

BID IDENTIFICATION NO.: **SE (R&B) GM-II-04/2026-27**



GOVERNMENT OF ODISHA

WORKS DEPARTMENT

TECHNICAL BID DOCUMENTS / DETAILED TENDER CALL NOTICE FOR THE WORK

“S/R such as comprehensive annual Electrical maintenance for wiring and electrical accessories to old and new Circuit House and high Court Guest house at Gopalpur”

Estimated cost put to tender: Rs.4,19,016/-

**OFFICE OF THE SUPERINTENDING ENGINEER
GANJAM (R&B) DIVISION NO.II
BERHAMPUR**

GOVERNMENT OF ODISHA
SUPERINTENDING ENGINEER, GANJAM [R&B] DIVISION NO.II, BERHAMPUR
INVITATIONS FOR BIDS (IFB)
(e-Procurement Notice)

Identification No. SC (R&B) GM-II-04/2026-27

No.5078

Dated.07.05.2026

1. The Superintending Engineer, Ganjam R&B Division No.II, Berhampur on behalf of Governor of Odisha invites Percentage Rate bid in **Single Cover System** for the Electrical works detailed in the table below from **Registered with the ELBO HT / MV License holder and Authorised Dealer / Distributor** for execution of Electrical works, on production of definite proof from the appropriate authority.

2. The bidders may submit bid for the following work

Sl. No.	Name of work	Value of Electrical work (Rs)	Earnest Money Deposit	Cost of Bid document in Rs. (online)	Class of Contractor	Period of completion
1	2	3	4	5	6	7
1.	Providing power supply to proposed 3P 33 KVA (30 KW) LT load for Tahasil office and newly constructed staff quarters of Tahasil office at Kodala	11,80,418.00	11,900/-	6,000/-	HT of registered with the ELBO	02 (Two) calendar month
2.	Shifting of HT LT line and sub-station near Sadananda Vihar and Raja Rani mall chowk for Construction of HL bridge over Sapua nallah at Ch.1/150 km	13,60,618.00	13,700/-	6,000/-	HT of registered with the ELBO Authorized HT License holder	02 (Two) calendar months
3.	S/R to E.I. such as supply and fixing of AC at District Child Protection Unit (DCPU) Chatrapur in the District of Ganjam	5,81,960.00	5,900/-	4,000/-	MV of registered with the ELBO	01 (One) calendar month
4.	S/R such as comprehensive annual Electrical maintenance for wiring and electrical accessories to the residence of Collector, Sub-Collector, ADM Revenue, ADM General, Tahasildar at Chatrapur	4,01,718.00	4,100/-	2,000/-	MV of registered with the ELBO	01 (One) calendar year
5.	S/R such as comprehensive annual Electrical maintenance for wiring and electrical accessories at Community Health Centre (CHC) at Municipentho, Khandadeuli, Khallikote, Sumandala	4,19,506.00	4,200/-	2,000/-	MV of registered with the ELBO	01 (One) calendar year
6.	S/R such as comprehensive annual Electrical maintenance for wiring and electrical accessories to old and new Circuit House and high Court Guest house at Gopalpur	4,19,016.00	4,200/-	2,000/-	MV of registered with the ELBO	01 (One) calendar year
7.	S/R such as comprehensive annual Electrical maintenance for wiring and electrical accessories at	4,19,506.00	4,200/-	2,000/-	MV of registered with the	01 (One) calendar

	Community Health Centre at Belagam, Bhatakumarada, Purushottampur and Kodala				ELBO	year
8.	S/R to E.I. such as supply and fixing of 4 nos of AC at Inverter at Tahasil office Chatrapur, Khallikote and Kodala in the District of Ganjam	4,19,756.00	4,200/-	2,000/-	MV of registered with the ELBO	01 (One) calendar month

3. Bid documents such as DTCN / BOQ etc. can be seen / downloaded from the Government website: <https://tendersorissa.gov.in> during the period from **10.00 A.M. of 15.05.2026 to 26.05.2026** for online bidding.
4. Bid shall be received on **“online” upto 4.00 P.M. of 26.05.2026.**
5. Cost of Bid document are to be remitted online through a process as mentioned in the DTCN.
6. Bid must be accompanied by earnest money deposit/ bid security (Online) of the amount specified in for the work in the table Column 4 above.
7. The bid will be opened at **11.30 Hours on Dtd.28.05.2026** in the office of the Superintending Engineer, Ganjam [R&B] Division No.II, Berhampur in the presence of the bidders who wish to attend. Bidders who participated in the bid can witness the opening of the bids after logging on to the site through their DSC. If the office happens to be closed on the last date of opening of the bids as specified, the bids will be opening on the next working day at the same time and venue.
8. Other details can be seen in the bidding document.
9. The bidders must process compatible digital signature certificate (DSC) of Class-II or Class-III.
10. The authority reserves the right to cancel/reject any or all bids without assigning any reason thereof.
11. The addendum/ corrigendum if any will be hoisted in the website only.
12. The detailed uploaded documents should be submitted to the undersigned within 03 days after opening of tender for verification.

Sd/-
Signature of Authorised Office.

Memo No.5079 // Dated.07.05.2026 //

Copy to the Deputy Secretary to Government, Department of Information & Technology, Odisha, Bhubaneswar for favour of kind information and necessary action.

Sd/-
Superintending Engineer
Ganjam (R&B) Division No.II

Memo No.5080 // Dated.07.05.2026 //

Copy submitted to the Principal Secretary to Government in Works Department, Odisha, Bhubaneswar for favour of kind information.

Sd/-
Superintending Engineer

Memo No.5081 // Dated.07.05.2026

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Copy submitted to the Engineer-in-Chief (Civil) Odisha, Bhubaneswar for favour of kind information.

Sd/-
Superintending Engineer
Ganjam (R&B) Division No.II

Memo No.5082 // Dated.07.05.2026

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Copy submitted to the Chief Engineer, Roads // Chief Engineer, Buildings, Odisha, Bhubaneswar for favour of kind information.

Sd/-
Superintending Engineer
Ganjam (R&B) Division No.II

Memo No.5083 // Dated.07.05.2026

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Copy submitted to the Chief Construction Engineer, Southern (R&B) Circle, Berhampur // Superintending Engineer, Electrical Circle, Bhubaneswar for favour of kind information and necessary action.

Sd/-
Superintending Engineer
Ganjam (R&B) Division No.II

Memo No.5084 // Dated.07.05.2026

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Copy to the Superintending Engineer, Ganjam R&B Division No. I, Berhampur // Superintending Engineer, Bhanjanagar [R&B] Division // Executive Engineer, N.H. Division, Berhampur // Executive Engineer, GPH [R&B] Division No.I, Bhubaneswar // R.W. Division No. I & II, Berhampur // Executive Officer, BeMC, Berhampur // Secretary, BeDA., Berhampur for information and wide publication.

