

## IN THE HIGH COURT OF ORISSA

**Case No. - WP(C) / 25933 / 2024**

## Versus

Sl. No. of Order	Date of Order	ORDER WITH SIGNATURE	Office note as to action(if any),taken on Order
			Caveat Check has been done

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**IN THE HIGH COURT OF ORISSA AT CUTTACK**

**W.P.(C) No.25933 of 2024**

***M/s. Credence Interior Pvt. ....  
Ltd.***

***Petitioner***

*Mr.S.K. Sarangi  
Senior Advocate*

*-versus-*

***State of Odisha and  
others***

***.... Opp. Parties***

*Mr. Saswat Das,  
Addl. Govt. Advocate*

**CORAM:  
JUSTICE S.K. SAHOO  
JUSTICE M.S. RAMAN**

**Order No.**

**ORDER  
18.10.2024**

01.

This matter is taken up through Hybrid arrangement (video conferencing/physical mode).

This writ petition has been filed by the petitioner M/s. Credence Interior Pvt. Ltd. with a prayer to quash the letter dated 07.10.2024 issued by the opposite party no.2 under Annexure-5 in forfeiting the bid security submitted by the petitioner in the form of fixed deposit of Rs.53,000/- issued by ICICI Bank as per Clause 27.2 of DTCN since fifteen





days after passing of the LoA dated 21.09.2024, the petitioner did not submit the ISD and APS to execute the agreement as required in the LoA and Clause 29.2 of the DTCN.

Mr. Sarangi, learned Senior Advocate appearing for the petitioner drew the attention of this Court to the letter issued by the petitioner to opposite party no.2 wherein reply has been given to the letter of cancellation of the tender i.e interior works of RSCL office in 2<sup>nd</sup> and 3<sup>rd</sup> floor of ICC building at Rourkela. The authorities have rejected the representation submitted by the petitioner vide Annexure-7 dated 08.10.2024. In paragraph 13 of the writ petition, it has been mentioned that the opposite parties 2 to 4 are contemplating to issue the letter of acceptance in favour of L-2.


Learned counsel for the State submits that he has no instruction whether such letter of acceptance has been issued in favour of the opposite party no.5 or not and therefore, he may be given some time to obtain instruction on the same and also about the status of the contract.

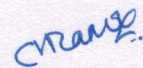
Let an extra copy of the writ petition along with its enclosures be served on the learned counsel for the State.





Put up this matter on 22.10.2024.


  
( S.K. Sahoo)  
Vacation Judge

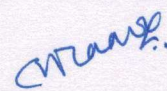
  
(M.S. Raman)  
Vacation Judge

**I.A. No. 13962 of 2024**

02. Status quo as on date shall be maintained till the next date.

Issue urgent certified copy as per Rules.

  
( S.K. Sahoo)  
Vacation Judge

  
(M.S. Raman)  
Vacation Judge

PKSahoo





**IN THE HIGH COURT OF ORISSA AT CUTTACK**

**W.P.(C) No. 25933 of 2024**

***M/s. Credence Interior Pvt. Ltd.***

***....***

***Petitioner***

**Mr. P. C. Nayak, Advocate**

***-versus-***

***State of Odisha & Others***

***.... Opposite Parties***

**Ms. A. Dash, A.S.C.**

**CORAM:**

**HON'BLE THE CHIEF JUSTICE**

**HON'BLE MISS JUSTICE SAVITRI RATHO**

**ORDER**

**03.12.2024**

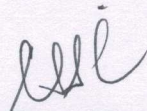
**Order No.**

03. This matter is taken up through Hybrid mode.

2. Learned counsel appearing on behalf of the petitioner seeks adjournment to file rejoinder to the counter affidavit.

3. As requested, list this matter on 10.12.2024, so as to enable him to file a rejoinder affidavit.

4. Interim order shall continue in the meanwhile.

  
**(Chakradhari Sharan Singh)**  
**Chief Justice**

  
**(Savitri Ratho)**  
**Judge**

*Subhalaxmi*

1	<b>For fresh admission. I.A. No. 13962/2024 at flag A for stay. Memo.</b>  ( WRIT BRANCH (DIVISION BENCH 3) Seat: 120, Date & Time: 2024-10-17 13:52:50.493414)
2	<b>For admission. I.A. No. 13962/2024 at flag A for further order reg. stay.</b>  ( WRIT BRANCH (DIVISION BENCH 3) Seat: 120, Date & Time: 2024-10-21 17:36:25.006307)
3	<b>For admission. I.A. No. 13962/2024 at flag A for further order reg. stay. Counter affidavit filed by Opp. parties No. 2, 3 &amp; 4. (Copy served.)</b>  ( WRIT BRANCH (DIVISION BENCH 3) Seat: 120, Date & Time: 2024-12-02 14:57:06.478806)
4	<b>For admission. I.A. No. 13962/2024 at flag A for further order reg. stay. Counter affidavit filed by Opp. parties No. 2, 3 &amp; 4. (Copy served.). Rejoinder affidavit not received. Adj. to 10.12.2024</b>  ( WRIT BRANCH (DIVISION BENCH 3) Seat: 120, Date & Time: 2024-12-09 13:31:06.966566)
5	<b>For admission. I. A. No. 13962/2024 at flag A for further order reg: stay. I.A. No. 16600/2024 at flag B for vacation of the status quo. IA. No. 16674/2024 at flag C for amendment. Counter affidavit OP. 2, 3 &amp; 4 at flag D. Rejoinder to the counter affidavit is at flag E. Adj. to 10.12.2024.</b>  ( WRIT BRANCH (DIVISION BENCH 3) Seat: 120, Date & Time: 2024-12-09 14:47:21.792547)

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D-WPG- 44291/2024

# IN THE HIGH COURT OF ORISSA

Case No. \_\_\_\_\_

## OFFICE NOTES

Sl. No. of Order for compliance	Date of Order for compliance	Notes and action taken on order with signature of Dealing Assistant and Superintendent





**ORISSA HIGH COURT**  
FILING ACKNOWLEDGEMENT SLIP

CNR  
Filing No  
Date and Time  
Case No  
Registration Date and Time  
Misc Case/IA  
Petitioner Name  
Petitioner Advocate Name  
Respondents Name  
Respondents Advocate  
Amount  
Police Station  
FIR

**ODHC010756612024**  
**D- WP(C)/0044291/2024**  
**15/10/2024-11:05:08**

-----  
13962/2024  
M/S CREDENCE INTERIOR PVT. LTD., BBSR  
SUDEEP KUMAR SARANGI  
STATE OF ODISHA



Tuesday 15th of October 2024 11:06:57 AM



CNR  
Filing No  
Date and Time  
Case No  
Registration Date and Time  
Misc Case/IA  
Petitioner Name  
Petitioner Advocate Name  
Respondents Name  
Respondents Advocate  
Amount  
Police Station  
FIR

**ORISSA HIGH COURT**  
**FILING ACKNOWLEDGEMENT SLIP**

**ODHC010756612024**  
**D- WP(C)/0044291/2024**  
**15/10/2024-13:46:52**  
**WP(C)/25933/2024**  
**15/10/2024**  
**13962/2024**  
**M/S CREDENCE INTERIOR PVT. LTD., BBSR**  
**SUDEEP KUMAR SARANGI**  
**STATE OF ODISHA**



Tuesday 15th of October 2024 01:47:54 PM



Objection
<b>1. Court Fee Is Deficient.</b>
<b>2. Valuation Of Property Not Made</b>
<b>3. Authentication Fee Is Deficient.</b>
<b>4. Affidavit/verification Not Proper.</b>
I.verification Not Proper.
II.Affidavit Not Proper.
III.Affidavit is Not in Proper Format As per High Court Rule Chapter-VI
<b>5. Second Copy Of Petition Not Filed.</b>
<b>6. Receipt Showing Serv.copy To Ag/cg/it/ct/etc.not Filed.</b>
I.Receipt Showing Serv.copy To etc. not Filed.
II.Receipt Showing Serv.copy To it not Filed.
III.Receipt Showing Serv.copy To ct not Filed.
IV.Receipt Showing Serv.copy To Ag not Filed.
IX.Receipt Showing Serv.copy To School and Mass Education not Filed.
V.Receipt Showing Serv.copy To cg not Filed.
VI.Receipt Showing Serv.copy To Vigilance not Filed.
VII.Receipt Showing Serv.copy To CBI not Filed.
VIII.Receipt Showing Serv.copy To E.D. not Filed.
<b>7. Vakalatnama Not Properly Stamped,executed,accepted.</b>
<b>8. Cause Title Not In Order.</b>
<b>9. Provision Of Law Not Furnished On Top Of Cause Title.</b>
<b>10. Subject Code Not Furnished/incorrectly Mentioned</b>
I.Subject Code Not Furnished .
II.Subject Code incorrectly Mentioned
<b>11. Neat,legible Attested Annexures Not Filed.</b>
<b>12. Assesment Slip Not Filled-in Properly.</b>
<b>13. Application Contains More Than One Prayer.</b>
<b>14. Not Properly Indexed.</b>
<b>15. All Papers Not Properly Signed.</b>
<b>16. Petition/appeal Not In Time</b>
I.Appeal Not In Time
II.Petition Not In Time
<b>17. Reference Certificate Not Furnished.</b>
<b>18. Certified Copy Of Trial/appellate Court Order Not Filed</b>

<b>I.Certified Copy Of Trial Court Order Not Filed</b>
<b>II.Certified Copy Of appellate Court Order Not Filed</b>
<b>19. Undertaking For Non Filing Of Translated Copy Not Filed</b>
<b>20. Vernacular Certificate Not Furnished.</b>
<b>21. Statutory Deposit/awarded Amount Not Deposited.</b>
<b>I.Statutory awarded Amount Not Deposited.</b>
<b>II.Statutory Deposit Amount Not Deposited.</b>
<b>22. Requisites Not Filed.</b>
<b>23. Nomenclature Not Correctly Furnished .</b>
<b>24. Limitation Not In Time / Expired.</b>
<b>I.Limitation Not In Time.</b>
<b>II.Limitation Expired.</b>
<b>25. Names In Capital Letters/enrolment Numbers/mobile Phone Numbers Of All The Signing Advocates Not Indicated</b>
<b>I.Names In Capital enrolment Numbers Of All The Signing Advocates Not Indicated</b>
<b>II.Names In Capital Letters Of All The Signing Advocates Not Indicated</b>
<b>III.mobile Phone Numbers Of All The Signing Advocates Not Indicated</b>
<b>26. Petitions/appeals/applications Not In Superior Quality A4 Size Paper/less Than 75 Gsm Paper</b>
<b>I.Petitions In less Than 75 Gsm Paper</b>
<b>II.Applications less Than 75 Gsm Paper</b>
<b>III.Petitions Not In Superior Quality A4 Size Paper.</b>
<b>IV.Appeals less Than 75 Gsm Paper</b>
<b>V.Applications Not In Superior Quality A4 Size Paper</b>
<b>VI.Appeals Not In Superior Quality A4 Size Paper</b>
<b>27. Petitions/appeals/application Not In Proper Font/not In Proper Font Size</b>
<b>I.Appeals not In Proper Font Size</b>
<b>II.Petitions not In Proper Font Size</b>
<b>III.Application Not In Proper Font</b>
<b>IV.Petitions Not In Proper Font</b>
<b>V.Appeals Not In Proper Font</b>
<b>VI.Application not In Proper Font Size</b>
<b>28. Petitions/appeals/application Margin Not Proper/line Spacing Not Proper</b>
<b>I.Petitions Margin Not Proper</b>
<b>II.Application line Spacing Not Proper</b>

III.Application Margin Not Proper
IV.Appeals line Spacing Not Proper
V.Petitions line Spacing Not Proper
VI.Appeals Margin Not Proper
<b>29. Name Of The Filing Advocate Not In Capital Letters/enrolment Number Not Indicated Wherever Signature Of Such Advocate Appearing In The Petition/appeal/application</b>
I.Name Of The Filing Advocate Not In Capital Letters In The appeal
II.Enrolment Number Not Indicated Wherever Signature Of Such Advocate Appearing In The appeal
III.Enrolment Number Not Indicated Wherever Signature Of Such Advocate Appearing In The Petition
IV.Name Of The Filing Advocate Not In Capital Letters In The application
V.Enrolment Number Not Indicated Wherever Signature Of Such Advocate Appearing In The application
VI.Name Of The Filing Advocate Not In Capital Letters In The Petition
<b>30. Other Defect (if Any)</b>
I.Others if any
II.Petition not correctly addressed to Honorable Court

<p><b>Objection to be complied</b></p>
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Remarks:

Bench : Division

Roster : Writ Petitions relating to Tenders.

(Stamp reporting done by Manmath kumar swain) Date & Time : 2024-10-15 01:16:18pm

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WPC 44291/24 9437047212

1. RFA / RSA / FAO / SAO / LPA / SPA / CPA / CRP / Review pet / O. Ref. / EXFA / EXSA / SM / APP / Tr.P (o) WP (c) / WA / SCLP / Co. Appl / Co. Pet / Co. Cass / Co. App / Beg. P / Mst. A / Mat / Ref / RP (FAMCT) Test Case / Intest. Case / L.A. Ref. / RCFA / L.A.A. / RCCA / RE Rev / MAC / MAC APP / EL. Pet / ELAPP / Arb, P/Arb. A/ARB. A/insurance Ref / Cont. Cas(c) / Courd. App (c) / MFA (name of the Act) / MSA / SP. JC (name of the Act) Cri. A / Cri. Rev / CKI.M. C / BLAPL / Cal. MAPPI / WP (ctl) CUSREF STREV.

Case Type WPC No. 25933 1 / 2024 Date of Regn. 15/10/24

2. If 'State is Party, Name of the Dept. : (Pet/Res) [Put mark]

If Public Undertakings (Specify name) : (Pet/Res) [Put mark]

state of orissa

3. (a) Number of Category under which the matter falls :

28

20

08

If Others, Specify the subject \_\_\_\_\_

- (b) Which is applicable ? [Put

Mark]

Single Bench / Div. Bench / Three Judge Bench / Five Judge Bench)

4. Article or the Constitution / Act (Central / State) [Put

mark]

226 & 227 C

5. Section / Sub-Section Involved \_\_\_\_\_

6. Rules Involved \_\_\_\_\_

21

7. Whether any other matter is pending in this Court on the same point of law :

If so, give the number of matter : \_\_\_\_\_

8. Whether any other matter is pending against the impugned order / Judgement ?

If so, give the number of matter \_\_\_\_\_

n

9. Whether the matter is covered by any judgement of the Supreme, Court this Court or any other High Court, if so give the details of the judgement \_\_\_\_\_

10. Point of law involved in the matter am applica

vs Tendera bloc

Date 15/10/24

Signature of the Advocate



IN THE HIGH COURT OF ORISSA: CUTTACK  
(ORIGINAL WRIT JURISDICTION CASE)

W.P. ( C ) No. 25933 of 2024

(CODE NO. 282008)

In the matter of:

M/s Credence Interior Pvt. Ltd.

