majeure:

Neither the contractor nor the Project Engineer shall be considered in default in delayed performance of its obligation if such performance is prevented or delayed because of work to hostilities, revolution, civil commotion, epidemic, accident, fire, cyclone, flood, earthquake or because of any law and order proclamation, regulations or ordinance of the Government thereof or because of any act of God or for any cause beyond reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations a state of force majeure lasting continuously for a period of 6 months, the two parties shall consult each other regarding the future execution of the contract for mutual settlement.

5.40 Safety Measures: If any accidental events/ injury of the AC plant or any damage of the materials being carried through the AC plant occur, during the contract period, on account of any of the aforesaid failure, sole responsibility shall be borne by the contractor and appropriate compensation, as deemed fit, shall be provided by the contractor to the affected victim/ owner of the damaged material within a reasonable time frame.

5.41 Rescission of Contract:

Subject to other provisions contained in this clause the Project Engineer of the Department may without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, recommend the accepting authority to rescind the contract in any of the following cases:

i) If the **contractor** having been given by the Project Engineer a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper workmenship like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

ii) If the contractor being a company shall pass a resolution on the court shall make an order that the company shall be wound up or if a receiver or a **manager** on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle to court to make a winding up order.

iii) If the contractor has, without reasonable cause, suspended the progress of the work with due diligence so that in the opinion of the Project Engineer (which shall be final & binding) he will be unable to secure completion of the work by the date of completion and continues to do so after a notice in writing of seven days from the Project Engineer.

iv) If the contractor fails to complete the work within the stipulated date or items of the work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Project Engineer.

5.42 In case of rescission of contract, the contractor shall have no claim to compensation for any loss sustained by him by regions of having purchased or procured any materials or entered any engagement on account of or with a view to execute the work / performance of the contractor.

The terms and conditions of the agreement have been read by Me/Us and I/We certify that I/We clearly understand them and agree to abide by them.

Authorized Signature of the Agency

SECTION-6
SCOPE OF WORK

6.1 GENERAL:

Comprehensive annual maintenance services (AMC services) shall include providing monthly preventive maintenance services, attending to complaints as and when required in Air conditioners system and other annual maintenance services. AMC services shall include providing all manpower, labour, tools and tackles and replacement of defective spare parts, replacing chilling pipe, outlet pipe etc including consumables. The rates quoted for the AMC services shall also include cost of transportation of freight, installation, etc.

6.2 ROUTINE AMC SERVICES (Monthly)

Routine maintenance services shall include the following services:

a) Cleaning / Replacement of filter.
b) Checking/ operation of the controls of the air conditioners such as selector switch, thermostat, relays, remote control etc.
c) Checking air flow through the supply air grill, return air grill, condenser.
d) Checking operation of the voltage stabilizer and back up electrical power outlet/ MCB.
e) Checking operation of the drive motors and fans.
f) Checking air temperature at Supply air grill, return air grill, Inlet air condenser, Outlet air from the condenser.
g) Checking Firmness of the Supporting arrangement for the compressor, blower motor, air conditioners casing and fixing of the air conditioners etc.
h) Replacement of any component of air conditioners (outdoor and indoor units, inlet and outlet Pipelines, electrical connections etc. found defective after the above checks and tests.
i) Charging of Refrigerant Gas during the period of Contract as & when required.
j) The comprehensive maintenance service shall include repair and replacement of compressor, air filter and any other parts found defective in the AMC contract period.
k) Checking and rectifying minor electrical problems associated with power supply for air conditioner units, checking earthing connection for the units.

6.3 MAINTENANCE SERVICES (QUARTERLY)

The scope of work shall include all checks and tests as detailed under routine maintenance services. In addition to that, quarterly maintenance services shall also include :

a) Cleaning the condenser and evaporator coils with suitable detergent/ chemical solution and flushing with high-pressure jet of water.
b) Greasing of blower motors and all moving parts.
c) Prevention of rusting of units.
d) Overhauling of the entire air conditioning system.

6.4 This constitutes a comprehensive maintenance contract and includes maintenance of all parts of the machines including compressor, gas, mechanical parts etc. and also the AC power stabilizers connected to the Air Conditioners.

6.5 Periodic and systemic checking, cleaning, lubrication and proper adjustments of all components, safety devices/ switches/ contacts/ sub-systems etc. of the AC plant and their associated accessories, as per the check list at Annexure -II, shall be carried out by the contractor for safe and trouble free operation of the AC units.

6.6 Brief description and quantity of the items, to be replaced by the contractor during the service and maintenance of the AC units, shall be recorded by the contractor in the Logbooks/ Service reports/ Breakdown reports, indicating the date and time of replacement of the same.

6.7 The above activities must be carried out within 15(fifteen) days from the date of award of the contract.

ANNEXURE-I

Inventory list of Air Conditioner System Considered Under Comprehensive AMC Service in Unnati Bhawan, Satyanagar, Bhubaneswar.