Sd/-
Superintending Engineer
Ganjam (R&B) Division No.II

Memo No.5085 // Dated.07.05.2026 //

Copy forwarded to Sub-Divisional Officer, Chatrapur (R&B) Sub-Division // Rambha (R&B) Sub-Division // Bhanjabihar (R&B) Sub-Division // General Electrical (R&B) Sub-division, Berhampur // Divisional Accounts Officer Gr-I // Assistant Engineer / Assistant Executive Engineer, Estimator // Divisional Cashier // Head Clerk I/c // Junior Stenographer // Notice Board for information and wide publication.

Sd/-
Superintending Engineer
Ganjam (R&B) Division No.II

CHECKLIST TO BE ENSURED BY THE BIDDER

Sl. No	Particulars	Reference to DTCN Clause no.	Whether furnished		Reference to Page no.
			Yes	No	
01.	Cost of tender paper Rs.2,000.00 (Online)	04			
02.	E.M.D for @1% Rs.4,200/- (Online)	06			
03.	MV of registered with the ELBO Authorized MV License holder	06			
	<u>Qualification Criteria</u>				
04.	Copy of valid GSTIN certificate	06			
05.	Copy of PAN Card	06			
06.	No Relationship Certificate in Schedule – A	Schedule-A			
07.	Information regarding current litigation, debaring / expelling of the tender or abandonment of the work by the tenderer (Schedule-E)	Schedule-E			
08.	Affidavit (Schedule-F)	Schedule-F			
09.	List of projects executed that are similar in nature to the work (Schedule D-1)	Schedule- D1			
10.	Schedule-G	NA			
	e-mail address and Phone No,				

The bidders are hereby instructed not to upload unnecessary documents other wise the tender will be rejected.

CONTRACT DATA

A. GENERAL INFORMATIONS

SI No	Item	Details
1	Name of the Work	S/R such as comprehensive annual Electrical maintenance for wiring and electrical accessories to old and new Circuit House and high Court Guest house at Gopalpur
2.	Employer	Superintending Engineer, Ganjam (R&B) Division No.II, Berhampur.
3.	Employer's Representative	Assistant Executive Engineer. GE (R&B) Sub-Division, Berhampur
4	Chief Construction Engineer	Southern (R&B) Circle, Berhampur
5	<u>Estimated Cost</u>	Electrical = Rs.4,19,016.00

B. BID INFORMATION

7	Intended completion period/Time period assigned for Completion	01 (One) calendar year	
8	Last Date & time of submission of Bid	Time 16.00 Hours Date: 26.05.2026	
9	Cost of Bid Document		
	i	On line	Rs. 2,000/-
	ii	in favour of	Superintending Engineer, Ganjam (R&B) Division No.II, Berhampur.
	iii	payable at	Berhampur.
10	Bid Security		
	i	Amount as per Clause No.20	Rs.4,200/-
	ii	in favour of	Superintending Engineer, Ganjam (R&B) Division No.II, Berhampur.
	iii	payable at	Berhampur.
	iv	Type of instrument	As specified in the bid document.
11	The financial years of last five years		
12	Bid validity period	90 days	
13	Currency of Contract	Indian Rupee	
14	Language of Contract	English	

Instruction to Bidders
For
E-procurement

(Relevant clauses in the DTCN / Bid document shall be superseded)

**Procedure for Electronic receipt, accounting and reporting of
Cost of Tender Paper and Earnest Money Deposit
on submission of bids**

1. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt- of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "<https://tendersodisha.gov.in>".
2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper on submission of bids** through payment gateway of designated banks such as SBI/ICICI Bank/HDFC Bank for all Government Departments, State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below :
 - a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper on submission of bids**.
 - b) Various payment modes like Internet banking/ NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
 - c) Reporting and accounting of the e-receipts will be made from a single source.
 - d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.
3. Only those bidders who successfully remit their **Cost of Tender Paper on submission of bids would be eligible to** participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.

4. Banking arrangement:

- a) Designated Banks (SBI/ICICI Bank/HDFC Bank) payment gateway are being integrated with e-Procurement portal of Government of Odisha (<https://tendersodisha.gov.in>)
- b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper on submission of bids** will nominate a Focal Point
Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.

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

- a) **Log on to e-Procurement Portal:** The bidders have to log onto **the** Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
- b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.17.2013.

- c) **Electronic payment of tender paper cost** : Then the bidders have to select and submit the bank name as available in the payment options
- i. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.
- ii. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.
- Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.
- d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
- e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of '**Bid ID**' generated in the acknowledgement receipt for tracking their bid status.

6. Settlement of Cost of Tender Paper;

- a) **Cost of Tender Paper:** In respect of Government receipts on account of **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise-head-wise challans separately for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0175-Misc, General Services-800-Other

Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.

- b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.
- c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.
- d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.
- e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure.

7. Deleted :

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

8. Deleted :

9. Role of the Banks:

- a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.
- b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.
- c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.
- d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.

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

10. Role of State Procurement Cell:

- a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization.
- b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.
- c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.
- d) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments / State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.
- e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.
- f) e-procurement system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
- g) Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day
- h) e-procurement system will update the status accordingly for reconciliation report.

17. Role of National Informatics Centre :

- a) Customize e-Procurement software and web-pages of Government of Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment.
- b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.
- c) NIC will provide an interface to organisations to download the electronic receipt data.
- d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorised Banks for enabling automatic refund/settlement of funds.
- e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury portal.

12. Role of Cyber Treasury :

- a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G (O) as per the established process.
- b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.

13. Redressal of Public grievances:

- a) The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD, either suo moto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics Centre, Odisha unit, Cyber

Treasury and the bank will promptly take steps for rectification. The e-Focal Point Branch of the participating Banks, National Informatics Centre, Odisha and the State Procurement Cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-Receipt.

14. Applicability and modification of existing rules / orders:

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

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

Back-end Transaction Matrix of Electronic receipt and remittance of Cost of Tender Paper on submission of bids.

	Cost of Tender Paper on submission of bids	Earnest Money Deposit on submission of bids
Government Departments	<p>I. The payment towards the cost of tender paper, in case Government Departments shall be collected in separate pooling accounts opened in Focal point Branch called e-FPB of respective designated banks [as stated in Para 2] at Bhubaneswar on T+1_day</p> <p>II. With reference to the notice inviting Tender/ Bid Identification Number, the amount so realized is to be remitted to Government Account under the Head of Account 0175-Misc. General Services-800-Other Receipts-0097-Misc. Receipts - 02237-Cost of Tender paper through Odisha Treasury Portal after opening of bid.</p>	Deleted.