...Petitioner

-Versus-

State of Orissa & others

...Opp. Parties

**INDEX**

<u>Sl.No.</u>	<u>Description of documents</u>	<u>Pages</u>
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2.	List of dates and events	B
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4.	<u>Annexure-1 Series</u> Copy of the bid document, details of the tender programme	11-14
5.	<u>Annexure-2</u> Copy of the letter dated 21/09/2024	15-16
6.	<u>Annexure-3</u> Copy of the letter dated 30/09/2024	17
7.	<u>Annexure-4 series</u> Copies of the bank drafts	18-19
8.	<u>Annexure-5</u> Copy of the letter dated 07/10/2024	20
9	<u>Annexure-6</u> Copy of the letter dated 08/10/2024	21-23
10	<u>Annexure-7</u> Copy of the letter dated 08/10/2024	24-25
11	Vakalatnama	

Cuttack

By the petitioner through

Date: 15.10.2024

Advocate

**SUDEEP KUMAR SARANGI**  
ADVOCATE

B.C.E. No.-O-141-1998  
Mob No.. 9861237441




**IN THE HIGH COURT OF ORISSA: CUTTACK**

WP ( C ) No. 25933 of 2024

APPENDIX-I

A

**SYNOPSIS**

The petitioner who was selected in the matter of contract regarding interior work of Opp. Party No.2 and letter of award was issued in its favour has been deprived to execute the agreement and commence the work. This is notwithstanding the fact that the petitioner had complied with all the required formalities and had in fact had prepared all the necessary bank drafts and related documents within 15 days of the issuance of letter of award. The said action of the Opposite Parties more particularly the Opposite Party No.2, 3 and 4 is the subject matter of dispute in the present writ application.

**IN THE HIGH COURT OF ORISSA: CUTTACK**

WP (C ) No. 25933 of 2024

APPENDIX-II

B

LIST OF DATES AND EVENTS


23/08/2024 - Tender Call Notice No.RSCL/1300-  
2/2024

10/09/2024 - Last date of submission of the bid

10/09/2024 - Technical bid was opened on 10/09/2024

19/09/2024 - Financial bid was opened

21/09/2024 - The Opp. Party No.2 issued a letter of  
award in favour of the present petitioner

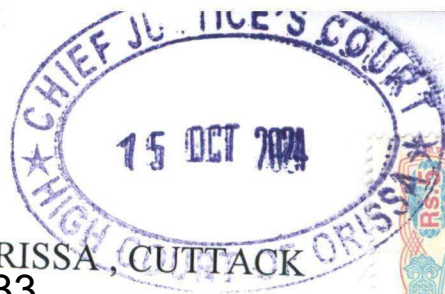


30/09/2024 - The petitioner wrote to the Opp. Party  
No.2 requesting him to grant further seven days time  
to submit necessary deposit and additional  
performance security.

07/10/2024 - The petitioner company had received a  
letter through mail issued by the Opp. Party No.2  
regarding cancellation of the Letter of Award dated  
21/09/2024

08/10/2024 - In response to the letter dated  
07/10/2024 the petitioner wrote a letter to the Opp.  
Party No.2





IN THE HIGH COURT OF ORISSA, CUTTACK

25933

W.P.(C) No. OF 2024

(ORIGINAL JURISDICTION CASE)

CODE... 282008

In the matter of :

An application under Article – 226 and  
227 of the Constitution of India;

And

In the matter of :

An application challenging the illegal  
cancellation of Letter of Award (LOA)  
and forfeiting the bid securities.

And

In the matter of :

M/s Credence Interior Pvt. Ltd., a  
company registered under the Indian  
Companies Act, 1956 having its  
registered office at Sreeram Mansion,  
195/196 B.Ed. College Road, Kharvel  
Nagar, Bhubaneswar-751001, Odisha  
being represented through its Managing  
Director Shri Krushna Mohan Nayak, 48  
years, S/o Khetramohan Nayak

..... Petitioner

Versus

**SUDEEP KUMAR SARANGI**  
ADVOCATE

B.C.E. No.-O-141-1998  
Mob No.. 9861237441

**Surendra Prasad Dhal**  
Advocate  
NOTARY, CUTTACK



50719



1. State of Odisha, represented through Commissioner –cum- Secretary in the Department of Housing and Urban Development, Odisha Secretariat, Bhubaneswar.
2. Rourkela Smart City Limited, 1<sup>st</sup> Floor, RMC City Library Udit Nagar, Rourkela-769012, represented through its Chief Executive Officer(CEO)
3. General Manager, Rourkela Smart City Limited, 1<sup>st</sup> Floor, RMC City Library Udit Nagar, Rourkela-769012,
4. Chief Finance Officer, Rourkela Smart City Limited, 1<sup>st</sup> Floor, RMC City Library Udit Nagar, Rourkela-769012
5. M/s Harhar Mahadev Enterprises, At-15/1117, Road No.11, Jagannath Nagar, Ward No.15, Bhubaneswar-10, Khurda, Odisha
6. Sri Girish Samal, aged about not known, S/o not known, At-Qtr. No. PWD/LA/13 Labour Penament, Rourkela-756004, Dist.-Sundargarh  
.....Opp. Parties.

The matter out of which this writ petition arises was never before this Hon'ble Court in any form whatsoever;

To

The Hon'ble Chief Justice of High Court of Orissa and His Lordships Companion Justices of the said Hon'ble Court.

The humble petition of the  
Petitioner above named:

**MOST RESPECTFULLY SHEWETH:-**

1. That the petitioner who was selected in the matter of contract regarding interior work of Opp. Party No.2 and letter of award was issued in its favour has been deprived to execute the agreement and commence the work. This is notwithstanding the fact that the petitioner had complied with all the required formalities and had in fact had prepared all the necessary fixed deposits and related documents within 15 days of the issuance of letter of award. The said action of the Opposite Parties more particularly the Opposite Party No.2, 3 and 4 is the subject matter of dispute in the present writ application as is arbitrary, illegal and against the principles of natural justice.
2. That the petitioner is a company incorporated under the Companies Act, 1956 is being represented through its Managing Director,, who is a citizen of

*Surendra Prasad Dhal*  
Advocate  
NOTARY, CUTTACK

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India and ordinarily resides within the territorial jurisdiction of this Hon'ble Court. The Opp. Parties No.1 to 4 being Government Officials are state as defined under Article 12 of the Constitution of India and as such amenable to writ jurisdiction.

3. That pursuant to the Tender Call Notice No.RSCL/1300-2/2024 dated 23/08/2024 the petitioner had submitted his rates for "interior work of RSCL office in 2<sup>nd</sup> and 3<sup>rd</sup> floor of 1CCC building at Rourkela one on percentage rate basis". Last date of submission of the bid was 10/09/2024 and the petitioner submitted his bid within due time. Four bidders were competing in the said tender.
4. Bid was in two parts i.e. technical and financial bid. Technical bid was opened on 10/09/2024 and three out of four tenderers were found to be responsive. Accordingly they were asked to attend the opening of the financial bid. Financial bid was opened on 19/09/2024. Since all the three qualified tenders i.e. the petitioner and Opp. Party No.5 and 6 bids were same the tender was decided on the basis of lottery. In the said lottery the petitioner was declared as L-1, Opp. Party No.5 was declared as L-2 and Opp. Party No.6 was declared as L-3.
5. That the Opp. Party No.2 issued a letter of award in favour of the present petitioner on 21/09/2024 asking them to deposit the performance security as well as additional security deposit and execute the contract



  
Surendra Prasad Dhal  
Advocate  
NOTARY, CUTTACK



5

by 25/09/2024. Copy of the relevant pages of the bid document, details of the tender programme are marked and annexed herewith as **Annexure-1 series** to this writ petition. The entire DTCN is voluminous one and is not being filed herewith and craves leave of this Hon'ble Court to file as and when directed by this Hon'ble Court. Copy of the letter dated 21/09/2024 is marked and annexed herewith as **Annexure-2** to this writ petition.

6. That it is pertinent to mention here that 21/09/2024 was Saturday. The aforesaid letter was received by mail after the office hour for which it could not be seen by the petitioner on the same day. The next day being Sunday regular holiday office remain closed and the petitioner came to know about the award of contract only on 23/09/2024. On receipt of the award the petitioner wrote to the Opp. Party No.2 vide letter dated 30/09/2024 requesting him to grant further seven days' time to submit necessary deposit and additional performance security. Copy of the letter dated 30/09/2024 is marked and annexed herewith as **Annexure-3** to this writ petition.

7. That after getting all the papers, required documents and the necessary amount by way of Fixwd Deposits the petitioner's representative went to the office of the Opp. Party No.2 on 05/10/2024. The petitioner's representative, however, was not allowed to submit the same. As a proof of attending the office on

- 6 -



05/10/2024 the petitioner's representative signed at the visitors entry register and kept a photo copy of the same. Copy of the FDRs dated 03.10.2024 are marked and annexed herewith as Annexure-4 series to this writ petition. Thus, the petitioner has shifted his position pursuant to the receipt of LOA. Hence the OP are estopped from withdrawing the same offer.

8. That to the utter dismay of the petitioner company, received a letter on 07/10/2024 through mail issued by the Opp. Party No.2 regarding cancellation of the Letter of Award dated 21/09/2024. Copy of the letter dated 07/10/2024 is marked and annexed herewith as Annexure-5 to this writ petition.
9. That in response to the same the petitioner wrote a letter on 08/10/2024 to the Opp. Party No.2 detailing the entire facts and circumstances including the fact that the petitioner's representative had reached the office on 05/10/2024 for execution of the agreement with all required deposits etc. As a proof of their presence the petitioner company also enclosed a copy of the relevant page of the entry register book showing the presence of the petitioner's representative. It was mentioned in the said representation that the petitioner was not allowed to draw agreement inspite of repeated request calling the same as unlawful. The petitioner stated that he is still interested to execute the work. Copy of the letter dated 08/10/2024 along with the copy of relevant page of the register are marked and annexed herewith as Annexure-6 series to this writ petition.

*Ure 10*  
Surendra Prasad Dhal  
Advocate  
NOTARY, CUTTACK



10. That in response to the said letter the Chief Finance Officer, Opp. Party No.4 gave a reply question wise stating therein that there is no scope for grant of extension of time for signing the agreement. Copy of the letter dated 08/10/2024 is marked and annexed herewith as Annexure-7 to this writ petition.
11. That the petitioner humbly submits that the Opp. Party No.2 granted four days' time for execution of the agreement in the letter vide Annexure-2 i.e. LOA which is contrary to the provisions contained in Clause 29(2) of the DTCN vide Annexure-1 series. Clause 29(2) clearly stipulates that a bidder has to furnish performance security and additional performance security within 15 days of issue of letter of acceptance. In the present case 15 days stipulated under Clause 29(2) was to expire on 06/10/2024, if it is taken into consideration that the LOA was issued on 21/09/2024 (though it was received by the petitioner on 23/09/2024 at the commencement of the business hour). Reckoning the date of issuance of letter of acceptance as 21/09/2024, 15 days expires on 06/10/2024, therefore, non-acceptance of the performance security and additional performance security presented on 05/10/2024 speaks of arbitrary exercise of power and it seems that the Opp. Parties No.2 to 4 have exceeded their jurisdiction illegally in cancelling the letter of award.



12. That the petitioner humbly submits that as per the clause there is 15 days and 4 days in the letter of award vide Annexure-2 itself speaks of malafide intention of the authorities. In the circumstances, interference of this Hon'ble Court is prayed for in the matter of contract as it is public contracts where there cannot be any pick and choose in the matter. Thus has reason to belief that his letter of acceptance has been rejected in order to accommodate someone else which is not permissible under law.
13. That in the meantime the petitioner has gathered that the Opp. Party No.2 to 4 are contemplating to issue letter of acceptance in favour of L-2 i.e. Opp. Party No.5
14. That, it is, therefore, expedient in the interest of justice and equity to quash the letter vide Annexure-5 and direct the Opp. Party No.2 for revival of letter of acceptance vide letter dated 21/09/2024 vide Annexure-2, failing which the petitioner would suffer irreparable loss and injuries which cannot be compensated in any way.

### P R A Y E R

The petitioner, therefore, prays that your Lordships shall graciously be pleased to admit this Writ petition, issue *Rule nisi* calling upon the opposite parties to show cause:

- (a) As to why the letter vide **Annexure-5** shall not be quashed.



9

(b) As to why the Opposite Parties more particularly Opposite Party No.2 shall not be directed to revive the letter dated 21/09/2024 vide Annexure-2;

(c) And to pass such other order or orders as this Hon'ble Court deem fit and proper:

And on their failure to show cause or showing insufficient cause this Hon'ble Court be pleased to make the said RULE absolute by way of issuance of appropriate Writ or Writs, order or Orders in the facts and circumstances of the present case:

And for this act of your Lordships' kindness, the petitioner, as in duty bound, shall ever pray.

Cuttack

By the petitioner through

Dated: 15.10.2024

Advocate.

### AFFIDAVIT

I, Shri Krushna Mohan Nayak, aged about 48 years, Managing Director of M/s Credence Interior Pvt. Ltd., at Sreeram Mansion, 195/196 B.Ed. College Road, Kharvel Nagar, Bhubaneswar-751001, Odisha, Occupation - Business, do hereby solemnly affirm and state as follows;

2. Father's Name: Khetra Mohan Nayak
3. Number of proceeding pending in the High Court or would be instituted (Caveat): No.
4. Statement of facts: As per averment in the writ application.
5. I have also been duly authorized by the petitioner company to swear this affidavit.

Surendra Prasad Dhal  
Advocate  
NOTARY, CUTTACK

4810





10



6. The facts stated are true to the best of my knowledge and belief of the deponent.

### DECLARATION

I, Shri Krushna Mohan Nayak, aged about 48 years, S/o Khetramohan Nayak, Managing Director of M/s Credence Interior Pvt. Ltd., at Sreeram Mansion, 195/196 B.Ed. College Road, Kharvel Nagar, Bhubaneswar-751001, Odisha, being the deponent above named, do hereby solemnly affirm that the facts stated in paragraph 1 to 14 are true to own my knowledge are true to the best of my information which I obtained from the documents.

I, believe the information to be true for the following reasons: basing upon official records and information.

Solemnly declare that the above said this the 15<sup>th</sup> day of October, 2024.

Identified By  
A.K. Nayak  
Advocate

Krushna Mohan Nayak.  
Deponent

Solemnly affirm before me by Krushna Mohan Nayak, who is identified by Sri Sudeep Kumar Sarangi, Advocate whom I personally known.