FLOOR	ODU Capacity	ODU MODEL	Qty	INDOOR MODEL	INDOOR TYPE	Qty	Indoor Unit Tr	Indoor Installed in Area
Ground Floor	CK - 1, 42 HP (22 HP *1 + 20 HP *1)	JRUV220LTS4	1	JRNU48GTMA2	Cassette	4	4.0TR	PMC Staff Lobby
		JRUV200LTS4	1	JRNU42GTMA2	Cassette	2	3.5TR	Chamber
				JRNU36GTNA2	Cassette	1	3.0TR	Conference Hall
				JRNU30GTPA4	Cassette	1	2.5TR	Director Chamber-1
				JRNU18GTPA2	Cassette	1	1.5TR	Director Chamber-2
				JRNU18GSKA2	Wall Mount	4	1.5TR	GM Chamber
				JRNU12GSJA2	Wall Mount	1	1.00TR	Hall
Ground Floor	CK - 2, 40 HP (20 HP *2)	JRUV200LTS4	1	JRNU48GTMA2	Cassette	5	4.0TR	Lobby
		JRUV200LTS4	1	JRNU42GTMA2	Cassette	2	3.5TR	Lobby
				JRNU30GTPA4	Cassette	1	2.5TR	Conference Hall
				JRNU18GTPA2	Cassette	2	1.5TR	Chamber
				JRNU18GSKA2	Wall Mount	3	1.5TR	Chamber
				JRNU15GTQA2	Cassette	1	1.25TR	Chamber
				JRNU12GSJA2	Wall Mount	1	1.00TR	Chamber
Ground Floor	CKT-3, 28HP (14HP*1+14HP*1)	JRUV140LTS4	1	JRNU96GB8A4	Ductable	2	8.0TR	Entrance Lobby
		JRUV140LTS4	1	JRNU30GTPA4	Cassette	2	2.5TR	Visitor's Lounge
First Floor	CKT-1, 76HP (20HP*2+18HP*2)	JRUV200LTS4	1	JRNU96GB8A4	Ductable	3	8.0TR	Conference Hall
		JRUV200LTS4	1	JRNU54GTMA4	Cassette	4	4.5TR	Lobby
		JRUV180LTS4	1	JRNU48GTMA2	Cassette	1	4.0TR	Chief Eng.
		JRUV180LTS4	1	JRNU36GTNA2	Cassette	1	3.0TR	Dinning
				JRNU24GSCA2	Wall Mount	1	2.0TR	Left side of Steno Room

				JRNU24GTPA2	Cassette	3	2.0TR	Reception & waiting Hall
				JRNU18GSCA2	Wall Mount	1	1.5TR	Right side of Steno room
				JRNU18GTQA2	Cassette	2	1.5TR	Chamber
				JRNU15GTQA2	Cassette	3	1.25TR	Chamber
First Floor	CKT-2, 54HP (20HP*2+14HP*1)	JRUV200LTS4	1	JRNU54GTMA4	Cassette	5	4.5TR	Lobby & Chief Eng.
		JRUV200LTS4	1	JRNU36GTNA2	Cassette	3	3.0TR	Waiting Hall & Chamber
		JRUV140LTS4	1	JRNU24GSCA2	Wall Mount	4	2.0TR	Chamber
				JRNU15GTQA2	Cassette	3	1.25TR	Chamber
				JRNU12GSBA2	Wall Mount	1	1.0TR	Ante Room
Second Floor	CKT-1, 68HP (20HP*2+14HP*2)	JRUV200LTS4	1	JRNU54GTMA4	Cassette	5	4.5TR	Lobby
		JRUV200LTS4	1	JRNU48GTMA2	Cassette	2	4.0TR	V.C Chamber & Computer Room
		JRUV140LTS4	1	JRNU42GTMA2	Cassette	2	3.5TR	Conference Hall
		JRUV140LTS4	1	JRNU36GTNA2	Cassette	1	3.0TR	Ante Room
				JRNU24GTPA2	Cassette	2	2.0TR	reception
				JRNU24GSCA2	Wall Mount	3	2.0TR	Chamber
				JRNU18GSCA2	Wall Mount	1	1.5TR	Ante Room
				JRNU15GTQA2	Cassette	1	1.25TR	Waiting Loung
				JRNU12GSBA2	Wall Mount	3	1.0TR	Chamber
Second Floor	CKT-2, 52HP (20HP*2+12HP*1)	JRUV200LTS4	1	JRNU54GTMA4	Cassette	1	4.5TR	Chamber
		JRUV200LTS4	1	JRNU48GTMA2	Cassette	6	4.0TR	Liabrary & Lobby
		JRUV120LTS4	1	JRNU36GTNA2	Cassette	1	3.0TR	Board Room
				JRNU30GTPA4	Cassette	2	2.5TR	Chamber
				JRNU24GSCA2	Wall Mount	2	2.0TR	Chamber
				JRNU15GTQA2	Cassette	1	1.25TR	PA
				JRNU12GSBA2	Wall Mount	2	1.0TR	Chamber