	Cost of Tender Paper on submission of bids	Earnest Money Deposit on submission of bids
State PSUs Statutory Corporations, Autonomous Bodies and Local Bodies.	<p>I. In case of State PSUs, Statutory corporations, Autonomous Bodies and Local Bodies etc. the amount towards Cost of Tender Paper, on submission of bids shall be collected in separate pooling accounts opened in Focal Point Branch called e-FPB of respective designated Banks at Bhubaneswar on T+1 days.</p> <p>II. The Paper cost will be transferred to the respective current accounts of concerned State PSUs, Statutory Corporation, Autonomous Bodies and Local Bodies etc. after opening of bid.</p>	Deleted.

General Conditions of Contract

A.GENERAL

1. NOTICE INVITING BID AND OBTAINING BID DOCUMENTS:

- 1.1. **The Superintending Engineer**, Ganjam [R&B] Division No.II, Berhampur is competent to invite tender. He will also nominate his representative who will deal with all matters relating to the bids in the invitation of bids.
- 1.2. The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices quoted in the Bill of Quantities, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the work and the remedying of any defects therein.
- 1.3. The successful bidder shall complete the works by the intended completion date specified in the Contract data.
- 1.4. **Throughout** these bidding documents, the terms "bid and tender" EMD and Bid Security and their derivatives (bidder / tenderer, bidding / tendering, etc.) are synonymous.
- 1.5. Intending tenderer is required to produce documents viz. copy of Registration, Valid GST Registration Certificate etc, alongwith all required documents at the time of submission of tender documents. Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his / her bid shall be declared as non-responsive and thus liable for rejection. The Bidder is required to attend the officer inviting the bid for verification of original documents within three days of opening the bid.
- 1.6 **PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:** The contractor/Bidder intending to participate in the bid is required to register in the portal with some information about the firm/Contractor. This is a onetime activity for registering in portal. During registration, the contractor has to attach a Digital Signature certificate (DSC) to his/ her unique user ID.

2. ELIGIBLE CRITERIA FOR BIDDERS:

1. The tenderer should have valid Electrical **MV of registered with the ELBO** valid Licence at the time of tender & during execution of works. The MOU should be furnished in Court Affidavit. The Court Affidavit should have specific mention of name, address of two parties, licence number, date of validity and issuing Authority, name of work for which Agreement is signed for.
2. The tenderer should have valid, GSTIN Registration Certificate, PAN card, wherever applicable as per rules necessary affidavit should be furnished.
3. The tenderer should furnish proof of it with the tender documents.
4. The tenderer who have such type of work in hand awarded by Govt. of Odisha, Other State Govt. U.T, PSUs and Central Govt. should have completed within stipulated time and handed over in all respect duly inspected by the competent Electrical inspector/ competent authority with full satisfaction to the department can only be participated in the tender.

5. Tenderer should visit the site to assess the quantity of work to be executed consulting the Superintending Engineer, Ganjam R&B Division No.II, Berhampur.
6. No exemption will be allowed for the cost of tender documents. The bids shall be received online in on or before 4.00P.M of **26.05.2026** which shall be opened on **28.05.2026** at 11.30 A.M. The tenderer must process compatible digital certificate of class-II or Class-III valid firm Registration Certificate /Authorized Dealership
7. The material shall confirm to ISI standard latest and of reputed make(to be approved by Engineer in charge) and erected as per RE specification/standards Deviation in standards shall be approved by engineer in charge in writing and in drawing. Deviation in quantity shall be approved by Superintending Engineer before work.

The tenders must be accompanied with copies of **MV of registered with the ELBO**

certificate. The tender also be accompanied with copies of Valid PAN card TIN/GSTIN certificate along with the proof in support of experience and all other required schedules / documents as per illegible / qualifying criteria.

QUALIFICATION CRITERIA:

3.1. The bid shall accompany the following information and documents.

- a. Copy of valid Electrical **MV of registered with the ELBO** License, P A N, GSTIN Registration certificate.
- b. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business.
- c. Details of work under progress.
- d. Details of work for which has been successfully completed during the period starting from financial year 2020-21, 2021-22, 2022-23, 2023-24, 2024-25 and current financial year.
- e. The bidder should furnish the Experience certificate issued by competent authority not below the rank of Executive Engineer/Superintending Engineer of the organization of appropriate amount as mentioned in the detailed tender call notice.
- f. The tenderers are required to submit Schedule-A, , Schedule-E and Schedule-F, Schedule – C alongwith the tender documents, non submission of any of the schedules the tender will be rejected.
- g. a (i) The bidder should have following experience in similar nature of work as per Clause15 of bid information of contract data such as tenderer should have executed at least one similar type of work such as electrical wiring / supply, installation, testing, commissioning of LT Panel of a single or multi storied Government Building during last 05 financial year i.e. 2020-21, 2021-22, 2022-23, 2023-24, 2024-25 and current financial year. The work should have been successfully completed and handed over in all respect to duly inspected by the competent authority with full satisfaction to the Department, completion certificates are to be furnished from the Engineer-in-Chief not below the rank of an Executive Engineer (Division head and above). The completion certificate should clearly indicate name and details of work with value, date of commencement and date of completion. Further experience claiming works done exclusively in favour of DG Set, ELV system, AC Machine and street light shall not be considered. Detail BOQ alongwith the agreement copy, work order (mandatory) of the

work against which the completion certificate has been furnished, is to be submitted. If not submitted, then the bid of the particular bidder will be treated as disqualified.

a (ii) Any similar nature of work has been started before financial year shall be treated as potential technical credential subject to following conditions:

The work should have been successfully completed and handed over in all respect duly inspected by the competent authority with full satisfaction to the Department during last 05 financial year i.e. 2020-21, 2021-22, 2022-23, 2023-24, 2024-25. Completion certificates are to be furnished from the Engineer-in-Charge not below the rank of an Executive Engineer in order to verify whether the value of work done from financial year 2020-21 is equal to or more than the financial year credential mentioned below: the bidder shall furnish year wise price break-up as per Schedule-G of the work from the date of commencement to the actual date of completion (duly signed by competent authority not below the rank of an Executive Engineer). **If the bidder fails to fulfil the above mentioned conditions, the particular technical credential shall not be considered in the technical evaluation.**

3.2 The Bidders are subject to be disqualified if they have:

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- c. Indulged in unlawful & corrupt means in obtaining bids.
- d. Being black listed/their registrations by the competent authority.