This the 15<sup>th</sup> day of October, 2024.

OATH COMMISSIONER  
ADVOCATE.

The above named Deponent

Solemnly affirm on 15.10.2024

Being Identified

by A.K. Nayak

CERTIFICATE

Certified that due to non availability of cartridge papers this matter has been typed in thick white paper.

Cuttack:

Date: 15.10.2024

Advocate

SUDEEP KUMAR SARANGI  
ADVOCATE  
B.C.E. No. O-141-1998  
Mob No.. 9861237441

Surendra Prasad Dhal  
Advocate  
NOTARY, CUTTACK



- 11 -  
BID DOCUMENT

Annex-1

Interior work of RSCL office in 2<sup>nd</sup> and 3<sup>rd</sup> Floor of ICCB Building at Rourkela  
One on Percentage Rate Basis.

2024 -25



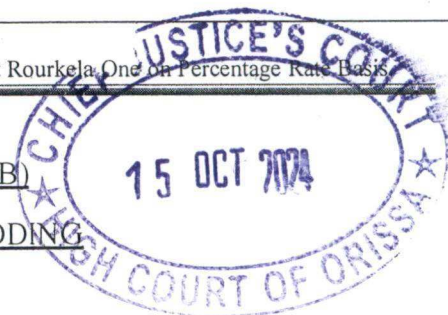
August- 2024

Rourkela Smart City Limited  
1<sup>st</sup> Floor, RMC City library Udit Nagar,  
Rourkela-769012

12 -  
INVITATION FOR BIDS (IFB)  
NATIONAL COMPETITIVE BIDDING



ROURKELA  
SMART CITY LTD.



Bid Id No. RSCL/ 1300-2 /2024/ Dated 23/08/2024  
NATIONAL COMPETITIVE BIDDING  
(INTERIOR WORKS)

	Interior work of RSCL office in 2 <sup>nd</sup> and 3 <sup>rd</sup> Floor of ICCC Building at Rourkela One on Percentage Rate Basis.
Date of Invitation of Bid	27/08/2024
Pre- bid	03/09/2024 at 12:30 Hrs.
Last date and time for receipt of bids	10/09/2024 at 15:00 Hrs.
Last date of Physical Submission of Bid	10/09/2024 at 15:00 Hrs.
Time and date of opening of bids	10/09/2024 at 16:00 Hrs.
Place of Sale/Receiving of bids	Online mode only
Officer inviting bids	The Chief Executive Officer , Rourkela Smart City Limited, Rourkela, Odisha
Officer of Accepting bids	The General Manager(E&T),Rourkela Smart City Limited, Rourkela, Odisha



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F. AWARD OF CONTRACT

26. AWARD CRITERIA:

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

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

- 27.1 In case the 1<sup>st</sup> lowest Bidder or even the next lowest Bidder withdraw in series one by one, thereby facilitating a particular Bidder for award, then they shall be penalized with Appropriate action i.e. Cancelled the (registration of OPWD) and / or suspend/prohibit/debar/blacklist from participating in bidding in any contract of the State as per Guiding of OPWD/Govt. of Odisha Guiding.

- 27.2 The bidding process shall be deemed to be complete after the issue of letter of acceptance. If the bidder fails to sign the agreement within the stipulated period mentioned under clause 29.2, his bid security shall stand forfeited.

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

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

29. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 29.1. In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his e-mail ID. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 29.2 The bidder shall within 15 days of issue of letter of acceptance, furnish the Performance security & additional Performance security (if any) in the form & the work programme & shall sign the agreement in prescribed format, failing which the Engineer-in-Charge shall without prejudice to any other right or remedy available in law, be at liberty to either he will suspend/prohibit/debar/blacklist from participating in bidding in any contract of the State or Cancellation as per OPWD/ of Empanelment

- 14 -

(registration of from OPWD) action will be taken or both. The agreement will incorporate all agreements between the officer inviting the bid and the successful bidder. If L1 bidder does not turn up for agreement after finalization of the tender, then he will suspend/prohibit/debar/blacklist from participating in bidding in any contract of the State as per OPWD Code and /or Cancellation of Empanelment (registration of from OPWD) action will be taken. In that case, the L2 bidder, if fulfils, 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-1 of OPWD Code Vol.-I by inclusion).

29.2.1 Following documents shall form part of the agreement.

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

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

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

29.4 On acceptance of the composite bids by the competent authority the letter of award will be issued by the Engineer-in-Charge of the major component of the work.

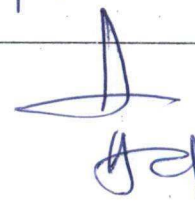
29.5 Upon signing of the agreement by the successful bidder, the Engineer-in-Charge will promptly notify the other bidders that their bids have been unsuccessful.

30. CORRUPT OR FRAUDULENT PRACTICES:

30.1. The Engineer-in-Charge will reject a proposal for award if he determines that the bidder recommended for award has been engaged in corrupt or fraudulent practices in competing for the contract in question. He will report to the Officer Inviting Bid / next higher authority.

30.2 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

T. copy after





Letter No. RSCL/1427/2024

Date. 21/9/2024

To,

Credence Interior Pvt. Ltd.  
Krushna Mohan Nayak (MD)  
Plot-195/196,  
Shreeram Mansion,  
B.Ed. College Road Kharaval Nagar,  
Unit-III, Bhubaneswar-751001, Odisha  
M-9338216220  
Email: [info@credenceinterior.com](mailto:info@credenceinterior.com)

Sub: Letter of Award (LoA) for the project "Interior Works of RSCL office in 2nd and 3rd Floor of ICCB Building at Rourkela One on Percentage Rate Basis" vide Bid id: RSCL/1300-2/2024 dated: 23/08/2024.

Sir,

We are pleased to inform that your aforesaid proposal including the financial bid of Rs. 44,29,482/- (Rupees Forty Four Lakhs Twenty Nine Thousand Four Hundred and Eighty Two only) excluding GST has been accepted by RSCL. The details of the accepted bid are provided below:

Project	Estimated Project Cost (Excluding GST)	Accepted Bid Price (Excluding GST)
"Interior Works of RSCL office in 2nd and 3rd Floor of ICCB Building at Rourkela One on Percentage Rate Basis"	Rs. 52,10,542/- (Rupees Fifty Two Lakhs Ten Thousand Five Hundred and Forty Two only)	Rs. 44,29,482/- (Rupees Forty Four Lakhs Twenty Nine Thousand Four Hundred and Eighty Two only)

**Note:** The above bid price is inclusive of all taxes except GST.

The detailed scope of work shall be adhered to in addition to the terms and conditions as per DTCN.

This Letter of award is being issued with following terms and conditions:

- All bid condition in the tender documents shall be applicable for the project.
- Bidder to countersign this Letter of Award at the place indicated below to indicate the bidder's acknowledgement of the award and return it to the office of the RSCL before 29/09/2024.

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- After submission of required Initial Security Deposit (ISD) of Rs. 88,590/- (Rupees Eighty Eight Thousand Five Hundred and Ninety only) and Additional Performance security (APS) of Rs. 11,71,590/- (Rupees Eleven Lakhs Seventy One Thousand Five Hundred and Ninety only) in shape of instruments as per DTCN, Bidder shall enter into P1- Contract with Rourkela Smart City Limited.

Acknowledged and accepted by

Mr. Managing Director  
(Name of Bidder/ Authorised person)

Chief Executive Officer  
Rourkela Smart City Limited  
Rourkela

Memo No. 1428 Dated: 21/9/24

Copy to Architect/ General Manager (E&T)/ General Manager (Operation), RSCL/ Chief Financial Officer/ Company Secretary, Rourkela Smart City Limited for Information.

Chief Executive Officer  
Rourkela Smart City Limited  
Rourkela

Memo No. 1429 Dated: 21/9/24

Copy to Team Leader, TCE, PgMc of RSCL for Information and necessary action.

Chief Executive Officer  
Rourkela Smart City Limited  
Rourkela

T. copy attested

To,  
The Chief Executive Officer,  
Rourkela Smart City Limited,  
Rourkela.

Dt. - 30.09.2024

ANNE X - 3

Sub: - Requisition for time to submission of ISD & APS for the Agreement process for the tender "Interior work of RSCL office in 2<sup>nd</sup> and 3<sup>rd</sup> Floor of ICCB Building at Rourkela One on Percentage Rate Basis" vied Tender Reference No. - RSCL/1300-2/2024 Dt.23/08/2024 and Tender ID - 2024\_RSCL\_104463\_1 Dt.- 23.08.24.

Sir,

As per the above mentioned subject and as per your letter having Letter No.- RSCL/1427/2024 Dated- 21.09.2024 we have prepared all the documents to submit for the Agreement process but due to some issue from the Post Office end it will take few days more to get the Kissan Vikas Patra.

Therefore it may kindly be requested you to give us 7days more time, so that we will submit ISD & APS for the same.

Allotment of additional time may kindly be granted.

Authorized signatory  
For Credence Interior Pvt. Ltd.

Managing Director

For, CREDENCE INTERIOR PVT. LTD.

T. copy attache  
||  
B-1



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Annex-4



#BFF - Best Friend Forever

No. 17425599

ICICI Bank Limited.

BHUBANESWAR - RASUL

**FIXED DEPOSIT RECEIPT**

NON TRANSFERABLE  
NONNEGOTIABLE

Branch

Customer ID:

569682943

Account No:

7311003580

Date:

03-10-2024

As of:

03-10-2024

Received from

CHIEF EXECUTIVE OFFICER RKL SMART CITY LTD AT RKL

303, SHREEFRAM MANSION, 195/196,  
BED COLLEGE ROAD, KHARVEL NAGAR, KHORDHA  
BHUBANESWAR - 751001

Amount Rs

Rs. Eleven Lakh Seventy One Thousand Five  
Hundred Ninety Only.

Rs.

Rs.

11,71,590.00

Deposit payable to

- As Fixed Deposit (Traditional Plan) for
- Cumulative Fixed Deposit (Reinvestment Plan) for
- Days 0 month 0 years 1

Due On:

03-10-2025

Interest at

% p.a. 7 payable

at quarterly rests.

Repayable to

REF R SPECIMEN SIGMA Unlimited Auto Rene No Auto Closure

Maturity Value of Cumulative Fixed Deposit

Rs. 12,51,000.00

Not Auto Renewal

Auto Closure

PAN No: AAEECC3358A

Lien Amount: Rs 11,71,590.00

IMPORTANT: As per the Income Tax Act, 1961, every person who receives income on which TDS is deductible shall furnish this PAN, failing which TDS shall be deducted at applicable rates as per prevailing income tax guidelines for domestic deposits and for NRO deposits.



Deposit Received With Thanks  
For ICICI Bank Limited.

AUTHORISED SIGNATORY

1. If a deposit is pre-maturely withdrawn (either partially or completely), the interest rate payable and the applicable penalty would be calculated based on the Bank's prevailing policy which is available to the customers at branches upon request. (2) Depositor(s) can opt for giving auto renewal instruction any point of time before the maturity date, wherein the entire maturity proceeds shall be automatically renewed from the maturity date for a period equal to original tenure of the FD at the prevailing interest rate. (3) Depositor(s) can opt for renewal within 90 days prior or 30 days post the maturity date. Value dating is not applicable for deposits. In case of premature withdrawal all applicants signature required for more than 30 days. Such overdue deposits shall be renewed from the date of instruction as per instruction as per

Please turn over to the conditions and terms of ICICI Bank Fixed Deposits.

ROG\_SR169857588\_BS\_DB\_SS\_06062020





ICICI Bank Limited.

NON TRANSFERABLE  
NON NEGOTIABLE

Customer ID:

569682948

Account No:

73111303581

#BFF - Best Friend Forever

BHUBANESWAR - RASULGARH

No. 17425600

## FIXED DEPOSIT RECEIPT

Branch

Date: 03-10-2024

As of: 03-10-2024

\* Received from

CHIEF EXECUTIVE OFFICER RKL SMART CITY LTD AT RKL

303, SHAMERAM MANSION, 195/196,  
BED COLLEGE ROAD, KHARVEL NAGAR, KHORDHA  
BHUBANESWAR - 751001

Amount Rs Rs. Eighty Eight Thousand Five Hundred  
Deposit payable to Ninety Only.

Rs. Rs. 88,590.00

\* As Fixed Deposit (Traditional Plan) for  
Cumulative Fixed Deposit (Reinvestment Plan) for  
Days 0 mont hs 0 years 1

Due On: 03-10-2025

\* Interest at 6.7000  
at quarterly rests. % p.a. payable

\* Repayable to

REFER SPECIMEN SIGNA Unlimited Auto Rene No Auto Closure

\* Maturity Value of Cumulative Fixed Deposit

Rs. 94,000 Auto Renewal

PAN No: AAEC3358A

Lien Amount: Rs 88,590.00

IMPORTANT: As per the Income Tax Act 1961, every person who receives income on which TDS is deductible shall furnish his PAN, failing which TDS shall be deducted at applicable rates as per prevailing income tax guidelines for domestic deposits and for NRO deposits.

Auto Closure  
Deposit Received With Thanks  
For ICICI Bank Limited.

AUTHORISED SIGNATORY

1. If a deposit is pre-maturely withdrawn (either partially or completely), the interest rate applicable and the applicable penalty would be calculated based on the Bank's prevailing policy which is available to the customers at branches upon request. (2) Depositor(s) can opt for giving a renewal instruction any point of time before the maturity date, wherein the entire maturity proceeds shall be automatically renewed from the maturity date for a period equal to original term of the FD at the prevailing interest rate. (3) Depositor(s) can opt for renewal within 90 days prior or 30 days post the maturity date. Value dating is not applicable for deposits withdrawn or more than 30 days. Such overdue deposits shall be relieved from the date of instruction as per the instructions of the Account Holder(s) in case of premature withdrawal all applicants signature required

Please turn overleaf for additional information regarding ICICI Bank Fixed Deposits.

HOD\_SR169857588\_BS\_DB\_SS\_06062020

T. copy certified



To, RSCL/149/2024

Date: 10/10/2024

Mr. Krushna Mohan Nayak  
Managing Director  
Credence Interior Pvt. Ltd.  
Sreeram Mansion. 195/196,  
B.Ed.College Road  
Kharvel Nagar.  
Bhubaneswar- 751001,  
Odisha.  
M-9338216220  
Email: info@credenceinterior.com

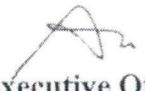
Subject: Cancellation of Letter of Award (LOA) dated 21.09.2024 for the project "Interior works of RSCL office in 2<sup>nd</sup> and 3<sup>rd</sup> Floor of ICCB Building at Rourkela One on Percentage Rate Basis".