Third Floor	CKT-1, 78HP (20HP*3+18HP*1)	JRUV200LTS4	1	JRNU54GTMA4	Cassette	5	4.5TR	Lobby
		JRUV200LTS4	1	JRNU48GTMA2	Cassette	5	4.0TR	Lobby
		JRUV200LTS4	1	JRNU36GTNA2	Cassette	1	3.0TR	P.D
		JRUV180LTS4	1	JRNU30GTPA4	Cassette	3	2.5TR	Chamber
				JRNU24GTPA2	Cassette	3	2.0TR	Reception & Lobby
				JRNU18GSCA2	Wall Mount	4	1.5TR	DPE, PE & Chamber
				JRNU18GTQA2	Cassette	2	1.5TR	Chamber
				JRNU15GTQA2	Cassette	1	1.25TR	Lobby
Third Floor	CKT- 2, 58HP (20HP*2+18HP*1)	JRUV200LTS4	1	JRNU96GB8A4	Ductable	1	8.0TR	Store Room
		JRUV200LTS4	1	JRNU76GB8A4	Ductable	1	6.3TR	Pantry Rom
		JRUV180LTS4	1	JRNU54GTMA4	Cassette	6	4.5TR	Lobby & Canteen
				JRNU36GTNA2	Cassette	1	3.0TR	P.D
				JRNU24GSCA2	Wall Mount	1	2.0TR	Chamber
				JRNU18GSCA2	Wall Mount	3	1.5TR	Chamber
				JRNU18GTQA2	Cassette	1	1.5TR	Steno
Fourth Floor	CKT - 1, 60HP (20HP*3)	JRUV200LTS4	1	JRNU48GTMA2	Cassette	7	4.0TR	Lobby
		JRUV200LTS4	1	JRNU42GTMA2	Cassette	4	3.5TR	Conference Hall & Chamber
		JRUV200LTS4	1	JRNU36GTNA2	Cassette	3	3.0TR	Reception & Chamber
				JRNU12GSBA2	Wall Mount	1	1.0TR	Kitchen
Fourth Floor	CKT - 2, 60HP (20HP*3)	JRUV200LTS4	1	JRNU48GTMA2	Cassette	7	4.0TR	Lobby
		JRUV200LTS4	1	JRNU42GTMA2	Cassette	4	3.5TR	Conference Hall & Chamber
		JRUV200LTS4	1	JRNU36GTNA2	Cassette	4	3.0TR	Reception & Chamber
				JRNU12GSBA2	Wall Mount	1	1.0TR	Kitchen

Annexure-II

Service schedule under Comprehensive Annual Maintenance of Air Conditioners VRV/VRF system in Unnati Bhawan, Bhubaneswar

Sl. No.	Item Description	Service Schedule
A	Wet Service of Air Conditioner Units	Once in 6 months
B	Scheduled Preventive maintenance (PM)	Monthly
C	Cleaning of the Air Conditioners & all peripherals	Monthly
D	Cleaning of the electrical contacts (associated with Air Conditioners)	Monthly
E	Oiling & greasing of all mechanical parts	Quarterly
F	Gas charging with fresh F-22 refrigerent	As and when required
G	Carrying out pressure leak testing	Quarterly
H	Overhauling of the Air Conditioner	Quarterly
I	Minor repairing of electrical fitting associated with power supply of AC units	As and when required
1	Rewinding of burnt motors of Air Conditioners	As and when required
2	Fan blade	As and when required
3	Fan blower	As and when required
4	Air Filter	As and when required
5	Compressor (Rotary/ Hermatic)	As and when required
6	Thermostat	As and when required
7	Sensor	As and when required
8	Power Circuit Place (PCB)	As and when required
9	Relay	As and when required
10	Condenser	As and when required
11	Selector Switch with Knob	As and when required
12	Ventuary for Condenser side	As and when required
13	Medicated Filter	As and when required
14	Blower Motor	As and when required
15	Starting Relay	As and when required
16	Thermal sensor	As and when required

ANNEXURE-III

Preferred make of material list to be used for Air Conditioners VRV/VRF system in Unnati Bhawan, Bhubaneswar

Sl. No.	Equipment/ Material	Approved Manufacturer
1	Copper refrigerant pipe	Raco/Mandev/Shree Sam/Nippon
2	Expanded Polystyrene (TF Quality)	Beardsell/ Lloyd Insulation/ EskayKeycee/ Mettur-Beardsell
3	Nitrile Rubber	Superlon/ Armaflex/ A Flex
4	Vibration isolators	Resistoflex/ Emareld/ Gerb/ Dunlop
5	Control Cable	Finolex/Torrent/Lap/V-Guard
6	Drain Pipe	Supreme/ Karan/ Oriplast
7	PVC conduit	Precession/ AKG

SCHEDULE – A

STRUCTURE & ORGANISATION

1. General Information

a) Name of Applicant

b) Head Office Address

E-mail Address:
Telephone No. (Landline) Toll free No.:
Mobile Phone No.

c) Regional Office Address (if any)

E-mail Address:
Telephone No. (Landline)
Mobile Phone No.
Toll free No.:

d) Local Office (at Bhubaneswar)
Name of the authorized person:
Designation:
Address:
E-mail Address:
Telephone No. (Landline)
Mobile Phone No.
Toll free No.:

[Correspondence between the Authority & the Bidder through the above E-mail/whatsapp should be treated as official and at par with the conventional written communication. Similarly, information/instruction imparted by the Authority to the Bidder through the above communication media should be treated as official.]

e) Class of contractor / firm and year of incorporation
(attach copy of certificate of registration)

SCHEDULE – B

FINANCIAL STATEMENT

[To be given separately for each constituent Firm]

Financial statement shall be audited for five years by Regd. Chartered Accountant or competent financial organization / authority. The audit certificate should be included with the document. **The certificate issued by Chartered Accountant should bear the Unique Document Identification Number(UDIN).**

1) Name of Applicant:

2) Total annual turnover & Annual turnover undertaken for each of the last three financial years.