4. . ONE BID PER BIDDER:

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

5. COST OF BIDDING:

5.1 The bidder shall bear all costs associated with the preparation and submission of his bid, and the

Engineer-in-Charge will in no case be responsible and liable for those costs.

5.2 All the rates and prices in the bid shall cover all taxes, viz. Central or State Sales Tax, Octroi, Value

Added Tax or any other local taxes, ferry, tollage charges and royalties and any other larges..

5.3 The rate of royalties and taxes prevailing on the date of measurement shall be considered while making deductions in the bills.

5.4 The successful bidder shall make his own arrangement for all materials unless otherwise specified in the conditions of contract.

6. SITE VISIT:

- 6.1. Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of work.
- 6.2. The bidder, in preparing the bid, shall rely on site Investigation Reports referred to in the Contract Data, supplemented by any information available to the bidder.
- 6.3. The Officer inviting the bid / Engineer-in-Charge will clarify queries on the Contract Data on requisition by the intending Bidder.

B. BIDDING DOCUMENTS

7. GENERAL INSTRUCTIONS:

- 7.1 The description of the work is as mentioned under Invitation for Bid.
- 7.2 Any other documents pertaining to the works available with the officer inviting the Bid will be open for inspection by the bidders. The bidder is required to down-load all the documents for preparation of his bid.
- 7.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, and technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk.

8. CLARIFICATION OF BIDDING DOCUMENTS:

- 8.1. Bid documents consisting of specifications, the schedule of quantities of the various items of work to be done and the set of terms & conditions of contract to be complied with by the contractor who intends to bid and other necessary Documents can be seen in the office of the officer inviting the Bid during office hours every day except on Sundays & Public Holidays till last date of sale of tender paper. In case of any query or discrepancies in technical specification the same should be brought to the notice at least before seven clear working days of closing of tender.

9. AMENDMENT OF BIDDING DOCUMENTS:

- 9.1. Before the deadline for submission of bids, the officer inviting the Bid may modify the bidding documents by issuing addenda.
- 9.2. Any **addendum thus** issued shall be part of the bidding documents and shall be notified in the website <https://tendersorissa.gov.in> notice board and through paper publication.
- 9.3. To give **prospective** bidders reasonable time in which to take an addendum into account in preparing their bids, the Superintending Engineer, R&B Division, Ganjam-II, Berhampur may, at his discretion, extend as necessary the dead line for submission of bids.

C. PREPARATION OF BIDS

10. LANGUAGE OF THE BID:

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

17. DOCUMENTS COMPRISING THE BID:

17.1. Following documents will be deemed to be part of the bid. (i)

Tender Call Notice / Invitation for Bid (ii)

Instructions to bidders (IFB)

(iii) Conditions of Contract

(iv) Contract Data (v)

Specifications (vi) Drawing

A. **Cost of “Bid document” & “Bid Security”** shall comprise

(i) Cost of Bid Document

(ii) EMD/Bid Security in prescribed shape.

B. **“Technical & Financial Bid”** shall comprise.

(i) Declaration as per Bid document.

(ii) Qualification Information and supporting documents, (iii)

Certificates, undertakings, affidavits,

(iv) Priced Bill of Quantities

12. All duties, taxes, including GST and other levies payable by the contractor under the contract, or for any other **cause shall** be included in the rates, prices submitted by the bidder. GST or any other tax on material in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same.

12.1. In the case of any bid where unit rate of any item/items appear unrealistic, such bid will be **considered** as unbalanced and in case the bidder is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.

12.2.. The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a **Provisional** Sum) and all matters and things necessary for the proper execution and completion of the work and the remedying of any defects therein.

13. CURRENCIES OF BID AND PAYMENT:

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

14. VALIDITY:

- 14.1. Bids shall remain valid for a period not less than the period mentioned in the Contract Data, after the deadline date for submission of bid as specified in the notice inviting the Bids. A Bid valid for a shorter period shall be rejected by the Engineer-in-charge as non-responsive.
- 14.2. In exceptional circumstances, prior to expiry of the original time limit, the Officer inviting the Bid may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable or by e-mail. A bidder may refuse the request without any risk of forfeiture of his bid security.
- 14.3. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for the period of the extension.

15. EMD:

- 15.1 The Bidder shall furnish, as part of his Bid, an amount mentioned under Contract Data.. Non-submission of EMD within the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration. The bid security shall be in the favour of officer as named in Contract Data and may be in one of the following forms:
- 15.2 The Bid shall be declared non-responsive and shall be rejected if submitted without EMD
- 15.3 Combined bid security for more than one work is not acceptable.
- 15.4 The bid Security of unsuccessful bidders will be returned within 15 days of the end of the validity period specified in Sub-Clause 14.1.
- 15.5 The E M D of the successful bidder will be the part of 2% initial security deposit at the time of signing the agreement.
- 15.6 The Bid Security may be forfeited
 - a. If the bidder withdraws the bid after opening of the bid but within the period of validity.
 - b. If the Bidder seeks any revision of rates or backs out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bids.
 - c. If the Bidder fails to submit the original documents with in the stipulated date pursuant to clause 3. d. In the case of a successful bidder, if the bidder fails within the specified time limit to
 - (i) Sign the Agreement; or
 - (ii) Furnish the required Performance Security including additional performance security if any.

16. FORMAT AND SIGNING OF BID:

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

- 16.2.** The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form, price bid etc and store in the system.
- 16.3.** The bidder shall log on to the portal with his DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been up-loaded in appropriate place, he clicks the submit button to submit the bid to the portal.
- 16.3.1. The bids once submitted can not be retrieved or corrected. Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore, only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.
- 16.3.2. In the e-procurement process, each process is time stamped. The system can identify each individual who has entered into the portal for any bid and the time of entering into the portal.
- 16.3.3.** The Bidder should ensure clarity of the document up-loaded by him to the portal, especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bids if so desires, can ask for legible copies or original copies for verification within a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents within the stipulated date, his bid security shall be forfeited.

D. SUBMISSION OF BIDS

17. SECURITY OF BID SUBMISSION:

- 17.1.** All bid data uploaded by the Bidder to the portal will be encrypted by the DSC of the opener(s). The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.
- 17.2.** The Bid shall be received in encrypted format by the system which can only be decrypted / opened by the authorized openers only on or after the due date and time.