Ref: 1) LOA No RSCL/1427/2024 Dt.21/09/2024  
2) Credence Bid Submission for Vide Bid Id: RSCL/1300-2/2024 Dt.23/08/2024

Sir,

We are sorry to intimate that 15 days has passed since the issuance of LOA No RSCL/1427/2024 Dt.21/09/2024 and you have not submitted the ISD and APS to execute the agreement as required in LOA and Clause 29.2 of DTCN. Therefore we forfeit the Bid securities submitted inform of Fixed deposit Receipt having A/c No.731113003520 Dt.03.09.2024 for Rs. 53,000/- issued by ICICI Bank as per requirement of DTCN Clause 27.2.

Yours Faithfully,

  
Chief Executive Officer  
Rourkela Smart City Limited  
Rourkela.

T. copy attached  


21 -

To,  
The Chief Executive Officer,  
Rourkela Smart City Limited,  
Rourkela.

Dt. - 08.10.2024

Ref- CIPL/125/2024-25

ANNEX - 6

Sub: - Reply to your letter LOA cancellation having Letter No.- RSCL/149//2024 Dt.- 07.10.2024 for the tender "Interior work of RSCL office in 2<sup>nd</sup> and 3<sup>rd</sup> Floor of ICCB Building at Rourkela One on Percentage Rate Basis" vide Tender Reference No. - RSCL/1300-2/2024 Dt.23/08/2024 and Tender ID - 2024\_RSCL\_104463\_1 Dt.- 23.08.24.

Sir,

With reference to the above mentioned subject we got the LOA on Dt.- 21.09.2024. As per your letter the original document verification, APS, ISD submission should be done before Dt.-25.09.2024. However, we visited your office on Dt.- 24.09.2024 and get all the original documents verified. However due to delay from bank side we submitted a time extension letter on Dt.- 30.09.2024 & the end date of time extension supposed to be ends on Dt.- 06.10.2024. Within this period you repeatedly insisted & instructed us to start the work first and also said to do the agreement latter, which is quite an unlawful practice. However we reached your office on Dt.- 05.10.2024 for the agreement process with all the required deposit details. The photo copy of your office entry registration book has been attached herewith which shows our presence at your office on Dt. - 05.10.2024, but you did not allow us to do the agreement in spite of our repeated request. This is quite an unlawful practice which violate the bidding process.

**The unlawful Bidding practices are as follows:**

1. If our time extension letter is not acceptable by you then at first you should intimate us regarding the non-acceptance of a time extension letter, instead you send a LOA cancellation letter which is quite unlawful and will be challenged in the court of law.
2. The copy of your office entry record book shows that we are interested for the agreement but your non acceptance shows your unwillingness towards a fair practice, which will also be challenged in the court of law.
3. All calls from your good office shows how you insist us to start the work without an agreement. It also shows that you are already prepared to cancel our LOA from the beginning.
4. There should be at least 7days time period from the date of LOA issue, which was not given to us at the time of issuance of the LOA.

Keeping all this into consideration it is finalized that this bid has been done with an ill intension to favour someone and it is a pre decided plan.

Therefore we do not accept the LOA cancellation order sent by you. It can never be assigned to any other one unless and until it is finalized by the court. Now this matter may kindly be proceeded through court of law. Let the court finalize this issues.

Authorized signatory

For, CREDENCE INTERIOR PVT. LTD.



## Rourkela Smart city Limited, Rourkela

## Entry Register

SL No	Name	Organization	Mobile No.	In Time	Out Time	Signature	Date
55.0	N. Aditya Ku. Choudhury	Personal Meet	8895219329	12:11 PM			20/09/2024
56.0	Not Visible	Account Section	Not Visible	12:25 PM			21/09/2024
	Not Visible		Not Visible	1:15 PM			23/09/2024
57.0	Not Visible	Not Visible	Not Visible	1:07 PM			24/09/2024
58.0	Bansidhar Sahu		Not Visible	4:15 PM	4:30 PM		24/09/2024
59.0	Satyaprakash Behera	Bill Copy Sign	Not Visible	11:30 AM			25/09/2024
60.0	Not Visible	Matrix	8910500070	10:55 AM			26/09/2024
61.0	T.K. Manik		7978807571	12:09 PM	12:26 PM		26/09/2024
62.0	Jaganath Sahoo		7788807137	11:55 AM			4/10/2024
63.0	Ramesh Meher	Tender Agreement	9777692837	11:05 AM			5/10/2024









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Credence Interior Pvt Ltd &lt;info@credenceinterior.com&gt;

7

## Cancellation of LoA for the project "Interior works of RSCL office in 2nd and 3rd floor of ICCC building at Rourkela one on percentage rate basis"

Rourkela Smart City &lt;rourkelascl@gmail.com&gt;

Tue, Oct 8, 2024 at 6:38 PM

To: Credence Interior Pvt Ltd &lt;info@credenceinterior.com&gt;

Dear Sir,

Annex - 7

Please refer to your letter attached in the above trailing mail dated 08-10-2024. Our para wise reply is furnished below.

If our time extension letter is not acceptable by you then at first you should intimate us regarding the non-acceptance of a time extension letter, instead you send a LOA cancellation letter which is quite unlawful and will be challenged in the court of law	There is no such provision in DTCN and OPWD code for extension of time for signing of agreement. In view of the urgency in the job, no extension is feasible and the same was intimated to you over phone.
The copy of your office entry record book shows that we are interested for the agreement but your non acceptance shows your unwillingness towards a fair practice, which will also be challenged in the court of law.	Your representative had visited RSCL office and enquired about the process and documents required for signing the agreement. However he has not submitted any documents in support of signing the agreement after repetitive follow up.
All calls from your good office shows how you insist us to start the work without an agreement. It also shows that you are already prepared to cancel our LOA from the beginning.	RSCL officials have called you at different times for signing the agreement only and not to start the work.
There should be at least 7days time period from the date of LOA issue, which was not given to us at the time of issuance of the LOA.	The LOA was issued on 21-09-2024 and as per clause 29.2 of DTCN maximum time limit to execute the agreement is 15 days i.e up to 05-10-2024 and you have failed to submit requisite documents to execute the agreement within 15 days. Hence you have been given 15 days time period to execute the agreement from the date of issuance of LOA instead of 7 days as claimed by you

With Regards,

**Chief Financial Officer**  
**Rourkela Smart City Limited**  
**Rourkela**

**CREDENCE INTERIOR PVT. LTD.**  
 195/196, SREERAM MANSION

10/14/24, 12:55 PM

Credence Interior Pvt. Ltd Mail - Cancellation of LoA for the project "Interior works of RSCL office in 2nd and 3rd floor of ICCC bui...

B.ED . COLLEGE ROAD

KHARVELNAGAR, BHUBANESWAR-751001

PHONE-0674-2395020,9338216220

Email- info@credenceinterior.com

Web- www.credenceinterior.com

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Any information contained in this electronic message or any sorts of attachments to this message which contain proprietary, confidential or privileged information are meant for the addressee exclusively . Non authorized or non intended recipient?? should not disseminate, distribute or copy this e-mail and instructed to destroy all the copies of this message or any attachments immediately with a notification to the sender.

Please check this email or any attachment(s) for the presence of any viruses, malware, etc. The sender / company is no way responsible whatsoever for any damage - whether direct or consequential - caused by any virus, malware, etc transmitted by this email.

[Quoted text hidden]

T. CPA attesting  
A-1



**VAKALATNAMA**

IN THE HIGH COURT OF ORISSA, CUTTACK

WP(C) No. 25933 of 2024

*Corendence Jantoneer*

Petitioner

*State of Orissa* Versus Opposite Parties

Know all men by these presents that by this vakalatnama I/we,

*Krushna Ch Mohanty, Managing Director  
Corendence Jantoneer Pvt. Ltd. At State Mansion  
1995/1996 Bled City Rd BSR Kher*

Appellant/Respondent/Petitioner/Opposite Party in the aforesaid case/ Appeal /Revision/Application case do hereby appoint and retain , Appellant/Respondent/Petitioner/Opposite Party in the aforesaid case/ Appeal /Revision/Application case do hereby appoint and retain

**SUDEEP KU SARANGI, O-141-1998, Mob. No. 9861237441,**

**ARUN KUMAR NAYAK, 0865 2013. 8596009601**

Advocate (s), to appear for me /us, in the above case and to conduct and prosecute (or defend) the same and all proceedings that may be taken in respect of any application connected with the same or any decree or order passed there in including all applications for return of documents or receipt of any monies that may be payable to me/us in the said case and also in applications for review in appeals under Orissa High Court, Order and in applications for leave to appeal to Supreme Court. I /We authorise my/our advocates (s) to admit any compromise lawfully entered in the said case

Dated the: *15/10/24*

*Krushna Mohan Nayak.*

Signature of Executant(s)

Received from the Executant (s) satisfied and accepted as I/we hold no brief for the other side

Accepted as above

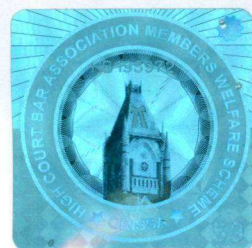
Accepted as above

Accepted as above

*D. gi*  
Advocate

*[Signature]*  
Advocate

Advocate



Address for service of all notices:

B -441, Sector -8, Markat Nagar,

Avinaba Bidanasi, Cuttack -753014

Tel:0671-2503026, 94370 47212



*50791*



IN THE HIGH COURT OF ORISSA, CUTTACK.

I.A. NO. 13962 OF 2024

(Arising out of W.P.(C) No. 25933 of 2024)

In the matter of:

An application for injunction under Chapter-VI, Rule-27(A) of High Court of Orissa Rules;

AND

In the matter of:

M/s Credence Interior Pvt. Ltd.

...Petitioner

-Versus-

State of Orissa & others

...Opp. Parties

To

The Hon'ble Chief Justice of the High Court of Orissa and His Lordship's Companion Justices of the said Hon'ble Court.

The humble petition of the  
Petitioner above named;

MOST RESPECTFULLY SHEWETH:

1. That the Petitioner has filed the aforesaid Application for quashing of LOA under Annexure-5 and other reliefs as stated in the writ petition which do form a part and parcel of the I.A.


*2/10/2024*  
Surendra Prasad Dhal  
Advocate  
NOTARY, CUTTACK



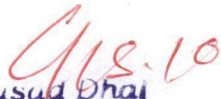


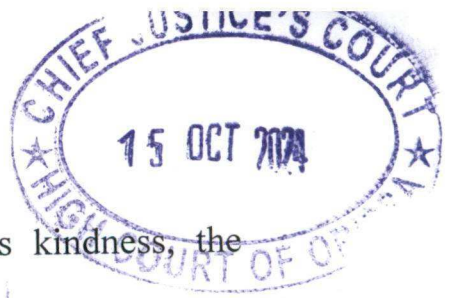
2. That the petitioner has fair chance of success in the writ petition. Unless the Opposite Parties more particularly the Opp. Party No.2 is restrained from proceeding further in the matter of tender process the writ petition would become infructuous.
3. That it is, therefore, expedient in the interest of justice and equity to restrain the Opposite Parties more particularly the Opp. Party No.2 from proceeding further in the matter of tender process , otherwise the petitioner shall suffer irreparably, which cannot be compensated in any way.

### PRAYER

 The petitioner, therefore, prays that this Hon'ble Court may graciously be pleased to restrain/injunct the Opposite Parties more particularly the Opp. Party No.2 from proceeding further in the matter of tender process , pending disposal of the writ petition;

And pass such other order or orders as this Hon'ble Court deem fit and proper in the facts and circumstances of the case;

  
Surendra Prasad Dhal  
Advocate  
NOTARY, CUTTACK



And for this act of your honour's kindness, the  
petitioner as in duty bound, shall ever pray.

Cuttack

Dtd. 15 10.2024

By the petitioner through

Advocate.

### AFFIDAVIT

I, Shri Krushna Mohan Nayak, aged about 48 years,  
Managing Director of M/s Credence Interior Pvt.  
Ltd., at Sreeram Mansion, 195/196 B.Ed. College  
Road, Kharvel Nagar, Bhubaneswar-751001, Odisha,  
Occupation -Business, do hereby solemnly affirm and  
state as follows;

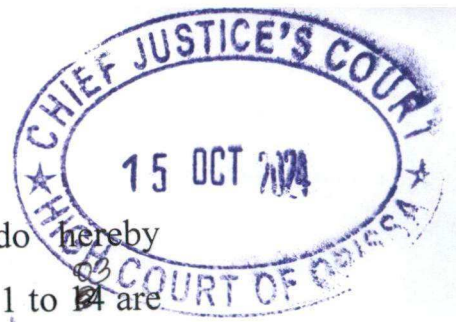
2. Father's Name: Khetra Mohan Nayak
3. Number of proceeding pending in the High Court or  
would be instituted (Caveat): No.
4. Statement of facts: As per averment in the writ  
application.
5. I have also been duly authorized by the petitioner  
company to swear this affidavit.
6. The facts stated are true to the best of my knowledge and  
belief of the deponent.

### DECLARATION

I, Shri Krushna Mohan Nayak, aged about 48 years, S/o  
Khetramohan Nayak, Managing Director of M/s Credence  
Interior Pvt. Ltd., at Sreeram Mansion, 195/196 B.Ed.  
College Road, Kharvel Nagar, Bhubaneswar-751001,

*41810*  
Surendra Prasad Dhar  
Advocate  
NOTARY, CUTTACK





Odisha, being the deponent above named, do hereby solemnly affirm that the facts stated in paragraph 1 to 4 are true to own my knowledge are true to the best of my information which I obtained from the documents.

I, believe the information to be true for the following reasons: basing upon official records and information.

Solemnly declare that the above said this the 15<sup>th</sup> day of October, 2024.

Identified By

A.K. Nayak  
Advocate

Krushna Mohan Nayak.  
Deponent

Solemnly affirm before me by Krushna Mohan Nayak, who is identified by Sri Sudeep Kumar Sarangi, Advocate whom I personally known.

This the 15<sup>th</sup> day of October, 2024.

OATH COMMISSIONER  
ADVOCATE.

### CERTIFICATE

Certified that due to non availability of cartridge papers this matter has been typed in thick white paper.