FINANCIAL YEAR	Total Turnover (Rs. In lakh)
2022-23	
2023-24	
2024-25	

SCHEDULE – D

WORK EXPERIENCE

1. Name of the firm :
2. Total number of years of experience in AMC works:
3. List of the similar works executed.

(Rs. in lakh)

Sl. No.	Name of the work/ location Agmt. No. & Dt.	Name of the employer	Value of Contract price	Total Value of work executed	Financial year-wise Computed amount	Stipulated date of commence-ment	Stipulated date of completion	Actual date of completion	Reasons for delay	Remarks
1	2	3	4	5	6	7	8	9	10	11

NB: Certification of the employer not below the rank of Executive Engineer/equivalent is to be furnished in support of the above claim.

<u>SCHEDULE –E</u>

INFORMATION REGARDING CURRENT LITIGATION, DEBARRING / EXPELLING OF TENDER OF ABANDONMENT OF WORK BY TENDER

1.(a) Is the applicant currently involved in any litigation relating to any contract works - **Yes/No**

(b) If yes, give details

2.(a) Has the applicant or any of its constituent partners have been debarred / expelled by any agency in India during the last 5 years - **Yes/No**

(b) If yes, give details

3 (a) Has the applicant or any of its constituent partners failed to perform/absconded/ rescinded on any contract work in India during the last 5 years - **Yes/No**

(b) If yes, give details

Note : *If any information in this schedule is found to be incorrect or concealed pre-qualification application will be summarily rejected.*

SCHEDULE – G
AFFIDAVITS / DECLARATION

1. I/We have read the instructions appended in the DTCN.

2. I/We agree that the decision of the Govt. of Odisha in selection of agencies/contractors will be final and binding upon me/us.

3. All the information furnished herewith are correct to the best of my/our knowledge and belief. In case of any information or documents furnished found to be false or incorrect, I / we have no objection if my / our tender is rejected.

4. I/We agree that I/We have no objection if inquiries are made about construction work and its related areas regarding all projects and works listed by us in the accompanying sheets or any other enquiry on information furnished herewith in the accompanying sheets.

5. I/We agreed that I/We have no objection if our past works are inspected by any authority of Govt. of Odisha to assess the quality of services.

Date:
Place:

Signature
Name & Designation
Name of the organisation

SCHEDULE – H

FORM OF BANK GUARANTEE
[For Additional Performance Security/ Initial Security deposit]

To
The **Project Engineer, PMU-I, OWSSB, Bhubaneswar**

WHEREAS:
(A) ____ [name and address of contractor] (hereinafter called the "**Contractor**") shall execute an agreement (hereinafter called the "Agreement") with the [**Project Engineer, PMU-I, OWSSB, Bhubaneswar** (hereinafter called the "**Authority**") for the construction of the work **"Comprehensive Annual Maintenance Contract (AMC) of Air Conditioning system (VRV/VRF) at Unnati Bhawan, Satyanagar, Bhubaneswar, Odisha"** subject to and in accordance with the provisions of the Agreement.

(B) The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Construction Period & Defects Liability Period} (as defined in the Agreement) in a sum of Rs.__________ Lakh (Rupees _______________ Lakh) (the "**Guarantee Amount**").

(C) We, _______________________ through our branch at _________________ (the "Bank") have agreed to furnish this bank guarantee (hereinafter called the "Guarantee") by way of Additional Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Construction Period & Defects Liability Period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority stating that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between

them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall cease to be in force and effect on **$ Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and

***** Insert date (in accordance with Clause 23.2 and/or 23.3 of DTCN Section – 2(B).***

warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this ____________ day of _______________, 20______ at _________

SIGNED, SEALED AND DELIVERED
For and on behalf of the Bank by:
(Signature)
(Name)
(Designation)
(Code Number)
(Address)

NOTES:

(i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

(ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

(iii) The stamp papers of appropriate value shall be purchased in the name of bank who issues the "Bank Guarantee".

(iv) The bank guarantee shall be from a Nationalised/ Schedule Bank in Odisha vide Cl. 23.2 and/or 23.3 of DTCN Section – 2(B).

(v) The Bank guarantee should be countersigned by the local branch at Bhubaneswar in case of issued by other than Bhubaneswar branch.

Appendix - I

Executive Instruction regarding calling for and acceptance of tenders in e-Procurement in Govt. of Odisha.

Government of Odisha
Works Department
***

Office Memorandum
File No.07556900042013 (Pt-II) – 7885/W Dated 23.07.2013

Sub: Codal Provision regarding e-Procurement

After introduction of e-procurement in Government of Odisha, necessary guidelines / procedures has been issued in Works Department Office Memorandum No.1027 dt.24.01.2009 which consists of the procedural requirement for e-procurement of tenders. After careful consideration Government have been pleased to make following modifications to codal provisions by way of addition as Appendix – IX(A) of OPWD Code Vol.II) as follows:

(Appendix-IX (A) of OPWD Code, Vol-II)

Executive instructions regarding calling for and acceptance of tenders in e-Procurement.