18. DEADLINE FOR SUBMISSION OF THE BIDS:

- 18.1.** The online bidding will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the bid. The date & time of bid submission shall remain unaltered even if the specified date for the submission of bids declared a holiday for the Officer inviting the Bid.
- 18.2.** The officer inviting the bid may extend the deadline for submission of bids by issuing an amendment in accordance with Sub-Clause 9.3, in which case all rights and obligations of the officer inviting the bid & Engineer-in-Charge and the bidders previously subject to the original deadline will then be subject to the new deadline.

19. LATE BIDS:

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

20. MODIFICATION AND WITHDRAWAL OF BIDS:

- 20.1.** In the e-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure. If the bidder fails to submit his modified bids with in the designated time of receipt, the bid already in the system shall be taken for evaluation.
- 20.2.** In the E-Procurement Portal, with-drawl of bid is allowed. But in such case he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the bid and up load the scanned document to portal in the respective bid before the closure of receipt of the bid. The System shall not allow any with drawl after expiry of the closure time of the bid.
- 20.3** The protected bill of quantities (BOQ) uploaded by the procurement officer/publisher for the bid is the authentic BOQ. Any alteration or deletion or manipulation in BOQ shall lead to cancellation of bid.

E. OPENING AND EVALUATION

- 21. OPENING OF THE BID:** 21.1. Bid opening dates are specified during tender creation or can be extended vide corrigendum.

These dates are available in TCN/ IFB, tender document as well as the home page of portal. Bid opening can be done by the authorized users which are defined during the tender publication / approval stage. The bids are encrypted using their public keys and can be decrypted only on or after the Bid Opening due date. The bid openers private key will be required to open the bids and all the openers have to log on to the portal during that time.

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

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

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

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

21.4. During bid opening, the covers containing original demand draft towards Cost of bid in the form specified in the Invitation for Bid, received after last date of receipt of bid and before opening of the bids shall be opened and declared. The original copy of the Bid Security in the form, amount and period of validity in conformity with clause 15 shall be checked and announced. The list of bidders who have submitted the original copy of the cost of Bid and Bid Security shall be prepared and announced.

- 21.4.1. Combined bid security for more than one work is not acceptable. If the bid security furnished does not conform to the amount and validity period as specified in clause 15 and has not been furnished in the form specified in Clause 15, the bid will be declared non-responsive and rejected.

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

21.5.1. The Opening Officers will systematically check the scanned demand draft towards cost of the bid document and the scanned document of Bid security with that of the original submitted. If found in order, they will continue opening of all other documents in the system provided under Technical Bid.

21.5.2. Subject to confirmation of the bid security by the issuing institutions, the bids accompanied with appropriate bid cost and valid bid security will be taken up for evaluation with respect to the qualification Information and other information furnished in Part - I pursuant to Clause 3.

- 21.5.3. After receipt of confirmation of the bid security, the bidder will be asked in writing (usually within 10 days of opening of the Technical Bid) to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects. But on account of such

modification, there should not be any change in "Financial Bid".

1.5.4. The bidders will respond in not more than 7 days of issue of the clarification letter, which will also indicate the date, time and venue of opening of the Financial Bid.

21.5.5. Immediately (usually within 3 or 4 days), on receipt of these clarifications, the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the Technical evaluation page in the system. The Officer Inviting the Bid if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.

21.6. The Technical evaluation of all the bids will be taken up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per clause no 30 shall be taken against the bidder/contractor.

21.7. After technical evaluation of the bidders and selection of the qualified bidders, the financial bids of the technically qualified bidders shall be opened on the due date of opening. Members of the bid opening committee log on to the system in sequence and open the financial bids for the technically qualified bidders. The opening of financial bid by the opening officer using their DSC shall decrypt the financial bids.

21.7.1. Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information asked for in the bid pursuant to Clause-3.

21.7.2. The Officer inviting Bid shall ensure that all the Bidders are individually intimated about the date, time & venue of opening of the financial bid along with the responsiveness of the Technical Bid.

21.7.3. The Financial Bid will be opened on the notified date & time in the presence of bidders or

Their authorized representative who wish to be present.

21.7.4. At the time of opening of "Financial Bid", the names of the bidders whose bids were found responsive in accordance with Sub-Clause 24.1 will be announced. The bids of only those bidders will be opened. The remaining bids will be rejected.

21.7.5. The responsive bidders' names, the bid prices, the item wise rates the total amount of each item, any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the opening.

21.7.6. Special conditions and/or rebate/discount offer if any uploaded to the system shall be declared and recorded first.

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

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

22. PROCESS TO BE CONFIDENTIAL:

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

23. CLARIFICATION OF BIDS:

23.1 To assist in the examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask any bidder for clarification of his rates including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable or by e-mail, but no change in the bid price or substance of the bid shall be sought, offered.

23.2 Subject to sub-clause 23.1, no bidder shall contact the officer inviting the bid on any matter relating to his bid from the time of the opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the officer inviting the bid, it should do so in writing.

24. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

24.1. During the detailed evaluation of "Technical Bids", the officer inviting the bid will determine whether each bid:-

- a. Whether the Bid security is confirmed by issuing Institution/bank
- b. Has submitted legible documents for evaluation
- c. Meets the eligibility criteria defined in *Clause 3* and;
- d. Is substantially responsive to the requirements of the bidding documents.

24.2. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further **determined** with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.

24.3. A **substantially** responsive "Financial Bids" is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one

- (a) Which affects in any substantial way the scope, quality, or performance of the works?
- (b) Which limits in any substantial way, inconsistent with the bidding documents, the right of the officer inviting the bid or the bidder's obligations under the contract or
- (c) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

24.4. If a "Financial Bid" is not substantially responsive, it will be rejected by the officer inviting the bid, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

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

25. EVALUATION OF BIDS: DELETED

F. AWARD OF CONTRACT

25. AWARD CRITERIA:

25.1. 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.

25.2. 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.

25.3. Competent Authority i.e Superintending Engineer, Ganjam (R&B) Division No.II, Berhampur reserves 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.
DELETED.

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

27.1 In case the 1st lowest Bidder or even the next lowest Bidder withdraw in series one by one, thereby facilitating a particular Bidder for award, then they shall be penalized with adequate disincentives with forfeiture of EMD/Bid Security unless adequate justification for such back out is furnished. Appropriate action for blacklisting the bidder shall also be taken apart from dis-incentivizing the bidder.

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

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

28.1 The competent authority 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 & the work programme & shall sign the agreement in prescribed format, failing which the Superintending Engineer, Ganjam(R&B) Division No.II, Berhampur shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Bid Security absolutely. The agreement will incorporate all agreements between the officer inviting the bid and the successful bidder.