Cuttack:

Date: 15. 10.2024

Advocate

The above named Deponent  
Solemnly affirm on.....  
.....Being Identified  
by.....  
SUDEEP KUMAR SARANGI  
ADVOCATE  
B.C.E. No.-O-141-1998  
Mob No.. 9861237441  
(Adt)

Surendra Prasad Dha  
Advocate  
NOTARY, CUTTACK

## OFFICE OF THE ADVOCATE GENERAL, ODISHA

SLNO: 552059

Date: 15-Oct-24

TIME: 11:11 AM

CASETYPE: DWPC

No: 44291

YEAR: 2024

PETITIONER / APPELANT:

M/S CREDENCE INTERIOR PVT.  
LTD

RESPONDENT / OPP PARTY:

STATE

☒ PETITION & MEMO☒ MISC CASE☐ EXTRA COPY☐ COUNTER☐ ADDLSET: ☐ REJONDER☐ CONSOLIDATEDMISC. COPY ADDL. STANDING  
COUNSEL



**COMPUTERISED FILING COUNTER  
ORISSA HIGH COURT,CUTTACK  
ACKNOWLEDGEMENT SLIP**

**Seat No : 120**

**Branch No : WRIT BRANCH (DIVISION  
BENCH-3)(paperless)**

Receipt No : 132055/2024

Date Of Receiving : 23/10/2024

Time : 01:37:14 PM

Filing No : D- WP(C) 44291/2024

Case No : WP(C) 25933/2024

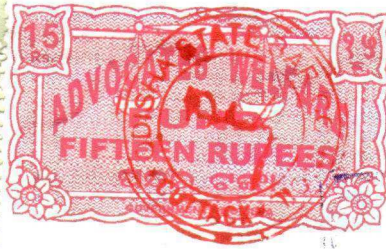
Received From : Respondent (2&4)

Filed By: M/S PABITRA KUMAR NAYAK

Document(s) Filed :

2- Vakalatnama --- Court Fee -Rs.12 (31069/2024)





# VAKALATNAMA

IN THE HIGH COURT OF JUDICATURE ODISHA, CUTTACK

Appeal No. WPC/25933 of 2024

Between M/s Credence Interior Pvt. Applicant / Petitioner  
Versus 144

State of Orissa & others Respondent / Opp. Party

Know all men by these presents, that by this Vakalatnama  
2. Rourkela Smart City Limited 181 Floor, RMC City Library  
Twe Volit Nagar, Rourkela - 769012, represented through its Chief Executive  
Officer CEO Ashutosh Kulkarni aged about 31 years, 310, Chandra  
Sekhar Kulkarni 4. Una Prakash Elanindra Patra aged about 6 years  
310, Late Una R. Patra chief finance officer, Rourkela Smart City  
Limited 181 Floor, RMC City Library Volit Nagar, Rourkela - 769012  
for NO 2024

Appellant/Respondent/Petitioner/Opposite party, the aforesaid Revision / Appeal Case  
do hereby appoint and retain Sri PABITRA KUMAR NAYAK

G. MOHAPATRA, H.D. DASH, A.C. R. DAS, K.K. JENA  
E mail-advocatepk@gmail.com, MOB. 9437316042

Advocate (s), to appeal for me/us, in the above case and to conduct and prosecute (or  
defend) the same and all proceedings that may be taken in respect of any application  
connected with the same or any decree or order passed therein including all application  
for return of documents or receipt of any moneys that may be payable to me/us in the  
said case, and also in application for review, and in appeals under Orissa High Court  
Order and in applications for leave to appeal to Supreme Court. I/We authorise my/our  
Advocate(s) to admit any compromise lawfully in the said case.

Dated 23.10.2024  
RECEIVED from the executant(s)  
Satisfied and accepted as I hold  
no brief for the other side

PABITRA KUMAR NAYAK  
Advocate ADVOCATE  
B.C.E NO. 0-11211995  
MOB. 9437316042  
Accepted as above

HIMANSHU BHUSAN MOHAPATRA  
Advocate ADVOCATE  
B.C.E NO. 0-125711995  
MOB. 9437229379  
Accepted as above

ARISH CHANDRA MOHAPATRA  
Advocate ADVOCATE  
B.C.E NO. 0-251-79  
MOB. 9437048234  
Accepted as above

ADARSH CHITARANJAN DAS  
Advocate ADVOCATE  
B.C.E NO. 0-47112004  
MOB. 943880081  
Accepted as above

KSHITISH KUMAR JENA  
Advocate ADVOCATE  
B.C.E NO. 0-125711995  
MOB. 7609084418  
Accepted as above

Chief Financial Officer  
Rourkela Smart City Ltd.

Chief Executive Officer  
Rourkela Smart City Ltd.

(Signature of executants)



**COMPUTERISED FILING COUNTER  
ORISSA HIGH COURT,CUTTACK  
ACKNOWLEDGEMENT SLIP**

**Seat No : 120**

**Branch No : WRIT BRANCH (DIVISION BENCH-3)(Paperless)**

**Receipt No : 143480/2024**

**Date Of Receiving : 20/11/2024**

**Time : 02:43:31 PM**

**Filing No : D- WP(C)/44291/2024**

**Case No : WP(C)/25933/2024**

**Received From : Respondent (3)**

**Filed By: M/S PABITRA KUMAR NAYAK**

**Document(s) Filed :**

**3- Vakalatnama --- Court Fee -Rs.12 (34183/2024)**





# VAKALATNAMA

IN THE HIGH COURT OF JUDICATURE ODISHA, CUTTACK

WPC)

Appeal  
Revision No. 25933 of 2024  
Between m/s- credence Interior Pvt. Ltd. Applicant / Petitioner  
Versus State of Orissa & others. Respondent / Opp. Party

Know all men by these presents, that by this Vakalatnama

1. ~~Amrita Naik~~ Amrita Naik, aged about 39, w/o - Sri. R.C. Naik.  
at present working as G.M., Rourkela Smart City Ltd.  
PO/PS - Uditnagar, Dist - Sundargarh, Odisha. BUR APPNO-3

Appellant/Respondent/Petitioner/Opposite party the aforesaid Revision / Appeal Case do hereby appoint and retain Sri DABITRA KUMAR NAYAK,  
H.B. DASH, ADHIKARI C.P. DAS, K.K. JENA,  
G.C. MOHA PATTA

Advocate (s), to appeal for me/us, in the above case and to conduct and prosecute (or defend) the same and all proceedings that may be taken in respect of any application connected with the same or any decree or order passed therein including all application for return of documents or receipt of any moneys that may be payable to me/us in the said case, and also in application for review, and in appeals under Orissa High Court Order and in applications for leave to appeal to Supreme Court. I/We authorise my/our Advocate(s) to admit any compromise lawfully in the said case.

Dated 20.11.2024  
RECEIVED from the executant(s)  
Satisfied and accepted as I hold  
no brief for the other side

DABITRA KUMAR NAYAK  
Advocate B.C. EN-0-112/1995  
MONO-9437316042

Accepted as above  
HIMANSHU BHUSHAN DASH  
MON-9437227379 B.C. EN-0-1257/1995  
Advocate

Accepted as above  
ADHIKARI CHITRA PRASAD DAS  
MON-9438150051 B.C. EN-0-47/2019  
Advocate

Accepted as above  
GIRISH CHANDRA MOHAPATRA  
B.C. EN-0-251/1979  
MON-9437048234  
Advocate

Accepted as above  
K.K. JENA  
KHITISH KUMAR JENA  
Advocate B.C. EN-0-99/2019  
MON-7609084416

Anita Naik  
(Signature of executants)  
General Manager (Opt.)  
Rourkela Smart City Ltd.



**COMPUTERISED FILING COUNTER  
ORISSA HIGH COURT,CUTTACK  
ACKNOWLEDGEMENT SLIP**

**Seat No : 120**

**Branch No : WRIT BRANCH (DIVISION BENCH-3)(Paperless)**

Receipt No : 143896/2024

Date Of Receiving : 21/11/2024

Time : 01:27:05 PM

Filing No : **D- WP(C)/44291/2024**

Case No : **WP(C)/25933/2024**

Received From : Respondent (2,3 & 4)

Filed By: ADVOCATE FOR THE RESPONDENT

Document(s) Filed :

4- Counter Affidavit --- Court Fee -Rs.3 (34310/2024)

Correct Copy



IN THE HIGH COURT OF ORISSA, CUTTACK

W.P (C) NO. 25933/2024

M/S.Credence Interior Pvt. Ltd. .... ...Petitioner

- Versus -

State of Odisha & others. .... ...Opp.Parties

I N D E X

Sl. No.	Description of Documents	Pages
1.	Counter Affidavit	1 - 7
2.	<u>ANNEXURE-A/2</u> Copy of the letter dated 09.10.2024.	8-9

By the opp.party No.2,3&4 through

Cuttack.

Date:16.11.2024

  
Advocate



IN THE HIGH COURT OF ORISSA: CUTTACK

W.P.(C) No. 25933 / 2024



M/s. Credence Interior Pvt. Ltd.

...Petitioner

Vs.

State of Odisha & others.

...Opp. Parties

COUNTER AFFIDAVIT FILED BY THE OPP. PARTY NO. 2, 3 AND 4

AS FOLLOWS –

1. That in this Writ Petition, the petitioner challenges the letter dtd.07.10.2024 issued by the Opp. Party No.2 for cancellation of Letter of Award (LAO) dtd.21.09.2024 for the project “Interior Works of Rourkela Smart City Limited Office in 2nd and 3rd floor of Integrated Command and Control Centre Building at Rourkela one on percentage Rate Basis” vide Annexure-5 and prayed for to revive the letter dtd.21.09.2024 vide Annexure-2.

*[Handwritten signature]*

2. That the averments made in Para-1 of the writ petition are denied. It is respectfully submitted that the Tender Call Notice for the Job “Interior work of Rourkela Smart City Limited Office in 2nd and 3rd floor of Integrated Command and Control Centre Building at Rourkela One on percentage rate basis” was published on 23.08.2024 vide Notice No. RSCL/1300-2/2024 with the estimated cost of Rs.52,10,542/-. In response to the Tender Notice, RSCL received four online bids and the following three bidders have submitted the physical copy of bids along with Earnest Money Deposit (EMD) and Tender fees in form of specified instruments :-



*Received copy*

*[Handwritten signature]*

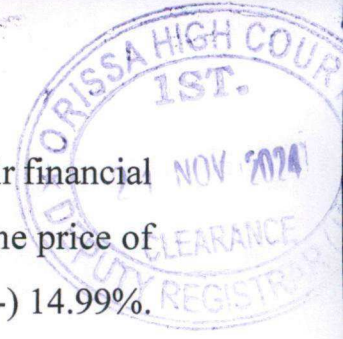
*21-11-2024*

1. Credence Interior Pvt. Ltd. (Petitioner), 2. M/s Girish Samal (Opp. party No.6), 3.M/s. Har Har Mahadev Enterprises (Opp. Party No.5).

*[Handwritten signature]*  
Chief Executive Officer  
Rourkela Smart City Ltd.

*[Handwritten signature]*  
1  
*[Handwritten signature]*





All three bidders were technically qualified and hence their financial bids were opened on 19.09.2024. All the bidders quoted the same price of Rs.44,29,481.75 against estimated value of Rs.52,10,542/- i.e. (-) 14.99%. Credence Interior Pvt. Ltd. was selected as L1 bidder on the basis of the lottery. Accordingly, Letter of Award (LoA) was issued vide letter No. RSCL/1427/2024 dated 21.09.2024 vide Annexure-2 to the petitioner. As per Clause No. 29.2 of DTCN, the bidder shall within 15 days of issue of Letter of Award( LoA) furnish the Performance Security (ISD) of Rs.88,590/- and Additional Performance Security (APS) of Rs.11,71,590/- in the form & shall sign the agreement in the prescribed format. If L1 bidder does not turn up for the agreement within prescribed time limit of 15 days, then he will be suspended / prohibited / debar / blacklisted from participating in bidding in any contract.

*[Handwritten signature]*



In the present case the petitioner did not turn up for signing the agreement along with requisite ISD and APS amount and other related documents within 15 days of issue of LoA i.e. up to 05.10.2024 in spite of RSCLs respective requests over telephone. Even after lot of persuasion by RSCL officials from time to time, the agency did not show any interest to sign the agreement. On the 15th day i.e. 05.10.2024 the representative of the petitioner visited opp. party No.2 without any documents and as a result no agreement was signed on that day. The opp.party No.2 cancelled the Letter of Award (LoA) on 07.10.2024 (on the 17th Day) and intimated to the petitioner vide Annexure-5.

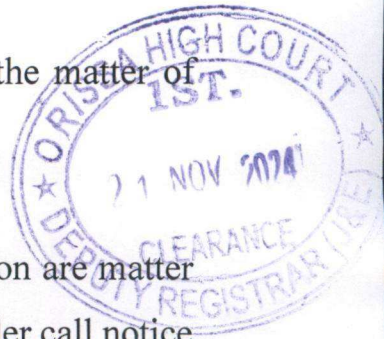
*[Handwritten signature]*  
Chief Executive Officer  
Rourkela Smart City Ltd.

It is respectfully submitted that the lottery was drawn in the absence of petitioner and the petitioner was selected as L1 bidder, which indicates that the total bidding process was very much fair and transparent.

*[Handwritten signature]*  
Adv.



3. That the averments made in Para-2 of the writ petition is the matter of record do not call for a reply from the present Opp. Parties.
4. That the averments made in Para-3 & 4 of the writ application are matter of record. It is respectfully submitted that pursuant to the tender call notice No. RSCL/1300-2/2024, dtd.23.08.2024, the present the Opp. Party received four online bids and only three bidders have submitted physical copy of the bids along with Earnest Money Deposit (EMD) and tender fixed in form of specified instruments.
5. That the averments made in Para-5 of the writ petition are denied, it is respectfully submitted as per the Letter of Award (LoA) the petitioner is to counter sign the same as acknowledgement of the award and the present Opp. Parties never asked for signing the agreement before 25.09.2024, the actual days of 15 days commence from the date of issue Letter of Award (LoA) i.e. from 21.09.2024.
6. That the averments made in Paragraph-6 of the writ petition are denied, it is respectfully submitted that Letter of Award (LoA) dtd.21.09.2024 was communicated to the petitioner through E-mail on the same day, which was an official working day and the commencement date Letter of Award (LoA) for calculating starts from 21.09.2024.
7. That the averments made in para-7 of the writ petition are denied, it is respectfully submitted on 05.10.2024 one Ramesh Meher, who is the representation of petitioner visited to the office of the Opp. Party No.2, but he has not submitted the requisite ISD, APS and other documents and the representative of the petitioner was not duly authorised to sign the agreement.



*[Handwritten signature]*



*[Handwritten signature]*  
Chief Executive Officer  
Rourkela Smart City Ltd.