1. This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Tender Call Notice or Instruction to Bidder for all "works" tenders hoisted in the portal.
2. The e-procurement portal of Government of Odisha is "https://tendersodisha.gov.in".
3. Use of valid Digital Signature Certificate of appropriate class (Class II or class III) issued from registered certifying authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra is mandatory for all users.
4. The DSC issued to the Department users is valid for the period of two years only. All the Department users are responsible to revalidate their DSC prior to expiry.
5. For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.
6. Government after careful consideration have decided to hoist all tenders costing 10 lakhs or above in the e-procurement portal. This will be applicable across all Engineering Departments such as Works Department, Department of Water Resources, Rural Development and Housing & Urban Development Department. Government of Odisha also welcomes hoisting of tenders by any other departments, authority, corporations, local bodies etc. of the State with prior approval from Works Department. Works Department is the Nodal Department for the implementation of e-Procurement in the State.
7. The e-procurement shall be operated compliant to relevant provisions of OGFR/ OPWD code/ Accounts code/ Government statues including any amendments brought from time to time to suit to the requirement of the best national practice.
8. Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value added services in future.
9. Contractor not registered with Government of Odisha, can participate in the e-Procurement after necessary enrolment in the portal but have to subsequently register

themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.

10. For the role management "Department" is the Administrative Department, Organisation or wing is the Chief Engineer or highest tender accepting authority or equivalent officer, Division is the Executive Engineer or equivalent Officer and Subdivision is the Assistant Engineer or equivalent officer.

11. The e-Procurement software assigns roles for operation of the module for specific function. The terminologies used in the portal and their respective functions in the software are as follows.

11.1 Application Administrator (NIC & State Procurement Cell)

i. Master Management
ii. Nodal Officer Creation
iii. Report Generation
iv. Transfer of Officer's login ID.
v. Blocking & unblocking of officer's and bidder's login ID.

11.2 Nodal Officer (At organization level not below the Superintending Engineer or equivalent rank)

i. Creation of Users
ii. Role Assignment
iii. Report Generation
iv. Transfer of Officer's login ID.
v. Blocking & unblocking of officer's Login ID.

11.3 Procurement Officer Publisher (Officer having tender inviting power at any level)

i. Publishing of Tender
ii. Publishing of Corrigendum / addendum / cancellation of Tender
iii. Bid Clarification
iv. Uploading of Pre-Bid minutes.
v. Report generation.

11.4 Procurement Officer Administrator (Generally sub-ordinate officer to Officer Inviting Tender)

i. Creation of Tender
ii. Creation of Corrigendum / addendum / cancellation of Tender
iii. Report generation.

11.5 Procurement Officer Opener (Generally sub-ordinate officer to Officer Inviting Tender)

i. Opening of Bid

11.6 Procurement Officer Evaluator (Generally Sub-Ordinate Officer to Officer Inviting Tender)

i. Evaluating Bid

11.7 Procurement Officer-Auditor (Procurement Officer Publisher and/or Accounts Officer / Finance Officer)

i. To take up auditing

12. **NOTICE INVITING BID (NIB) or INVITATION FOR BID (IFB):**

12.1 The Notice Inviting Bids (NIB) and Bid documents etc., shall be in the Standard formats as applicable to conventional Bids and will be finalized / approved by the officers competent as in the case of conventional Bids.

12.2 The officers competent to publish NIB in case of conventional Bids will host the NIB in portal. Simultaneously, a notification should also be published in the newspapers, as per existing rules preferably, in the following format, to effect economy:-

Government of Odisha "e" procurement Notice
Bid Identification No.---------------------------
1. Name of the work: …………………………………………….   2. Estimated cost: Rs. ………………………………………………   3. Period of completion --   4. Date & Time of availability of bid document in the portal ________________   5. Last Date / Time for receipt of bids in the portal ______________________   6. Name and address of the O.I.T.:…………………………………….
Further details can be seen from the e-procurement portal "https://tendersodisha.gov.in"

12.3 The tender documents published by the Tender Inviting Officer (Procurement Officer Publisher) in the website https://tendersodisha.gov.in will appear in the "Latest Active Tender". The Bidders/ Guest Users can download the Bid documents only after the due date & time of sale. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Notice inviting Bid' after which the same will be removed from the list of "Latest Active tenders".

13. **ISSUE OF ADDENDA/ CORRIGENDA/ CANCELLATION NOTICE:**

13.1 The Procurement Officer Publisher (Officer Inviting Tender) shall publish any addendum/ corrigendum/ cancellation of tender in the website https://tendersodisha.gov.in, notice board and through paper publication and such notice shall form part of the bidding documents.

13.2 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 watch 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.

14. **CREATION AND PUBLISHING OF BID:**

14.1 All the volumes/documents shall be uploaded in the portal by the tender creating officer (Procurement Officer Administrator) and published

14.2

14.3 by the Officer Inviting Tender (Procurement Officer Publisher) using their DSCs in appropriate format so that the document is not tampered with

14.4 The tender document comprise the notice inviting tender, bid document/ SBD, drawings in .pdf format and the schedule of quantities / BoQ in .xls format to be uploaded by the Officer Inviting Tender.