29.2.1. Following documents shall form part of the agreement.

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

29.3. The letter to proceed with the work shall be issued by the , Ganjam R&B Division No.II, , Berhampur 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. Upon signing of the agreement by the successful bidder, the Superintending Engineer, Ganjam (R&B) Division No.II, Berhampur will promptly notify the other bidders that their bids have been unsuccessful.

30. CORRUPT OR FRAUDULENT PRACTICES:

30.1. The Superintending Engineer, Ganjam (R&B) Division No.II, Berhampur .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 next higher authority.

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.

GENERAL TERMS AND CONDITIONS

The terms and conditions mentioned here are applicable for the work **“S/R such as comprehensive annual Electrical maintenance for wiring and electrical accessories to old and new Circuit House and high Court Guest house at Gopalpur”** amounting to **Rs.4,19,016.00 (Rupees four lakh nineteen thousand sixteen) only.**

1. Sealed %(Percentage) rate bid in on line is invited from the bidder, having valid Electrical **HT Licensed Contractor**
 2. Department shall not supply any materials for the said work. It is a Turnkey job for which the manufacturer has to supply all required materials as per the design and offer.
 3. The sell and receipt of bid documents is as per the tender call notice date and time fixed for the tender.
 4. The DTCN can be down loaded from the web-site <http://tendersodisha.gov.in>) Government of Odisha website in case of which the document cost amounting to **Rs.2,000/-** should be submitted on line. The Department shall not be responsible, if any portion of the bid document, during or after being down loaded from web-site, is found to have been tampered or exceeded or modified with respect to the approved bid document, as available in the Division Office.
 5. This DTCN forms part of the agreement and each page of the DTCN is to be signed by the tenderer as a taken of acceptance of the terms and condition of the DTCN as enclosed with the tender schedule.
 6. The tender papers submitted by the tenderers shall accompany with the requisite Earnest Money Deposit , GSTIN,PAN, as prescribed in the tender call notice.
 7. The Last date of selling of tender paper and the last date of receipt of tender paper is as per the press Notice inviting tender & its subsequent Corrigendum if any the tender papers will be opened **on 28.05.2026** at 11.30 A.M date of receipt of tender paper up to 4.00 PM of **26.05.2026** through ‘e’-portal.
- 7.1 As per Works Dept. O.M. No. 16 dt.1.1.2015.**
- Notes- (iii) of Para-3.5.18 – The single tender received in the first call shall be cancelled without opening of **the bid. The acceptance of a single tender received, even after re-tendering should have prior approval of the next higher authority.**
- Rule – 29 of Appendix-IX – When in response to a notice calling for tenders, only a single tender is received in the first time, the tender shall be cancelled without opening of the bid and fresh tender be invited publicity. If single tender is received, even after re-tendering then the approval of the next higher authority should be obtained, if the tender is otherwise in order and acceptable.**
8. All tenders received will remain ordinarily valid for a period as mentioned in contract data from the date of opening of tenders and the validity of tenders can also be extended if agreed to by the tenderer and the Superintending Engineer, Ganjam R&B Division No.II, Berhampur.
 9. Incomplete tenders: Tenders received in incomplete shape are liable for rejection.
 - 10.No claim for cancellation of tenders: No claim shall be entertained towards any expenses made by any party for submission of the tender in case of cancellation, rejection or withdrawal of the tender.
 - 17.Progress report: The contractor/ Manufacturer shall submit fortnightly progress reports in a format as may be prescribed by the engineer-in-charge.

12. Site Order Book: A site order book shall be issued to the contractor by the Engineer-in-charge or his representative. The contractor shall keep this Book always at site and any special order or construction to be issued to the contractor shall be recorded in this Book by the Engineer-in-charge or his representative. The Contractor shall sign all orders and instructions as token of his knowledge about the same. The site Order Book shall be the property of the works dept. will remain during the period of the progress of the work with the Contractor. The safe custody of the site order book during this period shall be the responsibility of the Contractor. After completion of the work the Book shall be returned back by the Contractor to the Engineer-in-charge which will be enclosed in the final bill.
13. Custody of the materials: The contractor shall be responsible for safe custody of the materials at site and the dept. will not be responsible for any loss or damage of the property at site.
14. Guarantee/ Performance: The Contractor shall furnish a guarantee to the effect that all items of the work installed and supplied by him shall be free from any defect both in terms of materials and workmanship for a period of not less than 12 months from the date of the final completion of the work and commissioning. During this period the Contractor shall replace the defective materials, if any or rectify the defects, if any at his own cost as would be pointed out by the Engineer-in-charge to the satisfaction of the later.
15. Unilateral stoppage of work: Unilateral stoppage of work by the Contractor without prior written permission of the Engineer-in-charge shall be considered as breach of contract and the dept. reserves the right to take such actions as it may deem fit.
16. Resident Engineer- The Contractor/ Manufacturer shall engage for this work competent qualified and authorized resident Engineers and Assistants to the satisfaction of the Engineer-in-charge. The Resident Engineer shall represent the contractor in their absence in receiving directions from Engineer in charge of the work or any authority of the dept. which will be binding on the Contractor.
- (i) The Bidder should have experience in installation of Audio/Sound video/projection System i.e. Bidder should have done at least two works in prestigious Govt. Institution one work should be in Auditorium in the last 5 years.
- (ii) The bidder should upload authorization certificate for the said work issued by authorized signatory of the OEM.
- (iii) The bidders should have office and at least one Service Engineer, one technicians at Berhampur / Bhubaneswar to provide prompts service after sales service as and when required. Department reserve the right to inspect bidder's branch office for accessing the reliability of after sales service rendered by the branch office.
17. Damages to persons and property:-The contractor/ Manufacturer shall take every precaution not to damage or injure adjoining or other property of any persons. He shall indemnify and keep indemnified the employee/Officers of dept. against all claims for injuries or damages to any person or any such property (including surface or land or crops in site) which may arise out of or in consequence of any negligence or default on the representatives and against all claims. Demands. Proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. The does not take any responsibility on this account.
18. Action and compensation payable in case of bad work: - If it shall appear to the Engineer-in-charge of the work that any work has been executed with unsound imperfect or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract or usual practice. The contractor shall on demand in writing from the Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed certified and paid for forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or the case may be, remove the materials or articles so

specified and provided other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer in charge and or his subordinate Engineer in charge in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days while his failure to do so shall continue and in case of any such failure the Engineer in charge and his subordinate engineer may rectify or remove and re- execute the work or remove the replace with others the materials or articles complained of as the case may be at the risk and expense in all respect of the contractor.