*[Handwritten signature]*



8. That in reply to the averments made in paragraph 8 of the writ petition, it is submitted that since the petitioner did not sign the agreement within the stipulated period and the petitioner has not submitted the requisite documents within the time stipulated, the Opp. Party No.2 has cancelled the letter of award on 07.10.2024 and the same was communicated to the petitioner vide Annexure-5.
9. That the averments made in Para-9 and 10 of the writ petition are matter of record, it is submitted that the Opp. Party No.4 has given their reply to the petitioner through e-mail vide letter dtd.08.10.2024 vide annexure-7.
10. That the averments made in Para-11 of the writ petition are denied, it is respectfully submitted that as per the Clause-29(2) of the DTCN vide Annexure-1, it was been clearly mentioned that bidder shall within 15 days letter of acceptance furnished the performance security and additional performance security (if any) and in the form and the work program and 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 either he will suspend / prohibit / debar / black list from participating in bidding in any contract of the state or cancellation as per OPWD of empanelment (rejection of forum OPWD) action will taken or both.
11. That the averments made in Para-12 of the writ petition are denied, it is respectfully submitted as per DTCN Clause 29.2, 15 days time was given to the petitioner for signing the agreement and there is no such clause for 4 days.



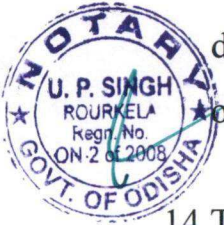
*Signature*  
Chief Executive Officer  
Rourkela Smart City Ltd.

*Signature*



12. That in reply to the paragraph-13 and 14 of the writ petition, it is respectfully submitted that after cancellation of letter of award dtd.21.09.2024, the Opp. Party No.2 has issued a letter of award (LoA) to the L2 bidder M/s. Har Har Mahadev Enterprisers vide RSCL/1522/2024, dtd.09.10.2024. The copy of the letter dtd.09.10.2024 is annexed herewith as ANNEXURE-A/2.

13. That the facts / averments made in the writ application are not specifically admitted by the deponent are deemed to be denied and further, this deponent craves leave to submit further affidavit, if necessary, at the time of hearing.



14. That the facts stated above are true to the best of my knowledge and based on official records.

Cuttack

Date – 16/11/2024

By the O. P. <sup>No. 2,344</sup> through

*[Signature]*  
Advocate



*[Signature]*  
Chief Executive Officer  
Rourkela Smart City Ltd.

*[Signature]*



34310

IN THE HIGH COURT OF ORISSA: CUTTACK

W.P.(C) No. 25933 / 2024

M/s. Credence Interior Pvt. Ltd.

...Petitioner

Vs.

State of Odisha & others.

....Opp.Parties

AFFIDAVIT

BEFORE U.P. SINGH, NOTARY

1. **Ashutosh Kulkarni**, aged about 31 years, at present working as CEO, Rourkela Smart City Ltd, Rourkela, PO/PS – Uditnagar, Dist. Sundargarh, Odisha. I am the opp. party No.2 and have been duly authorized by Opp. party No.3 & 4 to swear this affidavit on their behalf. Occupation - Govt. Service.
2. Father's Name : Chandrasekhar Kulkarni
3. Number of proceeding pending in the High Court or would be instituted (Caveat) : No
4. Statement of facts: As per averments in the Counter Affidavit
5. The facts stated are true to the best of my knowledge and belief of the deponent.

*A. Kulkarni*  
Chief Executive Officer  
Rourkela Smart City Ltd.

Deponent (S) being certified  
by Sri/Smt./Ks...  
Advocate Solemnly Affirmed  
and Declared the truthfulness  
of the Contents

*U.P. Singh*  
Notary  
Rourkela Govt. of Odisha  
Said No. 25933 of 2024



- 7 -

## DECLARATION

I, **Ashutosh Kulkarni**, aged about 31 years, S/o. Chandrasekhar Kulkarni, at present working as CEO, Rourkela Smart City Ltd, Rourkela, PO/PS – Uditnagar, Dist. Sundargarh, Odisha, Occupation - Govt. Service, being the deponent above named do hereby solemnly affirm that the facts stated in Paragraphs 1 to 14 are true to my knowledge and are true to the best of my information which I obtained from the official sources.

I believe the information to be true for the following reasons. Basing upon official records and information.

Solemnly declare at the above said this 16<sup>th</sup> day of November, 2024.

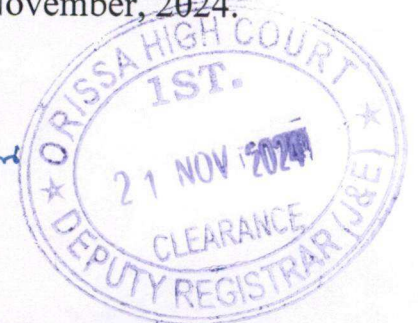
**Identified by**



**Advocate**



**Deponent**



## UNDERTAKING

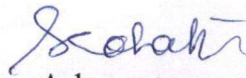
The counsel of the petitioner undertakes that the English version of Oriya annexures will be filed as and when required by this Hon'ble Court.

## Certificate

Certified that due to non-availability of cartridge papers, the above matter is typed on white thick papers.

Cuttack

Date -



**Advocate**





ANNEXURE - A/2

8

ROURKELA  
SMART CITY LTD.

ROURKELA SMART CITY LTD.  
(A SPV OF GOVERNMENT OF ODISHA, RMC & RDA)

Letter No. RSCL / 1522 / 2024

Date. 9/10/2024

To,

Mr. Subodh Kumar Yadav  
M/s HAR HAR MAHADEV ENTERPRISES  
MIG-II-27/2, Housing Board Colony,  
Chandrasekharapur,  
P.O./PS.Chandrasekharapur -751016  
Dist.Khorda, Odisha  
Email:- mahadeventerprises1003@gmail.com  
Mob: 9439916583



Sub: Letter of Acceptance (LoA) for the project "Interior Works of RSCL office in 2nd and 3rd Floor of ICC Building at Rourkela One on Percentage Rate Basis" vide Bid Id: RSCL/1300-2/2024 dated: 23/08/2024.

Sir,

We are pleased to inform that your aforesaid proposal including the financial bid of Rs. 44,29,482/- (Rupees Forty Four Lakhs Twenty Nine Thousand Four Hundred and Eighty Two only) excluding GST has been accepted by RSCL. The details of the accepted bid are provided below:

Project	Estimated Project Cost (Excluding GST)	Accepted Bid Price (Excluding GST)
"Interior Works of RSCL office in 2nd and 3rd Floor of ICC Building at Rourkela One on Percentage Rate Basis"	Rs. 52,10,542/- (Rupees Fifty Two Lakhs Ten Thousand Five Hundred and Forty Two only)	Rs. 44,29,482/- (Rupees Forty Four Lakhs Twenty Nine Thousand Four Hundred and Eighty Two only)

Note: The above bid price is inclusive of all taxes except GST.

The detailed scope of work shall be adhered to in addition to the terms and conditions as per DTCN.

This Letter of acceptance is being issued with following terms and conditions:

- All bid condition in the tender documents shall be applicable for the project.
- Bidder to countersign this Letter of Acceptance at the place indicated below to indicate the bidder's acknowledgement of the award and return it to the office of the RSCL before 16/10/2024.

T.C.N  
at Rourkela  
Don




59 -

- After submission of required Initial Security Deposit (ISD) of Rs. 88,590/- (Rupees Eighty Eight Thousand Five Hundred and Ninety only) and Additional Performance Security (APS) of Rs. 11,71,590/- (Rupees Eleven Lakhs Seventy One Thousand Five Hundred and Ninety only) in shape of instruments as per DTCN, Bidder shall enter into P1- Contract with Rourkela Smart City Limited.

Acknowledge and accepted by


Mr. \_\_\_\_\_  
(Name of Bidder/ Authorised person)

  
Chief Executive Officer  
Rourkela Smart City Limited  
Rourkela




Memo No. 1523 Dated: 9/10/2024

Copy to Architect/ General Manager (E&T)/ General Manager (Operation), RSCL/ Chief Financial Officer/ Company Secretary, Rourkela Smart City Limited for Information.

  
Chief Executive Officer  
Rourkela Smart City Limited  
Rourkela

Memo No. 1524 Dated: 9/10/2024

Copy to Team Leader, TCE, PgMc of RSCL for Information and necessary action.

  
Chief Executive Officer  
Rourkela Smart City Limited  
Rourkela





IN THE HIGH COURT OF ORISSA, CUTTACK

I.A. NO. 16600 / 2024

(Arising out of W.P.(C) No. 25933/2024)

IN THE MATTER OF:

An application under Chapter-VI, Rule-27(a) of the  
Orissa High Court Rules;

A N D

IN THE MATTER OF:

An application for vacation of the status quo order  
dtd.18.10.2024 passed by this Hon'ble Court;

A N D

IN THE MATTER OF:

M/s. Credence Interior Pvt. Ltd      ...Petitioner

- Vrs -

State of Odisha & others.      ... Opp. Parties.

To

The Hon'ble the Chief Justice of Orissa High Court And his Lordships other  
Companion Justices of the said Hon'ble Court.

*Receivd  
Petitioner  
7-12-24*

*A. K. Sahoo*  
Chief Executive Officer  
Rourkela Smartcity Ltd.

*Susama Sahoo*  
SUSAMA SAHOO  
NOTARY, ROURKELA  
REGD NO. ON-46/2008  
NOT. OF ORISSA

1  
*S. Sahoo*  
Adv



2



The humble petition of the

Opp. Party No.2, 3 and 4 named above;

**Most Respectfully Sheweth :-**

- 1) That in this writ petition, the petitioner prayed before this Hon'ble Court for quashing of cancellation of Letter of Award (LOA) dated 21.09.2024 for the project "interior works of Rourkela Smart City Ltd Office in 2nd & 3rd Floor of Integrated Command and Control Centre Building at Rourkela one on percentage rate basis" vide Annexure-5 of the Writ Petition.
- 2) That this Hon'ble Court without hearing from the present Opp. parties vide order dtd.18.10.2024 granted status quo order.
- 3) That since all the three bidders were technically qualified their financial bids were opened on 19.09.2024. All the three bidders i.e. petitioner and Opp. Party No.5 & 6 quoted the same price. The petitioner was selected as L1 bidder on the basis of the lottery and letter of Award (LOA) was issued on 21.09.2024 vide Annexure-2 to the petitioner.
- 4) That as per clause 29.2 DTCN, the bidder shall within 15 days of issue of Letter of Award (LOA) furnish the performance security and Additional performance Security (APS). If the L1 bidder does not turn up for the agreement within prescribed time limit of 15 days, then he will be suspended / prohibited / debar / black listed from participating in bidding in any contract.

*[Signature]*  
Chief Executive Officer  
Rourkela Smartcity Ltd.

*[Signature]*  
21.12.24  
SUSAMA SAHOO  
NOTARY, ROURKELA  
REGD NO. ON-46/2008  
STATE OF ODISHA

*[Signature]*



- 5) That since the petitioner did not turn up for signing the agreement along with requisites fees in spite of request over telephone, the petitioner did not turn up to sign the agreement.
- 6) That since the 15th day was completed on 05.10.2024, the Opp. Party No.2 cancelled the Letter of Award (LOA) on 07.10.2024 (on the 17th day) and intimated to the petitioner vide Annexure-5.
- 7) That, thereafter the Op. Party No.2 issued a letter of Award (LOA) to the L2 bidder M/s Harhar Mahadev Enterprises (Opp. Party No.5) on 09.10.2024 vide Annexure-A/2.
- 8) That due to status quo order, the Opp. Party No.2, 3 & 4 unable to proceed further and interior work of the Rourkela Smart City is stalled.
- 9) That unless the status quo order is vacated, the present Opp. Party No.2, 3 & 4 would suffer a lot and unable to do any interior work and the office of the Smart City will run in a unsystematic manner.
- 10) That ends of justice it is therefore prayed that this Hon'ble Court graciously be pleased to vacate the status quo order dated 18.10.2024 passed by this Hon'ble Court.

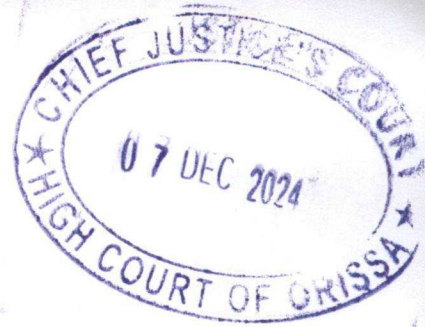
*[Signature]*  
Chief Executive Officer  
Rourkela Smartcity Ltd.

*[Signature]*

*[Signature]*  
6.12.24  
SUSAMA SAHOU  
NOTARY, ROURKELA  
REGD NO ON-46/2008  
GOVT. OF ORISSA



4



**PRAYER**

In the facts and circumstances narrated above and in the interest of justice, it is therefore prayed that this Hon'ble Court graciously be pleased to vacate the status quo order dated 18.10.2024 passed by this Hon'ble Court in W.P.(C) No. 25933/2024.

And for this act of kindness, the Opp. Party No.2, 3 and 4 shall as in duty bound ever pray.

**By the Opp. Party No.2, 3 and through**

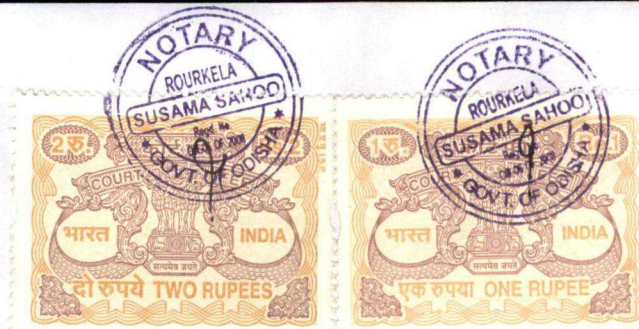
Cuttack

Date -

*Seokapat*  
Advocate 6/12/24

*Anu Kori*  
Chief Executive Officer  
Rourkela Smartcity Ltd.

*Anu Kori*  
6.12.24  
USAMA SAHOO  
NOTARY, ROURKELA  
REGD NO. 014-06/2008  
GOVT OF ODISHA



IN THE HIGH COURT OF ORISSA, CUTTACK

I.A. NO...../2024

(Arising out of W.P.(C) No. 25933 / 2024)

Ms. Credence Interior Pvt. Ltd.....      ...      Petitioner

- Vrs -

State of Odisha & others.      ...      ... Opp. Parties.

A F F I D A V I T

BEFORE SUSAMA SAHOO  
NOTARY, ROURKELA

1. I **Ashutosh Kulkarni** aged about 31 years, at present working as CEO, Rourkela Smart City Ltd, Rourkela, P.O/P.S-Uditnagar, Dist-Sundargarh, Odisha, I am the opp. party No.2 and have been duly authorized by opp. party No.3 & 4 to swear this affidavit on their behalf Occupation - Govt. service.
2. Father's Name : Chandrasekhar Kulkarni
3. Number of proceeding pending in the High Court or would be instituted (Caveat) : No
4. Statements of Facts: As per averments in the I.A.
5. The facts stated are true to the best of my official knowledge and belief of the deponent.

*Ashutosh Kulkarni*  
Chief Executive Officer  
Rourkela Smartcity Ltd.

*Susama Sahoo*  
6.12.24  
SUSAMA SAHOO  
NOTARY, ROURKELA  
REGD NO. 0N-06/2008  
GOVT. OF ODISHA





## DECLARATION

I **Sri Ashutosh Kulkarni**, aged about 31 years, S/o. Chandrasekhar Kulkarni at present working as CEO, Rourkela Smart City Ltd, Rourkela, P.O/P.S – Uditnagar, Dist-Sundargarh, Odisha Occupation - Govt. Service, being the deponent (Opp. Party No.2), who are looking after the case on behalf of Opp. party No.3 & 4, above named do hereby solemnly affirm that the facts stated in Paragraph-1 to 10 are true to my knowledge and are true to the best of my information which I obtained from the official sources.

I believe the information to be true for the following reasons. Basing upon official records and information.

Solemnly declare at the above said the 6<sup>th</sup> day of December, 2024.

Identified by

*S. C. Manojkumar*  
Advocate 6/12/24

*Ashutosh Kulkarni*  
deponent

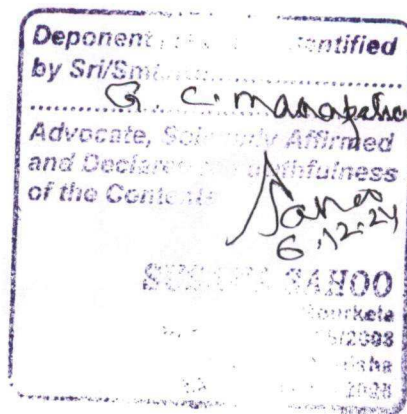
## Certificate

Certified that due to non-availability of cartridge papers, the above mater is typed on white thick papers.

Cuttack

Date - 6.12.24

*S. C. Manojkumar*  
Advocate



## OFFICE OF THE ADVOCATE GENERAL, ODISHA

SLNO:

552084

Date:

09-Dec-24

TIME:

12:59 PM

CASETYPE:

WPC

No:

25933

YEAR:

2024

PETITIONER / APPELLANT:

M/S CREDENCE INTERIOR PVT.  
LTD

RESPONDENT / OPP PARTY:

STATE

☐

PETITION &amp; MEMO

☒

MISC CASE

☐

EXTRA COPY

☐

COUNTER

☐

ADDL

SET:

☐

REJONDER

☐

CONSOLIDATED

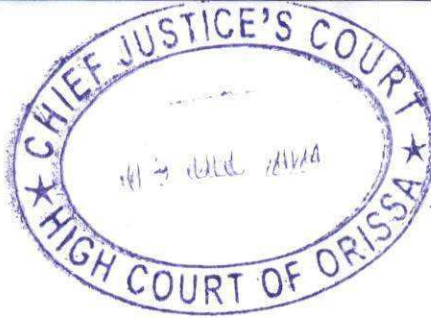
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ADDL. STANDING  
COUNSEL

CRR-2011 10043 of 10043







**IN THE HIGH COURT OF ORISSA: CUTTACK**

I.A No.....16674.....of 2024

W.P. ( C ) No. 25933 of 2024

In the matter of:

M/s Credence Interior Pvt. Ltd.

...Petitioner

-Versus-

State of Orissa & others

...Opp. Parties

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<u>Sl.No.</u>	<u>Description of documents</u>	<u>Pages</u>
1	Interim Application	1- <del>6</del> 5
2	Letter dated 09.10.2024 Annexure-9	<del>7-7</del> 6-8

1-5

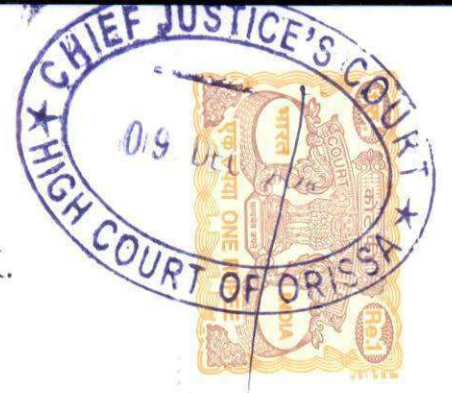
6-7.

Cuttack

By the petitioner through

Date:09 .12.2024

Advocate



IN THE HIGH COURT OF ORISSA, CUTTACK.

I.A. NO. 16674 OF 2024

(Arising out of W.P. ( C ) No. 25933 of 2024)

In the matter of:

An application for amendment under  
Chapter-VI Rule-27(A) of High Court of  
Orissa Rules read with Section 151  
C.P.C;

And

In the matter of:

M/s Credence Interior Pvt. Ltd.

...Petitioner

-Versus-

State of Orissa & others ...Opp. Parties

To

Hon'ble the Chief Justice and His Lordships Companion  
Justices of High Court of Orissa.

The humble petition of the  
Petitioner above named:

**MOST RESPECTFULLY SHEWETH:-**

1. That petitioner who was selected in the matter of contract regarding interior work of Opp. Party No.2 and letter of award was issued in its favour has been deprived to execute the agreement and commence the work. This is notwithstanding the fact that the petitioner had complied with all the required

Surendra Prasad Dhal  
Advocate  
NOTARY, CUTTACK

7/8/24

Prashant Mohan Nayak







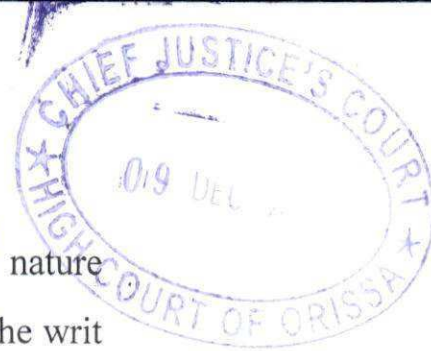
formalities and had in fact had prepared all the necessary bank drafts, related documents within 15 days of the issuance of letter of award and was present before the due date for execution of the agreement . The said action of the Opposite Parties more particularly the Opposite Party No.2, 3 and 4 is the subject matter of dispute in the present writ application.

2. That the petitioner has a good prima facie case and there is every chance of success in the writ petition
3. That in the counter affidavit the Opp. Parties have disclosed that the letter of acceptance has been issued in favour of M/s Harhar Mahadev Enterprises, the Opp. Party No.5 on 09.10.2024.
4. That since the Opp. Parties allegedly have issued letter of acceptance as has been affirmed in paragraph 12 of the counter affidavit illegally, hence in the interest of justice and equity the petitioner may be allowed the said LOA on record by way of amendment.
5. That the aforesaid developments are required to be brought on record for the just decision of the case and this document is relevant and have direct bearing with the case in hand.

Krushna Mohan Nayak

  
Surendra Prasad Dhal  
Advocate  
NOTARY, CUTTACK

-3-



6. That the amendment sought for are formal in nature and shall not change the nature and character of the writ petition.
7. That it is, therefore, expedient in the interest of justice to allow amendment of the writ petition as per schedule below, failing which the petitioner shall suffer irreparably.

### PRAYER

The petitioner, therefore, prays that this Hon'ble Court may graciously be pleased to allow the amendment as per schedule below, in the best interest of justice;

And pass such other order or orders as this Hon'ble Court deem fit and proper in the facts and circumstances of the case;

And for this act of your honour's kindness, the petitioner as in duty bound, shall ever pray.

Dtd. 08.12.2024

By the petitioner through


Cuttack

 Advocate.

### SCHEDULE OF AMENDMENT

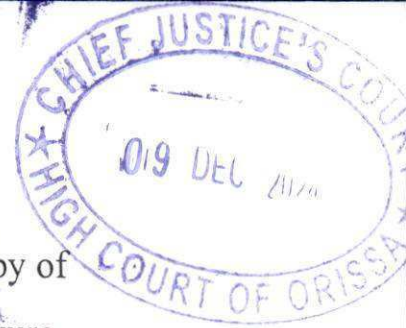
The following may be added as paragraph 13A of the writ petition after paragraph No.13.

- 13A. That in the counter affidavit the Opp. Party No.2 to 4 have disclosed that after cancellation of the petitioner's bid they have issued LOA in favour of

  
Surendra Prasad Dhal  
Advocate  
NOTARY, CUTTACK

Krushna Mohan Nayak





Opp. Party No.5 vide letter dated 09/10/2024, copy of which is marked and annexed herewith as Annexure-9 to this writ petition, the same is bad in law and liable to be quashed.

The following may be added as prayer (b-1) after paragraph (b)

(b-1) As to why the letter dated 09/10/2024 vide Annexure-9 issued in favour of the Opp. Party No.5 shall not be quashed."

Krushna Mohan Nayak

**AFFIDAVIT**

I, Shri Krushna Mohan Nayak, aged about 48 years, Managing Director of M/s Credence Interior Pvt. Ltd., at Sreeram Mansion, 195/196 B.Ed. College Road, Kharvel Nagar, Bhubaneswar-751001, Odisha, Occupation -Business, do hereby solemnly affirm and state as follows;

1. Father's Name: Khetra Mohan Nayak
2. Number of proceeding pending in the High Court or would be instituted (Caveat): No.

Statement of facts: As per averment in the I.A.

I have also been duly authorized by the petitioner company to swear this affidavit.

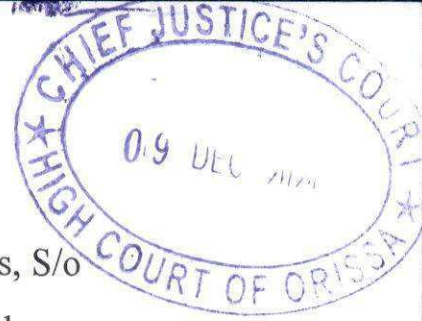
6. The facts stated are true to the best of my knowledge and belief of the deponent.

**DECLARATION**



Surenara Prasad Dhal  
Advocate  
NOTARY, CUTTACK

48/12



I, Shri Krushna Mohan Nayak, aged about 48 years, S/o Khetramohan Nayak, Managing Director of M/s Credence Interior Pvt. Ltd., at Sreeram Mansion, 195/196 B.Ed. College Road, Kharvel Nagar, Bhubaneswar-751001, Odisha, being the deponent above named, do hereby solemnly affirm that the facts stated in paragraph 1 to 7 are true to own my knowledge are true to the best of my information which I obtained from the documents.

I, believe the information to be true for the following reasons: basing upon official records and information.

Solemnly declare that the above said this the 8<sup>th</sup> day of December, 2024.

Identified By  
*Sudeep Kumar Sarangi*  
Advocate

*Krushna Mohan Nayak*  
Deponent

Solemnly affirm before me by Krushna Mohan Nayak, who is identified by Sri Sudeep Kumar Sarangi, Advocate whom I personally known.

This the 8<sup>th</sup> day of December, 2024.

OATH COMMISSIONER

ADVOCATE.

CERTIFICATE

Certified that due to non availability of cartridge papers this matter has been typed in thick white paper.

Cuttack:

Date: 08.12.2024

*[Signature]*  
Advocate

The above named Deponent  
Solemnly affirm on *8/12/2024*  
Being Identified by *Sudeep Kumar Sarangi*  
by *Sudeep Kumar Sarangi* Advocate  
NOTARY. CUTTACK



ROURKELA

# ROURKELA SMART CITY LTD.

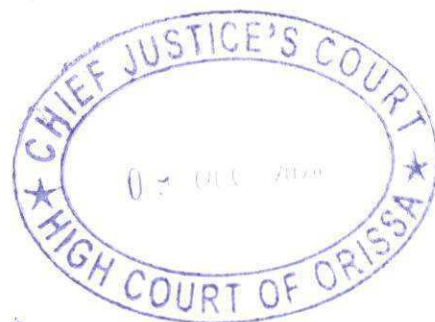
(A SPV OF GOVERNMENT OF ODISHA, RMC & RDA)

Letter No. RSCL / 14.22 / 2024

Date. 9/10/2024

To.

Mr. Subodh Kumar Yadav  
M/s HAR HAR MAHADEV ENTERPRISES  
MIG-II-27/2, Housing Board Colony,  
Chandrasekharapur,  
P.O./PS.Chandrasekharapur -751016  
Dist.Khorda, Odisha  
Email:- mahadeventerprises1003@gmail.com  
Mob: 9439916583



Sub: Letter of Acceptance (LoA) for the project "Interior Works of RSCL office in 2nd and 3rd Floor of ICC Building at Rourkela One on Percentage Rate Basis" vide Bid Id: RSCL/1300-2/2024 dated: 23/08/2024.

Sir,

We are pleased to inform that your aforesaid proposal including the financial bid of Rs. 44,29,482/- (Rupees Forty Four Lakhs Twenty Nine Thousand Four Hundred and Eighty Two only) excluding GST has been accepted by RSCL. The details of the accepted bid are provided below:

Project	Estimated Project Cost (Excluding GST)	Accepted Bid Price (Excluding GST)
Interior Works of RSCL office in 2nd and 3rd Floor of ICC Building at Rourkela One on Percentage Rate Basis	Rs. 52,10,542/- (Rupees Fifty Two Lakhs Ten Thousand Five Hundred and Forty Two only)	Rs. 44,29,482/- (Rupees Forty Four Lakhs Twenty Nine Thousand Four Hundred and Eighty Two only)

Notes: The above bid price is inclusive of all taxes except GST.

The detailed scope of work shall be adhered to in addition to the terms and conditions as per DTCN.


This Letter of acceptance is being issued with following terms and conditions:

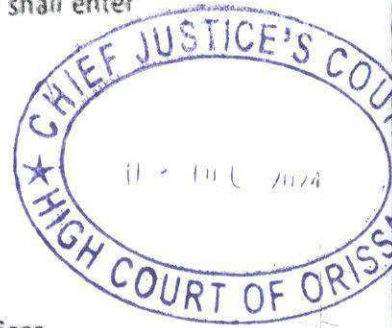
- All bid condition in the tender documents shall be applicable for the project.
- Bidder to countersign this Letter of Acceptance at the place indicated below to indicate the bidder's acknowledgement of the award and return it to the office of the RSCL before 14/10/2024.

- 7 -
- After submission of required Initial Security Deposit (ISD) of Rs. 88,590/- (Rupees Eighty Eight Thousand Five Hundred and Ninety only) and Additional Performance security (APS) of Rs. 11,71,590/- (Rupees Eleven Lakhs Seventy One Thousand Five Hundred and Ninety only) in shape of instruments as per DTCN, Bidder shall enter into P1- Contract with Rourkela Smart City Limited.

Acknowledge and accepted by


M/s. \_\_\_\_\_  
(Name of Bidder/ Authorised person)

  
Chief Executive Officer  
Rourkela Smart City Limited  
Rourkela




Memo No. 1583 Dated: 9/10/2024


Copy to Architect/ General Manager (E&T)/ General Manager (Operation), RSCL/ Chief Financial Officer/ Company Secretary, Rourkela Smart City Limited for Information.

  
Chief Executive Officer  
Rourkela Smart City Limited  
Rourkela

Memo No. 1584 Dated: 9/10/2024

Copy to Team Leader, TCE, PgMc of RSCL for Information and necessary action.

  
Chief Executive Officer  
Rourkela Smart City Limited  
Rourkela

*True Copy Attested*  
  
*Advocate*



**COMPUTERISED FILING COUNTER  
ORISSA HIGH COURT,CUTTACK  
ACKNOWLEDGEMENT SLIP**

**Seat No : 120**

**Branch No : WRIT BRANCH (DIVISION BENCH-3)(Paperless)**

Receipt No : 149634/2024

Date Of Receiving : 09/12/2024

Time : 01:24:32 PM

Filing No : D- WP(C)/44291/2024

Case No : WP(C)/25933/2024

Received From : Petitioner

Filed By: ADVOCATE FOR THE PETITIONER

Document(s) Filed :

6- REJOINDER BY PETITIONER --- Court Fee -Rs.3 (36417/2024)

7- RECEIPT (GOVT)

## OFFICE OF THE ADVOCATE GENERAL, ODISHA

SLNO: 552085 Date: 09-Dec-24 TIME: 1:05 PM

CASETYPE: WPC No: 25933 YEAR: 2024

PETITIONER / APPELLANT: M/S CREDENCE INTERIOR PVT. LTD

RESPONDENT / OPP PARTY: STATE

☐ PETITION & MEMO☐ MISC CASE☐ EXTRA COPY☐ COUNTER☐ ADDL

SET:

☒ REJONDER☐ CONSOLIDATED

MISC. COPY

ADDL. STANDING  
COUNSEL





**IN THE HIGH COURT OF ORISSA: CUTTACK**

W.P. ( C ) No. 25933 of 2024

In the matter of:

M/s Crédence Interior Pvt. Ltd.

...Petitioner

-Versus-

State of Orissa & others

...Opp. Parties

**INDEX**

<u>Sl.No.</u>	<u>Description of documents</u>	<u>Pages</u>
1	Rejoinder of the Petitioner to the counter.	1-5
2	Copies of the Power of attorney and the work Programme . <b>Annexure-8series</b>	6-8

Cuttack

By the petitioner through

Date:09 .12.2024

  
Advocate

IN THE HIGH COURT OF ORISSA: CUTTACK

W.P. ( C ) No. 25933 of 2024

In the matter of:

M/s Credence Interior Pvt. Ltd.

...Petitioner

-Versus-

State of Orissa & others

...Opp. Parties

**REJOINDER OF THE PETITIONER TO THE COUNTER**

**AFFIDAVIT FILED BY THE OPP. PARTIES.**

I, Shri Krushna Mohan Nayak, aged about 48 years, Managing Director of M/s Credence Interior Pvt. Ltd., at Sreeram Mansion, 195/196 B.Ed. College Road, Kharvel Nagar, Bhubaneswar-751001, Odisha, Occupation -Business, do hereby solemnly affirm and state as follows:-

1. That I am the Managing Director of M/s Credence Interior Pvt. Ltd. and am also acquainted with the facts of the case. I have been duly authorised and am looking after the case on behalf of the petitioner; as such, I am competent to swear this affidavit..
2. That I have gone through the counter affidavit filed by the Opp. Parties and understood the contents thereof.

My reply to the same as in the following paragraphs:-

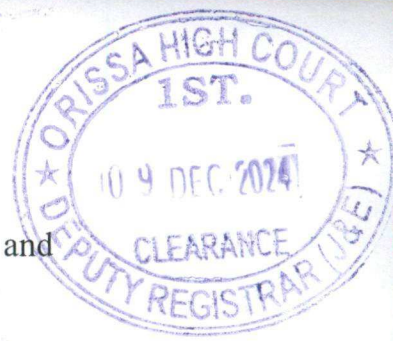
3. That the Opp. Parties have not stated the facts in their counter affidavit. They have sought for dismissal of the writ petition basically on the ground that the disputed

Surendra Prasad Dhal  
Advocate  
NOTARY, CUTTACK



Krushna Mohan Nayak  
*[Signature]*





facts are involved in the matter. Said allegations and averments are all false and denied by the petitioner.

5. That the Opp. Parties have not stated the facts as there they tried to project different picture of what actually happened on 05/10/2024 when the petitioner's representative was not allowed to execute the agreement and comply with the other formalities, though the petitioner was ready and willing to comply with the provisions of section 29(2) of the bid document under the heading **Notification of award signing of agreement etc** on or before expiry of 15 days from the date of notification of the award.
6. That the petitioner's stand is that even if the notification of the bid is 21.09.2024 (though received in the late hours and Sunday intervened) yet 15 days prescribed in Clause 29(2) was to expire on 06/10/2024. The intention always is/was to give 15 clear days. If (21/09/2024) is excluded out of prescribed 15 days then the last date of compliance is 06/10/2024.
7. In any case the petitioner had gone to Opp. Parties office on 05/10/2024 but was not allowed to submit fixed deposits and execute the agreement though he was equipped with all the information/document in this regard. Copy of the required fixed deposits have already been filed in the writ petition as Annexure-4 series which are dated 03/10/2024. It is further humbly submitted that the petitioner had duly authorised the representative by way of special power of attorney executed by the

Koushna Mohan Nayak  
[Signature]

9812

-3-

petitioner company to execute the agreement for and on its behalf and so also the work programme dated 03.10.2024. Copies of the power of attorney and the work programme are attached to the counter affidavit as **Annexure 8 Series.**

As per clause 29(2) requirements are furnish performance security and additional performance security, work programme and shall sign the agreement in the prescribed format. In compliance to the same the petitioner was ready and willing to as on 05/10/2024 but evasive reply has been filed by the Opp. Parties at paragraph 7 that the representative visited the office yet did not submit the required ISD and other documents and that he was not duly authorised to sign the agreement. The State's statement prima facie shows to be incorrect and not based on evidence.

Dayal

Indra


Krushna



8. That in reply to the averments made in unnumbered paragraph 3 under paragraph-2 to the effect that RSCL's in spite of repeated persuasion the agency did not show any interest to sign the agreement is absolutely false.

But as mentioned in Annexure 6, your office repeatedly instructed and insisted the petitioner to start the work first and to do the agreement later. The same stands un-rebutted.

9. That as stated above 05/10/2024 being the last date and further allegation that on 05/10/2024 representative of the petitioner visited without any documents is absolutely false and denied.

  
**Surendra Prasad Dhal**  
Advocate  
NOTARY, CUTTACK



4



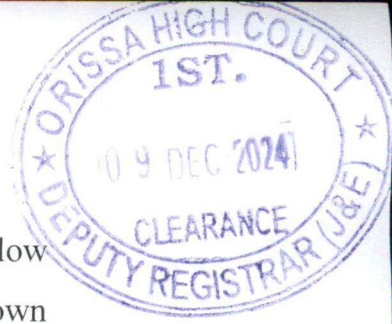
10. That in reply to the averments made in paragraph-6 of the counter affidavit, it is humbly submitted that the petitioner has indicated in paragraph 6 regarding letter of award on 23/09/2024 which was sent through E-mail.
11. That in reply to paragraph 7 of the counter affidavit it is humbly submitted that as has been explained above the allegation that the petitioner's representative did not carry authorisation to sign the agreement is absolutely false and denied.
12. That in reply to the averments made at paragraph 10 of the counter affidavit it is humbly submitted that debarring/suspending/black listing a contractor from bidding is a serious consequence, therefore, it cannot be passed without proper show cause and inquiry and that having not followed the order of debarment vide Annexure-5 is bad in law and liable to be interfered with.
13. That it is pertinent to mention here that on 07/10/2024 vide Annexure-5 the Opp. Parties have taken a stand that "due to non-submission ISD and APS to execute the agreement as required in LOA and Clause 29(2) by the DTCN". Letter under reference does not reflect that there was no proper authorisation on the part of the petitioner's representative to execute the agreement and that he had not submitted the work programme.
14. In the circumstances, conflicting stand has been taken by the Opp. Parties in the counter affidavit that Ramesh Meher, who visited the office on 05/10/2024 did not have due authorisation to sign the agreement which apparently

Krushna Moha Nayak  
[Signature]

Surendra Prasad Dhal  
Advocate  
NOTARY, CUTTACK

98.12

-5-



is not correct in view of Annexure-8 seriesa. In the follow up letter also vide Annexure-7 the only deficiency shown on the part of the petitioner is that representative only enquired about the process and documents required for signing the agreement without submitting any document. The same also contradicts as stated above in the counter affidavit. In view of whatever has been stated the alleged award of contract in favour of one Harhar Mahadev Enterprises is liable to be quashed and consequently the writ petition should be allowed.

15. That the averments which have not been expressly admitted shall be deemed to have been denied, and the Petitioner reserves his right to delete, incorporate and amend the Rejoinder affidavit as and when required or new fact or facts come to his knowledge.
16. That in the circumstances the writ petition deserves to be allowed.
17. That the facts stated above are true to the best of my knowledge.

Identified by:

*Sudeep Kumar Sarangi*

Advocate.

*Rushra Mohan Nayak*

DEPONENT.

### Certificate

Certified that due to non-availability of cartridge papers, this affidavit is typed out in thick white papers.

*[Signature]*  
Advocate.

The above named Deponent

Solemnly affirm on.....

..... Being Identified

by.....

*[Signature]*  
Surendra Prasad Dhal  
Advocate

NOTARY, CUTTACK





### POWER OF ATTORNEY

We, M/s **CREDENCE INTERIOR PVT. LTD.**, Plot- 195/196, Shreeram Mansion, Kharvel Nagar, B. Ed. College Rd, Bhubaneswar- 751001 hereby constitute, appoint and authorized to **Mr. Ramesh Meher**, S/o- Judhisthir Meher, At/Po- Kusan puri, PS- Barpali, Dist- Bargarh- 768029, who is presently employed with us and holding the position of Site Engineer to execute all the following acts and deeds on our behalf on his signature as our attorney for the Projects "Interior work of RSCL office in 2<sup>nd</sup> and 3<sup>rd</sup> Floor of ICCB Building at Rourkela One on Percentage Rate Basis".

- To Sign in the agreement paper and other documents related to the above projects.
- To carry out the above project from commencement to completion.
- To Sign in the measurement and submit the bills for and on behalf of our organization.
- To receive payment against our bills, to receive our EMD, ISD, SD & any other dues.

This Power of Attorney shall remain valid till 30<sup>th</sup> Sep, 2025 only under the office of the "Chief Executive Officer, Rourkela Smart City Limited, Rourkela" and for above project only.

*Ramesh Meher.*  
Signature of the Power of Attorney Holder

Authorized Signatory  
For Credence Interior Pvt. Ltd.

*Rajesh*  
Managing Director

M.D., Credence Interior Pvt. Ltd.

IDENTIFIED BY ME

*22-10-2024*  
ADVOCATE, BHUBANESWAR



*Ramesh Meher*

*22/10/2024*  
NILAMANI BEHERA  
NOTARY, BHUBANESWAR  
GOVT. OF ODISHA (INDIA)  
REGD. NO. ON-39/2003





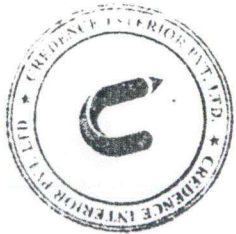
<b>WORK PROGRAMME</b>				
<b>Name Of The Work :- Interior work of RSCL office in 2nd and 3rd Floor of ICCB Building at Rourkela One on Percentage Rate Basis.</b>				
<b>Name of Agency :- CREDENCE INTERIOR PRIVATE LIMITED</b>				
SL.no.	Work Details	Duration		Remark
		Start	End	
1	Site Visit	Dt. 05.10.2024	Dt. 05.10.2024	
2	Working Drawing & Material Discussion	Dt. 06.10.2024	Dt. 07.10.2024	
3	PCC Work	Dt. 08.10.2024	Dt. 10.10.2024	
4	Tiles Work	Dt. 11.10.2024	Dt. 15.10.2024	
5	General Electrification Work	Dt. 16.10.2024	Dt. 22.10.2024	
6	Gypsum Ceiling Work	Dt. 22.10.2024	Dt. 25.10.2024	
7	Calcium Carbonate Ceiling Work	Dt. 26.10.2024	Dt. 26.10.2024	
8	Wall Panelling Work	Dt. 27.10.2024	Dt. 31.10.2024	
9	Glass Partation With UPVC Work	Dt. 01.11.2024	Dt. 04.11.2024	
10	WPC Door Frame Work	Dt. 03.11.2024	Dt. 05.11.2024	
11	Work station With Storage Unit	Dt. 04.11.2024	Dt. 07.11.2024	
12	Low & Full Height Storage Cabinate Unit	Dt. 06.11.2024	Dt. 09.11.2024	
13	Pantry Work	Dt. 09.11.2024	Dt. 11.11.2024	
14	Low & Full Height Storage Cabinate Unit	Dt. 10.11.2024	Dt. 12.11.2024	
15	Supplying & Installationg of Split AC	Dt. 11.11.2024	Dt. 12.11.2024	
16	Supplying & Installationg of PH Sanitary Fittings.	Dt. 12.11.2024	Dt. 12.11.2024	
17	Colour Work	Dt. 10.11.2024	Dt. 14.11.2024	
18	Supplying & Fixing of Lights & Fans.	Dt. 14.11.2024	Dt. 15.11.2024	
19	Supplying & Fixing of Roller Blinds	Dt. 14.11.2024	Dt. 15.11.2024	
20	Arcylic Sheet Sign Board Work	Dt. 13.11.2024	Dt. 16.11.2024	
21	Checking of light, Fans, AC & Electrification	Dt. 16.11.2024	Dt. 16.11.2024	
22	Site Cleaning	Dt. 17.11.2024	Dt. 17.11.2024	
23	Handover	Dt. 18.11.2024	Dt. 18.11.2024	

For Credence Interior Pvt. Ltd.

*[Signature]*  
Managing Director  
2/11/24



WORK PROGRAMME																																														
Name Of The Work :- Interior work of RSCL office in 2nd and 3rd Floor of ICCB Building at Rourkela One on Percentage Rate Basis.																																														
Name of Agency :- CREDENCE INTERIOR PRIVATE LIMITED																																														
SI	DESCRIPTION	45 DAYS																																												
		1st Month (October - 2024)																															2nd Month (November - 2024)													
		5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
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For Credence Interior Pvt. Ltd.

Managing Director

3/10/24

True Copy Attested  
A. R. P.  
Advocate