14.5 Procurement Officer Administrator creates tender by filling up the following forms:

i. BASIC DETAILS

ii. COVER CONTENT: The Procurement officer Administrator should briefly describe the name and type of documents to be uploaded by the bidder in the following format:

(a) For Single Cover/Packet:

Sl No	Cover Type	Document Description	Type
1	Fee/ Prequal/ Technical/ Finance	Tender Cost, EMD, VAT, PAN, Contractor RC	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN.	.pdf
		BoQ	.xls

(a) For Two Cover/Packet:

Sl No	Cover Type	Document Description	Type
1	Fee/ Prequal/ Technical	Tender Cost, EMD, VAT, PAN, Contractor RC	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN.	.pdf
2	Finance	BoQ	.xls
		Special condition if any specifically mentioned by Officer Inviting Tender	.pdf

iii. TENDER DOCUMENT: The Procurement Officer Administrator should upload the NIT in .pdf format.

iv. WORK ITEM DETAILS

v. FEE DEATILS: The Procurement Officer Administrator should mention the cost of tender paper and EMD amount as laid down in DTCN/SBD.

vi. CRITICAL DATES: The Procurement Officer Administrator should mention the critical dates of tender such as publishing date, document download start date & end date, seek clarification start date & end date (optional), bid submission start date & closing date, bid opening date as per DTCN/SBD.

vii. BID OPENER SELECTION: The Procurement Officer creator can select two / three / four bid openers for a particular bid. If required the bid openers can also be selected within an organization from other procurement units (Circles /Divisions).

viii. WORK ITEM DOCUMENTS: The Procurement Officer Administrator should upload the digitally signed tender document (SBD/DTCN) or any other addition document/drawings in .pdf format and Bill of Quantities in .xls format.

ix. PUBLISHING OF TENDER: The Procurement Officer Publisher shall publish the tender using his/her DSC after detail scrutiny of the fields created and documents uploaded by the Procurement Officer Administrator. Procurement Officer Publisher can publish tenders for multiple procurement units using multiple DSCs procured for each post separately. After being relieved from the additional charges he has to surrender the additional DSCs to the Nodal Officer of the concerned organisation.

15. **PARTICIPATION IN BID:**

15.1 PORTAL REGISTRATION: 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/her Login ID and attach his/her valid Digital signature certificate (DSC) to his/her unique Login ID. 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) / VAT Clearance Certificate (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ VAT Clearance. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.

15.1.1 Bidders participating through Joint Venture shall declare the authorised signatory through Memorandum of Understanding duly registered and enrol in the portal in the name and style of the Joint venture Company. It is mandatory that the DSC issued in the name of the authorised signatory is used in the portal.

15.1.2 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 process that are undertaken through the e-Procurement system irrespective of who operates the system.

15.2 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.

15.3 DOWNLOADING OF BID: 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 before the closing date and time of submission.

15.4 CLARIFICATION ON BID: The bidder may ask question related to tender online in the e-procurement portal using his/her DSC; provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer Inviting the Bid / Procurement Officer-Publisher will clarify queries related to the tender.

15.5 PREPARATION OF BID

15.5.1 The bids may consist of general arrangements drawings or typical or any other drawings relevant to the work for which bid has been invited. Bidder may download these drawings and takeout print for detail study and preparation of his bid. Any other drawings and documents pertaining to the works available with the Officer Inviting The bid will be open for inspection by the bidders.

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

15.6 PAYMENT OF EMD/BID SECURITY AND COST OF BID DOCUMENTS:

15.6.1 The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. The bidder shall scan all the written/printed pages of the bid security and up load the same in portable document format (PDF) to the system in designated place of the technical BID. Furnishing scanned copy of such documents is mandatory otherwise his/her bid shall be declared as non-responsive and liable for rejection.

15.6.2 The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document. The validity period of the EMD or Bid Security shall be as mentioned in the bid document. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in the bid document shall be rejected as non-responsive. The bid security shall be retained till such time the successful bidder furnishes Initial Security Deposit (ISD) or Performance Security acceptable to the Officer Inviting the Bid. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. The Bid security in the form of FD / BG shall be from a Nationalized Bank valid for a period of 45 days beyond the validity of the bid. Bid security in other form is acceptable if the bid documents provides for it.

15.6.3 The Fixed Deposit / Bank Guarantee or any other form as mentioned in detailed tender call notice in respect of Earnest Money Deposit / Bid Security and the Bank Draft in respect of cost of Bid are to be scanned and up loaded in portable document format (PDF) along with the bid.

15.6.4 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. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.

15.6.5 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

15.6.6 Government of Odisha has been actively considering integrating 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 shall be issued separately after it is established.

16. SUBMISSION OF BID:

16.1 The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid & a Financial Bid. The Technical bid generally consist of cost of Bid documents, EMD/ Bid Security, VAT, PAN / TIN, 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.

16.2 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 item 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.

16.3 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.

16.4 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 item(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal place only in case of percentage rate tender.

16.5 The bidder shall log on 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.

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

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

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

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

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

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

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

16.5.8 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 up-load the drawings 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.

16.5.9 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.

16.6 **SIGNING OF BID:** 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 & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

17. SECURITY OF BID SUBMISSION:

17.1 All bid uploaded by the Bidder to the portal will be encrypted.

17.2 The encrypted Bid can only be decrypted / opened by the authorised openers on or after the due date and time.

18. RESUBMISSION AND WITHDRAWAL OF BIDS:

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

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

18.3 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.

18.4 The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.

18.5 The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

19. **OPENING OF THE BID:**

19.1 Bid opening date and time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.

19.2 All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.

19.3 The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.

19.4 In the event of the specified date of bid opening being declared a holiday for the Officer Inviting the Bid, the bids will be opened at the appointed time on the next working day.

19.5 Combined bid security for more than one work is not acceptable.

19.6 The electronically submitted bids may be permitted to be opened by the predefined Bid opening officer from their new location if they are transferred after the issue of Notice Inviting Bid and before bid opening. Further, action on bid documents shall be taken by the new incumbent of the post.

19.7 In case of non-responsive tender the officer inviting tender should complete the e-Procurement process by uploading the official letter for cancelled / re-tender.

20. **EVALUATION OF BIDS :**

20.1 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".

20.2 The bidder may be asked in writing/ online (in their registered e-mail ids) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. 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 Bidder's 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.

20.3 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.

20.4 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.

20.5 The Procurement Officer-Evaluators will evaluate bid and finalize list of responsive bidders.

20.6 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.

20.6.1 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.

20.6.2 At the time of opening of "Financial Bid", bidders whose technical bids were found responsive will be opened.

20.6.3 The responsive bidders' name, bid prices, item wise rates, total amount of each item in case of item rate tender and percentage above or less in case of percentage rate tenders will be announced.

20.6.4 Procurement Officer-Openers shall sign on each page of the downloaded BoQ and the Comparative Statement and furnish a certificate to that respect.

20.6.5 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.

20.6.6 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer / Head of Department.

21. NEGOTIATION OF BIDS:

21.1 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 breakdown of unit rates.

22. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

22.1 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 & completion of the Works by the contractor as prescribed by the contract & 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.

22.2 The Contractor after furnishing the required acceptable Performance Security & Additional Performance Security, "Letter to 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 summary and declare the process as complete.

22.3 If the L-1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium / JV / firm where such an agency / firm already happens to be or is going to be a partner/member/proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him / them. In that case, the L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder, otherwise the tender will be cancelled.

23. BLOCKING OF PORTAL REGISTRATION:

23.1 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.

23.2 The portal registration blocked in the ground mentioned in the above Para-23.1 shall be unblocked automatically in receipt of revocation order of cancellation / suspension/ blacklisting from the concerned authority.

23.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech.) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.

23.3.1 Fails to furnish original Technical / Financial (Tender Paper Cost, EMD/Bid Security) instruments before the designated officer within the stipulated date and time.

23.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period.

23.3.3 Fails to execute the agreement within the stipulated date.

23.3.4 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.

24. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:

24.1 UNBLOCKING OF PORTAL REGISTRATION:

Unblocking of portal registration of a contractor shall be done by a Committee consisting of the following members.

EIC (Civil)-cum-CPO,	-	Chairman
Engineer-in-Chief (WR)	-	Member
Concerned Chief Engineer	-	Member
Sr. Manager (Finance), SPC	-	Member
Officer Inviting Tender	-	Member
Chief Manager (Technical), SPC	-	Convener

24.2 The Chief Manager (Tech), State Procurement Cell will be the convener and he will maintain all records for this purpose. The Committee shall meet not less than once in a month if required & shall consider the recommendation of the officer inviting tender for unblocking of portal registration. The quorum of the meeting will be four.

24.3 The minimum period of blocking of Portal Registration shall in no case be less than 90 days. After blocking of Portal Registration, the Contractor whose Portal Registration has been blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his portal registration along with a Treasury Challan showing deposit of Rs. 10,000/- (Rupees ten thousand) only (non-refundable) under the head of accounts '0059 - Public Works' as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager (Tech), State Procurement Cell.

24.4 On receipt of recommendation from the concerned Chief Engineer along with the copy of challan as mentioned above, the Chief Manager (Tech) being the member Convener of the Committee shall place the case before the Committee for examination and taking a decision in this regard. After examination the Committee may recommend for unblocking of the portal registration of said contractor if the Committee is satisfied that the fault committed by the contractor is either unintentional or done for the first time.

24.5 After scrutiny by the State Procurement Cell if it is found that the portal registration of a contractor has been blocked for the 2^{nd} time the Chief Manager (Tech), SPC may not consider his case to be placed before the Committee and may advice the concerned officer inviting tender to issue show cause notice to the contractor asking him to explain as to why his portal registration shall not remain blocked. On receipt of show cause reply from the contractor the officer inviting tender shall examine the same & if considered proper he may report to the Chief Manager (Tech), SPC along with his views furnishing the copy of the show cause reply for placement of the same before the Committee for taking a decision in respect of blocking/ unblocking. If the Committee found that the contractor is in habit of committing such fault again and again intentionally the committee may advice the concerned officer inviting tender to initiate proceeding for blacklisting as per the existing rule.

1. These amendments shall take effect from the date of issue of the order.
2. This amendment is an addition to the existing provision and will be placed below Appendix-IX to OPWD Col, Vol-II.
3. Accordingly Office Memorandum No.1027 dt.24.01.2009 stands modified.
4. This has been concurred in by the Finance Department vide their UOR No.3-WF-1 dt.04.01.2013.

Sd/19.07.2013
E.I.C-cum-Secretary to Govt.

Appendix – II

Online Receipt of Tender Paper Cost & Earnest Money Deposit through e-Procurement Portal
as per Works Department Letter No.17276/W Dt.06.12.2017

Government of Odisha
Works Department
***

Office Memorandum
File No.07556900012016–17254/W Dt.05.12.2017

Sub: Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids.

1. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "https://tendersodisha.gov.in".

2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as **SBI/ICICI Bank/HDFC Bank** for all Government Departments, State PSUs. Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below :

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

b) Various payment modes like **Internet banking/ NEFT/RTGS** of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.

c) Reporting and accounting of the **e-receipts** will be made from a single source.

d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.

3. Only those bidders who successfully remit their **Cost of Tender Paper and Earnest Money Deposit on submission of bids would be eligible to** participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.

4. Banking arrangement:

a) Designated Banks **(SBI/ICICI Bank/HDFC Bank)** payment gateway are being integrated with e-Procurement portal of Government of Odisha (https://tendersodisha.gov.in)

b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids** will nominate a **Focal Point Branch** called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.

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

a) Log on to e-Procurement Portal: The bidders have to log onto **the** Odisha e-Procurement portal (https://tendersodisha.gov.in) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.

b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.

c) **Electronic payment of tender paper cost and EMD:** Then the bidders have to select and submit the bank name as available in the payment options

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

ii. A bidder having account in other Banks can make payment using **NEFT/RTGS** facility of designated Banks.

- Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.

d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.

e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of **'Bid ID'** generated in the acknowledgement receipt for tracking their bid status.

6. Settlement of Cost of Tender Paper;

a) Cost of Tender Paper: In respect of Government receipts on account of **Cost of Tender Paper,** the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number.** The State Procurement Cell shall generate Bank-wise-head-wise challans separately for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc, General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.

b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.

c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., **Cost of Tender Paper,** the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid**

Identification Number. The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.

d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.

e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure.

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

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

8. Forfeiture of EMD :

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

a) In case the **Earnest Money Deposit on submission of bid** is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.

b) The Tender inviting authorities of the Government Departments will deposit the forfeited **Earnest Money Deposit on submission of bid,** in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc. General Services-00-101 -Unclaimed Deposits-0097-Misc, Receipts-02080-Misc. Deposits and submit the detail account to DAG (Puri) as a deposit of the Division.

c) By clicking submit button, system will initiate the forfeiture of EMD. System will not allow the evaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.

9. Role of the Banks:

a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.

b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.

c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.

d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.

e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

10. Role of State Procurement Cell:

a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization.

b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.

c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.

d) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments / State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.

e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.

f) e-procurement system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.

g) Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day

h) e-procurement system will update the status accordingly for reconciliation report.

11. Role of National Informatics Centre :

a) Customize e-Procurement software and web-pages of Government of Odisha (https://tendersodisha.gov.in) to enable the provision for electronic payment.

b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.

c) NIC will provide an interface to organisations to download the electronic receipt data.

d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorised Banks for enabling automatic refund/settlement of funds.

e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury portal.

12. Role of Cyber Treasury :

a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G (O) as per the established process.

b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.

13. Redressal of Public grievances :

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

14. Applicability and modification of existing rules / orders:

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

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

1. This shall take effect from the date of issue of this Office Memoradum.
2. Accordingly, relevant existing codal/ contractual provision exist vide Office Memorandum No.6785/W Dt.09.05.2017 of Works Department stands modified to the above extent.
3. This has been concurred in by the Finance Department vide their UOR No.-39-WF-I Dt.09.11.2017.

Sd/05.12.2017
E.I.C-cum-Secretary to Govt.

[For any Technical related queries please call at Help desk numbers of State Procurement Cell (SPC), Govt. of Odisha – 1800 3456 765, 0674-2530998, 2530996]

__ANNEXURE-I of Appendix - II__

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 in separate Pooling accounts opened in Focal Point Branch called e-FPB of respective designated banks [as stated in Para 2] at Bhubaneswar on T+1_day. 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.
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.

Percentage Rate BoQ

Tender Inviting Authority: **Project Engineer, PMU-I, OWSSB, BHUBANESWAR.**

Name of Work: **Comprehensive Annual Maintenance Contract (AMC) of Air Conditioning system (VRV/VRF) at Unnati Bhawan, Satyanagar, Bhubaneswar, Odisha.**

Contract/Bid Reference No.: 02/PEPMU-I/OWSSB/BBSR/2026-27 Dt.07.07.2026

<table>
<tr><td colspan="8">Name of the Bidder/Bidding Firm/ Company:</td></tr>
<tr><td colspan="8">PRICE SCHEDULE
(This BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</td></tr>
<tr><td rowspan="2">Sl. No.</td><td rowspan="2">Item Description</td><td rowspan="2">Quantity</td><td rowspan="2">Units</td><td rowspan="2">Estimated Rate excluding GST in Rs.</td><td rowspan="2">Quoted percentage</td><td colspan="2">Quoted Amount in words and figures</td></tr>
<tr><td>Rate in Rs.</td><td>Amount</td></tr>
<tr><td>1.</td><td>Comprehensive Annual Maintenance Contract (AMC) of Air Conditioning system (VRV/VRF) at Unnati Bhawan, Satyanagar, Bhubaneswar, Odisha for 616 HP capacity</td><td>1</td><td>Job</td><td>21,67,815.00</td><td></td><td></td><td></td></tr>
<tr><td colspan="2">Total in Figures</td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td colspan="2">Quoted Rate in Words</td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
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