19. Engagement or Laborers and age limits etc. The Contractor/ Manufacturer shall not employ for the purpose of this contract any person who is below the age of eighteen years and shall pay to each laborer for the work done by such labour, wages not less than the wages as prescribed by Government of Odisha . The Engineer in charge shall have the right to enquire into and decide and complaint alleging that the wages paid by the Contractor to any labour for the work done by such labourer is less than the wages prescribed by the Government of Orissa. The Engineer in charge and or his subordinate Engineers immediate charge of the work shall have the right to decide whether any labour employed by the Contractor is below the age of eighteen years and to refuse to allow any laborer whom he decides to be below the age of eighteen year. To be employed by the contractor the contractor shall have to grant a weekly paid holiday to his laborers. Staff the contractor shall have to comply with all Labour laws and other rules in force while carrying out the work.
20. Indemnify the Dept. under workman's Act & Rules: - The Department shall not be held liable to pay any compensation to any workman under workman's compensation Act, 1923. The Contractor/ Manufacturer shall have to pay the entire compensation if decided in any Court of law for any injury/loss to any workman caused during the execution of contractor work if by order of any Court Department pays any compensation to honour the award. Then the amount shall be recovered from the bill and security of the Contractor.
21. No escalation: - The amount quoted price shall remain firm and fixed until completion of the project.
22. The detailed plan specification and scope of work if required can be ascertained from the Office of the Superintending Engineer, Ganjam R&B Division No.II, Berhampur & Concerned Sub-Division Office during office hours on any working days prior to the last date of sale of tender papers.
23. The tenders containing extraneous conditions. Not covered by the tender call notice are liable to rejection. Rate quoted should be fairly reasonable rates being abnormal. Super-fatuous and unworkable rates are liable for rejection.
24. No lump sum tender will be entertained if the tenderer does not quote any rate for any items shown in the bill of Quantity. The tender will, in no case be considered and shall be rejected.
25. The tenderer shall quote any rate against each item shown in the bill of quantity in words and figures. In case of variation of the rates between words and figures. The rates quoted in word shall be deemed to be the properly quoted rate. For consideration.
26. Scoring over writing Interpolating. Cutting should preferably be entailed by the tenderers to avoid complication. The authority shall take no responsibility. In the matter of complications arise but of scoring over writing or interpolating the tenders should be written legibly.
27. The tender, shall accompanied with attested photo copies of valid PAN card/ GSTIN and all other required documents as per DTCN. Non submission of any of these documents, the authority shall reserve the right to reject the tender However if authority desires the original copies can be asked for verification before the consideration for a final checking. The earnest Money shall be retained by the Dept. till the completion of entire work and payment of final bill or till the completion of the guarantee period of twelve months and the security deposit shall not carry any interest.

28. **Amendment of Codal and Contractual Provisions**

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

Additional performance security shall be taken on an incremental basis from the selected bidder for low bid prices in the projects as under as per Works Department Office Memorandum Letter No.173 Dated.03.01.2026.

I. Where the price bid is below 0% but not below 10% of the project cost put to bid no additional performance guarantee/security percentage is required.

II. Where the bid price is below 10% but not below 20% of the project cost put to bid The additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and the additional performance guarantee percentage shall be applied on the bid price.

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

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

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

VI. Justification for abnormally low bids shall be scrutinized by the Departmental Technical committee and recommended to the competent authority of the administrative department for the approval of the additional performance security (APS). An abnormally low bids is one in which the bid price, in combination with other elements of the bid appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price, procuring Entry may in such cases, seek written clarifications from the bidders including detailed priced analysis of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities and any other requirements of the bid document. If, after evaluating the price analysis, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the procuring entity may reject the bid /Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost which would automatically be considered as an abnormally low bid.

28a. Clarification on works Department office memorandum No.173 Dt.003.01.2023 regarding amendment of codal contractual provisions

The following clarifications are issued on Works Department office Memorandum No.173 Dated.03.01.2026.

1. The phrase ... **to abolish the extant provisions of threshold negative bid caps (14.99%)** introduced in the first para of the Works Department OM No.173 Dt.03.01.2026 may be read as to abolish the extent provisions of the threshold negative bid caps of 15% introduced vide works Department OM No.12366/W Dated.08.11.2023 and amended vide Works Department OM No.1437 Dt.31.01.2023.

2. If more than one bid is quoted (decimal up to two numbers will be taken for all practical purposes) either at the estimated cost put to tender or less than the estimated cost put to tender the tender accepting authority will finalise the tender through a transparent lottery system, where all the concerned bidders/their authorized representatives the concerned SE/EE of the concerned Division and Divisional Accounts Officer (DAO) will remain present.

3. If the rates quoted by the SC and ST category contractors comes to the rate quoted by the L1 bidder (decimal upto two numbers will be taken for a practical purposes) after availing 10% price preference as para 2 of Works Department Resolution No.27748 Dated.11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system alongwith other categories of contractors.

4. As regards the bidding process in which the tender has been floated before the issue of Works Department office memorandum No.173 Dated.03.01.2026, the bid shall be finalized as per the earlier provisions in Appendix-IX, Clause 36 of OPWD Code Volume-II

In case of any discrepancy in printing or omissions of statutory specifications or any other part or portion of the approved document during download of the bid document, the decision of the officer inviting the bid will be binding on the bidder.

29.The Superintending Engineer, Ganjam(R & B) Division No.II Berhampur shall deduct the statutory deductions as applicable under the income Tax Act.1961 Orissa value Added Tax., Act 2004 and any other statutory deductions.

30. The successful tenderer after execution of the agreement and after issuance of the work order, submit a detail programme of work immediately to the concerned Superintending Engineer, for approval.

31.The successful tenderer who executes a valid agreement with the, Ganjam (R&B) Division No.II Berhampur shall be called contractor and shall abide by the terms and conditions of the agreement as prescribed from time to time.

32.The work will be completed in every respect within the stipulated period of completion as mentioned in the Notice inviting Tender from the date of commencement of the work to be stipulated in the work order. There shall be no extension of contract period except on valid reasons to the satisfaction of the S.E, Ganjam R&B Division No. I, Berhampur, respectively and the contractor shall submit such request for extension. The may consider such request for extension after taking into the considerations the valid reasons.

33.If the contractor disproportionate or abandoned or failed to progress the work according to the time schedule submitted he shall be liable penalty under relevant clause of the item rate contract.

34.All Cement concrete works shall be executed in a mechanical form and shall use the concrete Mixer, Vibrator, Pumps, etc at the own cost of the Contractor for the purpose.

35.The contractor shall use approved and tested materials as approved by the Engineer in charge according to PWD specification and the Contractor shall arrange the materials at his own cost and after completion of the work the contractor shall clear the site along with all equipments at his own cost.

36.The Site Engineer-in-charge will have the right to inspect the scaffolding. Centering and shuttering made for the work and can reject partly or fully such structures, if found defective in their opinion.

37.The contractor shall arrange necessary tools and plants at his own cost required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant including cost of transportation thereof.

After the work is finished all surplus materials should be removed from the site of work preliminary work such as vats. Mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and clean and this should be inclusive of the rates.

38.No claim shall be entertained with regard to extra items of works or extra quantity of any items besides estimated amount without approval from appropriate authority not below the rank of Superintending Engineer.

39. The tenders shall have to abide by the CPWD safety code rules / Indian Electricity Rules 1956.
40. The rate quoted by the contractor shall cover the latest approved rates for labour, materials POL and royalties. Arrangement of borrow areas, land, approach road to the site etc. are the responsibility of contractor.
41. The rate for each work and concrete items wherever dewatering is imperatively necessary, the terms dewatering shall mean the execution or operation of the items due to standing water as well as due percolation of water. The quoted rates will be inclusive of this.
42. The materials borrow areas, and hutments at sites should be arranged by the contractor at his own cost No future complaint on this account shall be entertained.
43. Items of work not covered by tender notice will be paid at the current schedule of rates of the Public works Department and those not covered by the SR will be paid on actual analysis after being approved by the Engineer-in-charge.
44. Standard Public works Deptt/ Public health Deptt. / Electrical Deptt. Specification of Govt. of Odisha / ISI specification where applicable as to be decided by the Engineer- in-charge will be followed in executing the work.
45. The contractor will make no claim on the rates, quantities and amounts that will appear in the agreement and the total work, in a complete shape, will be handed over to the Department within the time allowed by and the department.
46. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repair occasioned or rendered necessary to the same by fire or other causes and they are to hold the Govt. of Odisha harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the works. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other Calamity whether natural or incidental and damage so caused will have to be made good by the contractor at his own cost.
47. Any damage caused by natural calamities should be borne by the contractor at his own cost. The Deptt. shall not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
48. In case of any dispute in the meaning of specification, description of items, rates, conditions of agreement or due to errors/typo-graphical errors, omissions, the decision of the tender accepting Authority with due recommendation of the Engineer- in-charge of work is final and binding on the contractor.
49. The tenderer shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
- (a) Rent royalties and other charges of materials, all other taxes including sales tax. Ferry tolls conveyance charge and other cost on account of land and buildings including temporary /

building & temporary electric connection to work site as well as construction of service road & diversion road & its maintenance till completion of work as required by the tenderer for collection of materials.

- (b) Storage housing of staff or other purpose of the work No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
- (c) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of the local health authorities.
- (d) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
- (e) Fees and duties levied by the Electrical installation supply authorities.
- (f) Suitable equipments and wearing apparatus for the labour engaged in risky operation.
- (g) Suitable fencing barriers, signals including paraffin and electric signals where necessary at works and approaches in order to protect the public and employees from accidents.
- (h) Compensation including cost of any suit for injury to persons or property due to neglect of any measure/ precautions also becomes payable due to operation of the workmen compensation act.
- (i) The contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost. CC & RCC items are to be sufficiently cured with Gunny bags, if necessary.

50. Tenderers are required to abide by the fair wages clause as introduced by Govt. of Odisha, Works Deptt. letter No.VIII R-8/5225 Dated. 26.02.1955 & No.II M 56/6 28842 (5) Dated.27.09.1961 as amended from time to time.

51. In case of any complaint by the labour working about the nonpayment or less payment of his wages as per latest minimum wages act the Superintending Engineer, Ganjam (R&B) Division No.II, Berhampur will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour officer of the Govt. The decision of the Superintending Engineer is final and binding on the contractor.

52. That for the purpose of jurisdiction in the event of any dispute, it shall be at Bhubaneswar.

53. The authority reserves the right to reject any or all the tenders without assigning any reason thereof.

54. Before commissioning the work, the materials shall be inspected by the Superintending Engineer. The contractor should furnish two copies of test certificate at his cost. The expenditure towards testing and test certificate shall be borne by the contractor. All the materials to be used in work should have prior approval of the Engineer-in-charge and confirming to the specification of the ISI Standard.

55. The Liaison with Tata Power Southern Odisha Distribution Ltd. authority and the Electrical Inspector regarding permission and inspection respectively will be done by contractor. The contractor has to deposit the required amount of supervision charges/ service connection charges. Security money inspection fees & processing fees to concerned department on behalf of

S.E, Ganjam R&B Division No.II, Berhampur respectively. The same amount will be paid by the Department to the tenderer on production of original money receipt.

56.The Electrical supervisor & Line men mentioned on the license should supervise the work at site.

57.Though agreement will be done for particular quantities, during execution of work, the quantities may vary as per site condition.

58.Payment: No advance payment will be made by the Department. However Part / full payment shall be made by the Superintending Engineer, Ganjam R&B Division No.II, Berhampur after completion of supply, erection testing and commissioning, inspection by the Electrical Inspector and charging of the line and satisfactory operation.

59.Penalty: In the event of failure or refused to execute the order the EMD will be forfeited and the supply order will be cancelled after the completion time period from the date of issue of the order. In the event of delay in supply erection, testing and commissioning of the materials with work pertaining to order, penalty @ 0.5% of the order value per month delay will be imposed subject to a maximum of 5 % (Five percent) along with the EMD.

60. The Agency has to submit details drawing and designs for approval before agreement and work order.

APPROVED

Sd/-
Superintending Engineer
Ganjam [R&B] Division No.II
Berhampur

Tenderer are required to submit the information in the following schedules

SCHEDULE-A

CERTIFICATE OF NO RELATIONSHIP

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

I/We also note that, non-submission of this certificate will render my/ our tender liable for rejection. [*]Strike out which is not applicable

Signature of the Tenderer

Date: -

SCEDULE- E

INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF THE TENDERED OR ABANDDNMENT OF WORK BY THE TENDEREER.

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

Note: If any information in this schedule is found to be incorrect or canceled, Qualification application will be summarilybe rejected.

Signature of tenderer

AFFIDAVIT

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

Signature of tenderer

SCHEDULE-G

Sl. No.	Name of the Work	Actual Date of Commencement.	Actual Date of Completion.	Year wise Price Break up from Actual Date of Commencement to Actual Date of Completion	Amount (In Rupees) Excluding GST of each F:Y:

Note:

1. The above information is to be certified and duly signed by the Engineer-in-Charge not below the rank of Executive Engineer.
2. The bidder has to furnish the above said data if the work has been started before F:Y: 2020-21.

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Signature of the authority with seal.

Date: