GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES

Chikiti Irrigation Division
Berhampur, Ganjam, Odisha

e – Procurement Notice No. e-CHID- 03/2026-27

BID IDENTIFICATION NO. SE-CHID–33/2026-27

BID DOCUMENT

Procurement of 01 No of 45 KVA Diesel Generator Set for use at Ghatakeswar Multipurpose Project, Kankia, Ganjam.

Superintending Engineer
Chikiti Irrigation Division
Berhampur, Ganjam

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GOVERNMENT OF ODISHA

DEPARTMENT OF WATER RESOURCES

Office of the Superintending Engineer, Chikiti Irrigation Division, Berhampur, District: Ganjam

INVITATION FOR BIDS

e-Procurement Notice No.: e-CHID-03/2026-27

The **Superintending Engineer, Chikiti Irrigation Division, Berhampur, District: Ganjam,** on behalf of Hon'ble Governor of ODISHA invites On-line **parentage rate** tenders in **Single Cover** system through e-procurement for execution of the following works. The bid should be submitted by eligible authorized Distributors / Dealers On-line in the Govt. website https://tendersodisha.gov.in.

The bidders should have necessary portal enrolment with own digital signature certificate. The registered bidders outside of ODISHA can also participate in this on-line tender process after necessary portal enrolment but shall have to subsequently undergo registration with appropriate authority of the State Govt. within a month of acceptance of bid. The bidders may submit **online bids.**

Sl No	Bid I.D. No.	Name of Work	Approx. value of work (Rs. In Lakhs)	Security Deposit (Rs.)	Cost of Tender paper (Rs.)	Period of Supply
1	2	3	4	5	6	7
1	SE-CHID - 33/2026 -27	"Procurement of 01 no of 45 KVA Diesel Generator Set for use at Ghatakeswar Multipurpose Project, Kankia, Ganjam.	7.49	7,500/-	4000/-	30 (Thirty) Days

Procurement details.

Procurement Officer.	Availability of tender on-line for bidding.		Submission of on-line Tender.	Date of Seeking tender clarification	Date & Time of opening of tender.	Place of opening.
	From	To				
1	2	3	4	5	6	7
Superintending Engineer, Chikiti Irrigation Division, Berhampur, District: Ganjam	11.00 A.M of Dt.17.06.26	Up to 5.00 P.M. of Dt.29.06.26	From 11.00 A.M. of Dt. 17.06.26 to 5.00 P.M. of Dt 29.06.26	Dt. 17.06.26 to 23.06.26	Dt. 30.06.26 11.00 A.M	O/o Superintending Engineer, Chikiti Irrigation Division, Berhampur

1. The bidder shall transfer **online the cost of Tender paper (non-refundable) and the Security deposit/ of the amount as specified**.
2. The supplier has to participate in online bidding only. The website for online bidding is *https://tendersodisha.gov.in*.
3. Tender should be submitted On-line in https://tendersodisha.gov.in. Bid document consisting of qualification, information and eligibility criteria of suppliers, specification and Bill of quantities of the item are available in web-site https://tendersodisha.gov.in and the set of terms and conditions of contract and other necessary documents can be seen in the web-site till last date of submission of Bid.
4. **The Bill of Quantity (BOQ)** consisting of the schedule of quantities of Supply are available in web-site **https://tendersodisha.gov.in** and the set of terms and conditions of contract and other necessary documents can be seen in the web-site till **29.06.2026 up to 17.00 hours** i.e.; last date of availability of bid on "on-line" for bidding. Interested bidders may obtain further information, if any required, at the web-site **https://tendersodisha.gov.in.**
5. **Bid validity**: - The bid for the work shall remain open for acceptance for a period of **90 days** from the last date of submission of bid. The Bid Security will be forfeited in case of conditional bids.
6. The Original of the documents, uploaded at the time of submission of bid, such as Authorized Dealership (channel partner registration certificate), GSTIN registration Certificate, PAN Card, Affidavit and requisite documents should be produced in the office of Superintending Engineer, Chikiti Irrigation Division, Berhampur for verification on demand after opening the Bid. The Bid will be opened in the office of the Superintending Engineer, Chikiti Irrigation Division, Berhampur, on **30.06.26 at 11.00 Hours.**
7. Any addendum / corrigendum /cancellation of above tender will be published in the web-site **https://tendersodisha.gov.in** and in the notice board. The system shall generate a mail to those bidders who have already uploaded their tenders and those bidders if they wish, can modify their tenders.
8. Only those bidders who successfully remit their Cost of Tender Paper and security Deposit on submission of bids would be eligible to participate in the tender/ bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.
9. Bid document consisting of qualification, information and eligibility criteria of bidders, specification and schedule of quantities of the supply are available in web-site https://tendersodisha.gov.in and the set of terms and conditions of contract and other necessary documents can be seen in the web-site till last date of sale and receipt of tender papers. Interested tenderer may obtain further information at the web-site

https://tendersodisha.gov.in.

10. Other details including details of Portal Registration, Submission of bid, Resubmission and withdrawal of bid can be seen in the bidding document which is available in web-site https://tendersodisha.gov.in.
11. The tender shall not (at the discretion of the competent authority) be considered unless accompanied by self-attested true copies of Registration of Firms / S.S.I. unit / EPM rate contract holder certificate, PAN Card, valid and up to date GSTIN clearance certificate as the case may be and the original certificates are to be produced if required in any subsequent date during processing of tender.
12. If the 1st lowest bidder does not turn up for agreement after finalization of tender, then he shall be debarred from participation in bidding for three years & action will be taken to black list the supplier as per codal provision in Annexure-II of Amendment to Para-3.4.14 Note-I of OPWD Code Vol-1.
13. The bidders shall furnish an affidavit on-line at the time of submission of the bid, about the authentication of the tender documents including Firm Registration Certificate, PAN Card, valid GSTIN registration certificate and security etc. failing which the bid shall be considered as non-responsive and thus liable for rejection. No adjustment of Security deposit will be entertained at all.
14. The bidder should mention his detail address and phone/mobile no. in the separate sheet for communication regarding the tender.
15. The single tender received in the first call shall be cancelled without opening the bid. The acceptance of the single tender received even after retendering should have prior approval of next higher authority vide O.P.W.D. Para-3.5.18 of Office memorandum no 16/W dated 01.01.2015.
16. Authority reserves the right to reject any or all the tenders without assigning any reasons thereof.

Address of Communication:
Office of the Superintending
Engineer,
Chikiti Irrigation Division, Berhampur,
District: -Ganjam, (Odisha),
email ID- eechidbam@gmail.com

Superintending Engineer,
Chikiti Irrigation Division,
Berhampur, Ganjam

SECTION - I

email ID- eechidbam@gmail.com

GOVERNMENT OF ODISHA

DEPARTMENT OF WATER RESOURCES

Office of the Superintending Engineer, Chikiti Irrigation Division, Berhampur,

District: Ganjam

INVITATION FOR BIDS

e-Procurement Notice No.: e-CHID-02/2026-27

The Superintending Engineer, Chikiti Irrigation Division, Berhampur on behalf of Hon'ble Governor of Odisha invites online percentage rate tender through e-procurement in single cover system for the work**- "Procurement of 45 KVA Diesel Generator Set for Ghatakeswar Multipurpose Project, Kankia".** The Bids should be submitted by the Registered Original Equipment Manufacturer (EOM) / Authorized Dealers / Authorized Distributors of Silent Diesel Generator Sets/ Channel Partner of OEM having ISO & NABL certificate. The bidders are to be registered in the State portal and must possess compatible digital signature certificate of Class-II and III for on line bidding. The registered bidders outside of Odisha state can also participate in this on-line tender process after necessary portal enrollment but shall have to subsequently undergo registration with appropriate authority of the State Govt. within a month of acceptance of bid. The bid documents can be viewed from the website identified as http://tendersodisha.gov.in **From 11.00 A.M. of Dt. 17.06.26 to 5.00 P.M. of Dt. 29.06.2026.** The **date of seeking clarification will be held from 17.06.26** to **23.06.26 during office hour in the office of the Superintending Engineer, Chikiti Irrigation Division, Berhampur.** The bidder for participation in on line bidding will have to transfer on-line the cost of bid paper Rs. 4,000/- (Rupees Four thousand) only (non-refundable)**.** The Bid will be received through e-procurement portal **from 11.00 A.M. of Dt. 17.06.26 to 5.00 P.M. of Dt. 29.06.2026.** The bid will be opened on **30.06.26 at 11.00 A.M** in the Office the Office of the **Superintending Engineer, Chikiti Irrigation Division, Berhampur** in presence of the bidders or their authorized agents if any. The bidders who participated in the on-line bidding can witness opening of the bid from any system logging on to the portal away from opening place. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid. In the event of the specified date of bid opening being declared a holiday the bid will be opened at the appointed time and location in the next working day. Date, time and place of opening shall be intimated separately to those tenderers who will be found eligible after evaluation. The intimation letter will be sent both through their email address and postal address.

1. **PARTICIPATION IN BID:**

The value of the work tendered for is Rs.7,49,000/-. (Including GST)

(a) **PORTAL REGISTRATION:**

The Supplier/Bidder intending to participate in the bid is required to register in the Portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital signature certificate (DSC) to his/her unique Login Id. He / She will enter relevant information as asked for about the firm/contractor. This is a onetime activity for registering in Portal.

Any third party/company/person under a service contract for operation of e-procurement system in the State or his/her subsidiaries or their parent companies shall be in eligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.

(b) **LOGGING TO THE PORTAL**: The Supplier/Bidder is required to type his/her Login ID and password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CA stored in system database. The system checks the unique. Login ID password and DSC combination and authenticates the login process for use of portal.

(c) **DOWNLOADING OF BID:** The bidder can download the tender of his choice and save it in his system to undertake necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.

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

(e) **PREPARATION OF BID:** The bidder shall go through the bid carefully and list the document those are asked for submission. He shall prepare all documents including cost of bid document, Bid Security/ E.M.D, Declaration form price bid etc. and store in the system.

(f) The e-procurement portal of the Government of Odisha is "https://tendersorissa.gov.in".

(g) Use of valid Digital Signature Certificate of appropriate class (Class II or Class III) issued from a registered Certifying Authority (CA) as stipulated by Controller of Certifying Authorities (CCA). Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra etc. is mandatory for all users.

(h) For all purposes, the server time displayed in the e-procurement portal shall be the time to be followed by all the users.

(i) The e-procurement shall be operated compliant to relevant provisions of OGFR/OPWD Code/Accounts Code/Government Statutes including any amendments brought from time to time to suit to the requirement of the best national practice.

(j) Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value-added services in future.

(k) Supplier not registered with Government of Odisha, can participate in the e-procurement after necessary enrollment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.

2. ELECTRONIC PAYMENT OF EMD/BID SECURITY AND COST OF BID DOCUMENTS:

The bidders have to log onto the Odisha e-Procurement portal (https://tendersorissa.gov.in) using his/ her digital signature certificate and the 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.

The bidders have to upload the required information as mentioned in the bidding document and in line with Works Department office memorandum No.788/WE dt.23.07.2013.

Then the bidders have to select and submit the bank name as available in the payment options.

(i) A bidder makes electronic payment using his/her internet banking enabled account with any designated Banks such as **SBI/ICICI Bank/ HDFC Bank** etc.

(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/her account, by adding the account number as mentioned in the challan as an interbank beneficiary. The bidders have to upload the receipt of paper cost and EMD on line.
- Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.

Bid submission: Only after receipt of intimation at the e-procurement portal regarding successful transaction by the bidder the system will active the Freeze Bid submission button to conclude the bid submission process.

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

The bid security shall be retained till finalization of financial evaluation, the EMD/ Bid security of other than L1 & L2 bidder (or as the case may be such as decision of preferred bidder through lottery system etc.) will be credited to their respective account as per instructions received from TIA through e-procurement portal.

After signing of Agreement with the preferred Bidder by the concerned Authority on submission of required Initial Security Deposit (ISD) or Performance Security (as per OPWD guideline) in the specified financial format and on uploading of the fact of award of contract (AOC) by the TIA in the e-procurement portal, the EMD of L1 & L2 bidder (or as the case may be) will be refunded to their respective account as per the instructions received from TIA through e-procurement portal.

For any technical related queries please call at Help Desk numbers of State Procurement Cell (SPC), Govt. of Odisha-1800 3456 765, 0674-2530998/ 2530996.

3. SUBMISSION OF BID.

a. The bidder shall carefully go through the tender and prepare the required documents. The Bid generally consists of cost of Bid documents, GSTIN registration certificate, PAN, Registration Certificate, Affidavits, Profit Loss statement, and any other information required along with the Bill of Quantities (BOQ) and any other price related information/ undertaking etc.

b. The Protected Bill of Quantities (BOQ) uploaded by the Procurement Officer-Publisher for the Bid is the authentic BOQ. Any alternation or deletion or manipulation in BOQ shall lead to cancellation of Bid.

c. The Bidder shall up load the scanned copy/copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of the Bid.

d. The bidder shall be accurately filed the percentage rate up to decimals so that there is no discrepancy.

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

   i. Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected after the date line. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The

bids cannot be opened even by the OIT or the Procurement Officer-Publisher/ Opener before the due date and time of opening.

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

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

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

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

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

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

viii. The Bidder is required to up load documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in annexure I and II. It is not necessary for the part of the Bidder to up-load the drawing and other Bid documents (after signing) while up-loading his bid. It is assumed that the bidder has referred all the documents uploaded by the Officer inviting the Bid.

ix. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.

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

f. SIGNING OF BID: The online bidder shall digitally sign on all statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false / fabricated / bogus, his EMD / Bid security shall stand forfeited and the bidder is liable to be blacklisted.

4. <u>SECURITY OF BID SUBMISSION:</u>

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

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

5. <u>RESUBMISSION AND WITHDRAWAL OF BIDS:</u>

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

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

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

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

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

6. OPENING OF THE BID:

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

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

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

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

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

7. EVALUATION OF BIDS:

a. All the opened bids shall be down loaded and printed for taking up evaluation. The Procurement Officer-Openers shall sign on each page of the documents downloaded including and furnish a certificate that the documents as available in the portal for the tender have been down loaded.

b. The Procurement Officer-Evaluators shall take up evaluation of bids with respect to the qualification information and other information furnished subject to confirmation of the bid security by the issuing institutions.

c. After receipt of confirmation of the bid security, the bidder may be asked in writing to clarify on the documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The Officer inviting tender may ask for any other document of historical nature during evaluation of the tender. Provided in all such

cases, furnishing of any document in no way alters the Bidder's price bid, non-submission of legible documents may render the bid non-responsive.

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

e. The evaluation of all bids shall be carried out as per information furnished by Bidders. But evaluation of Bids does not exonerate bidders from checking their original documents at later date. If the bidder is found to have misled the evaluation through wrong information action as per relevant clause of DTCN/ITB shall be taken against the bidder/contractor.

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

ii. The responsive bidder's name, bid prices, will be examined and announced.

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

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

v. The procurement Officer-Evaluators; will evaluate bids and finalize list of responsive bidders.

vi. Clarification on Works Department Office Memorandum No.173 dt.03.01.2026 regarding Amendment of Codal and Contractual Provisions**.**

The following clarifications are issued on Works Department Office Memorandum No. 173 dated 03.01.2026.

a. 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 dated. 03.01.2026 May be read as " …. to abolish the extant provisions of threshold negative bid caps of 15% introduced vide Works Department OM No. 12366/W dt. 08.11.2013 and amended vide Works Department OM No.1437, dt. 31.01.2023 ……"

b. 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 finalize 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.

c. If the rate quoted by the SC and ST Category Contractors comes to the rate quoted by the L1 bidder (decimal up to two numbers will be taken for all 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 along with other categories of contractors.

d. As regards the bidding process in which the tender has been floated before the issue of Works Department Office Memorandum No. 173 dt. 03.01.2026, the bid shall be finalized as per the earlier provision in Appendix-IX, Clause 36 of OPWD Code Volume-II.

e. This has been concurred in by the Finance Department in File No. **FIN-WF1-MISC-0102-2025**.

vii. As per Office Memorandum No.16 dt.01.01.2015 of Work Department Government of Odisha, when in response to a notice calling for tenders, only a single tender is received in the first instance, the tender will be cancelled without opening of the bid and fresh tender will be invited publicly. If single tender is received, even after retendering, then the approval of the next higher authority shall be obtained, if the tender is in order and acceptable. As settled by the Hon'ble Odisha High Court in their Judgment passed on 09.05.2017 in WP(C) No.22315 of 2016 in case of M/S Debabrata Samal-Vrs-State of Odisha, the works department O.M No-16 dt.01.01.2015 implies that single received in the first call shall be cancelled without opening of bid and in case when more than one tender have been received in the first call and only a single tender is found to be responsive, the same is also liable to be cancelled due to lack of competitive price bidding.

viii. Authority reserves the right to reject any or all the tenders without assigning any reasons thereof.

8. <u>NEGOTIATION OF BIDS:</u>

a. For examination, evaluation and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdown of unit rates.

9. <u>NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:</u>

a. The Employer / Engineer-in-Charge shall notify acceptance of the bid prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. The Letter of Acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of the execution and completion of the works by the contractor as prescribed by the contract & the amount of Performance Security

required to be furnished. The issue of supply order shall be treated as closure of the Bid process and commencement of the contract.

b. The Contractor after furnishing the required acceptable performance security "Supply/ Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer-Publisher. The Procurement Officer-Publisher shall up load the summary and declare the process as complete.

10. <u>INSTRUCTRUCTION TO THE BIDDERS:</u>

I) The bidders shall prepare the documents and upload the scanned typed document in PDF format and BOQ in excel format (or as specified in the portal) in appropriate place.

II) No tenderer will be permitted to furnish their tender in their own manuscript.

III) Bid security @ 1% of the amount put to tender i.e. **Rs.7,500/- (Rupees Seven Thousand Five Hundred)** only shall be transfer online in favour of **Superintending Engineer, Chikiti Irrigation Division, Berhampur**.

IV) The equipments' supply including commissioning and testing are to be completed within a period of **30 (Thirty) days** from the date of issue of supply/Work order.

V) The bidder can resubmit his bid through online e-procurement mode out of which the system shall consider only the last bid submitted to the portal.

VI) If any further necessary information is required the bidder can seek **Superintending Engineer, Chikiti Irrigation Division, Berhampur** with in 01.06.2026.

VII) All rates should be finished items of goods/equipment unless otherwise mentioned in the tender schedule including supply, installation, calibration and training etc.

VIII) An intelligent BOQ in MS Excel format shall be made available to the bidder through e-procurement portal. The bidder shall download that particular excel sheet and fill in the item rates in figures at the appropriate locations. The bidder is not supposed to change or modify the format of the excel sheet in any form.

IX) Submission of bid documents shall be affected by using DSC of appropriate class and thus shall be in encrypted form. The bidder shall only submit single copy of the document. He is required to check the documents uploaded with the requirement asked for in the bid. Only after satisfying that all the documents have been uploaded, he should activate submit button. His bid shall not be considered responsive and action as per relevant clause shall be taken if he does not provide the required document or provides illegible documents. Clarity of the document may be ensured by taking out a sample printing.

X) It is allowed to modify the bid through the e-procurement portal. The bidder shall have to log in 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 latest bid only will be admitted. But the

bidder should avoid modification of the bid at the last moment to avoid system failure or malfunction of the internet or traffic jam. If the bidder fails to submit his modified bids within the designated time of receipt, the bids already in the system shall be taken for evaluation.

XI) Withdrawal of bid is also allowed in the e-procurement portal. The bidder has to click on the “withdraw” button and record the necessary justification for the same in the space provided. In addition to this he has to write a letter addressed to officer inviting the bid and upload the scanned document from portal in respective bid. The system shall not allow any withdrawal after expire of the closure of the bid.

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

XIII) All tenders received will remain valid for **90 days** from the date of receipt of tenders and validity of tenders can also be extended if required without any monetary compensation.

XIV) The Bidder shall have to furnish certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer and above in the State P.W.D. or Assistant Secretary and above in the Water Resources Department.

XV) While determining the validity of tenders the following points shall be taken in to consideration by the authority empowered to accept tenders and his decision in the matter shall be final.

a) Any special condition which does not find place in the tender notice and which are not acceptable.

b) Indefinite conditions which will make it difficult for access to the financial implications.

c) Tenders being incomplete in some important aspects.

d) Failure to furnish the specified bid security.

e) Bid price being unduly low and unworkable.

XVI) The Department reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.

XVII) The tender may not (at the discretion of the competent authority) be considered valid unless accompanied by attested true copies of Registration of Original Equipment Manufacturer (EOM) /Authorized Dealers/Distributor / S.S.I. unit / EPM rate contract holder certificate, PAN Card, GSTIN Registration certificate as the case may be and the original certificates are to be produced if required in any subsequent date during processing of bid.

XVIII) The EMD will be forfeited in any of the following cases.

a) If the bidder withdraws the bid after bid opening during the period of bid validity.

b) If the bidder does not accept the correction of the bid price.

c) In the case of a successful bidder if the bidder fails within the specified time limit to

Sign the agreement or furnish the required performance security.

d) If any of the statements, documents, certificate uploaded by the bidder through e-procurement portal, is found to be false / fabricated / bogus; the bidder will be black listed and his EMD / Bid Security forfeited.

XIX) The bidder whose bid is selected for acceptance the security for the due fulfillment of the contract should invariably be taken. The security may be taken in shape of NSC/ Post Office Time Deposit Account/ Kisan Vikas Patra/ Bank Guarantee in favour of Divisional Officer (i.e. Superintending Engineer, Chikiti Irrigation Division, Berhampur) from any Nationalized/Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar EMD/ Initial security deposit/ any other security deposit from the contractor or supplier. (As per O.M. File No. 14468/W, dated 20.09.2018 of Amendment to Para-3.5.19(a) (b) of the OPWD Code, Volume-I.

XX) The security deposit together with the earnest money, Performance security and the amount withheld according to the provision of **P1** agreement shall be retained as Security for the due fulfillment of this contract. Failure to enter into the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money. The written agreement to be entered into between the contractor and the Government shall be the foundation of the rights of both the contractor and the Government and the contract shall be deemed to be incomplete until the agreement has first been signed by the supplier and then by the proper officer authorized to enter into the contract on behalf of the Government.

XXI) An affidavit shall be furnished by the contractor at the time of submission of tender paper about the authentication of tender documents including bid security. The scanned copy of the affidavit is to be uploaded through the e-procurement portal along with the technical bid. The affidavit in original is to be produced before the officer inviting tender prior to opening of the technical bid.

XXII) The clause of printed form of **P1 contract** with latest addition/ deletion/ corrections/ substitution etc. will also be binding.

XXIII) The language of all bidding documents and bidding process shall be in English for all purposes. The bid submitted in any other languages except English shall not be accepted.

XXIV) If the rates quoted by the bidders are same, the tender will be finalized through a transparent lottery system after observing relevant codal procedure and circular issued from time to time.

SECTION-II

TERMS AND CONDITIONS OF CONTRACT

1.0. SCOPE OF THE CONTRACT:

The scope of the contract shall be to supply of equipments / materials as per the specifications at the consignee's site, and rendering services in accordance with the DTCN as enclosed technical specifications and bill of quantities.

2.0 DEFINITION OF TERMS:

For the purpose of this specification and Terms and Conditions of contract [TCC], the following words shall have the meanings hereby indicated, except where otherwise described or defined.

2.1 "The Procurement Officer" shall mean the Superintending Engineer, Chikiti Irrigation Division, Berhampur for and on behalf of DEPARTMENT OF WATER RESOURCES, ODISHA, BHUBANESWAR.

2.2 "The Engineer" shall mean the Superintending Engineer, Chikiti Irrigation Division, Berhampur for the purpose of this contract.

2.3 "Procurement officer's Representative" shall mean any person or persons or consulting firm appointed and remunerated by the Procurement officer to supervise, inspect, test and examine workmanship and materials of the equipment to be supplied.

2.4 "The supplier" shall mean the bidder whose bid has been accepted by the purchaser and shall include the bidder's executives, administrators, successors and permitted assignees.

2.5 "Equipment" shall mean and include all machinery, apparatus, materials, and articles to be provided under the contract by the suppliers.

2.6 "Contract Price" shall mean the sum named in or calculated the bid.

2.7 "General Condition" shall mean these Terms and Conditions of Contract.

2.8 The Specification" shall mean both the technical as well as commercial parts of the specification annexed to or issued with TCC and shall include the schedules and drawings, attached thereto as well as all samples and pattern, if any.

2.9 "Month" shall mean "Calendar month".

2.10 Writing" shall include any manuscript, type written, printed or other statement reproduction in any visible form and whether under seal or under hand.

2.11 "FOR Destination costs" shall mean the cost of equipment and material at the consignee's (Superintending Engineer, Chikiti Irrigation Division, Berhampur) mentioned site. The cost is inclusive of Excise duty, Sales tax and other local taxes, packing, forwarding, un loading, insurance and freight charges including installation, testing, commissioning and training charges including GST. etc. complete.

2.12 The term "Contract document" shall mean and include TCC, specifications, schedules, form of tender, Notice Inviting Tender, covering letter, schedule of prices or the final General Conditions, any special conditions, applicable to the particular contract.

2.13 Terms and conditions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act, failing that in the Orissa General Clauses Act.

3.0 MINIMUM ELIGIBILITY CRITERIA:

The bidder has to satisfy all of the following criteria falling which the bid will summarily be rejected.

i) The Bidder shall be the Registered Original Equipment Manufacturer (EOM) / Authorized Dealers / Authorized Distributors of Silent Diesel Generator Sets of different capacity. The Authorized Dealers / Authorizes Distributors should have Dealership / Distributorship association with the manufacturer more than one (1) year before bid due date. Registered Manufacturer / Authorized Dealer / Authorized Distributor should have their local office in Odisha.

ii) The installation, successful commissioning and testing will be done by authorized person/technician within one month from the date of receipt of the Purchase/Work order and the responsibility for the same lies with the supplier.

iii) The Bidder shall have supplied, installed, tested & commissioned at least one (1) Nos. of Silent DG sets with manual panel of similar capacity (range 45 KVA or above) power output rating within the period not greater than five (5) years from the bid due date.

iv) The Registered Manufacturers / Authorized Dealers / Authorized Distributors shall have to submit written commitment as regards to availability of spare parts for maintenance of supplied silent diesel generator set with Manual panel for 02 (two) years after successful commissioning of the same.

v) Bidder shall submit the following documents to establish that the bidder meets the qualification requirements:

i. Certificate of registration of Original Equipment Manufacturer (EOM) /Authorized Dealers/Distributor / S.S.I. unit / EPM rate contract holder certificate, GST clearance certificate, PAN Card, No relation certificate, Affidavit and other documents as per Detailed Tender Call Notice (DTCN) as the case may be and the original certificates are to be produced if required in any subsequent date during processing of bid.

ii. Authorized Dealers or Authorized Distributors Certificate from the Original Equipment Manufacturer (EOM) of the Silent Diesel Generator sets with different capacity.

iii. Documentary evidence like copies of Purchase Order, Inspection release note (IRN), commissioning or completion certificate as evidence of meeting work experience requirements (as above), based on which qualification is sought.

vi) For qualification of the bidder, the above clauses shall be read in conjunction.

4.0. MANNER OF EXECUTION:

All equipments/ materials supplied under the contract shall be manufactured in the manner, set out in the specification or where not set out, to the reasonable satisfaction of the Purchaser's representative.

5.0. INSPECTION AND TESTING:

[i] The purchaser's representative shall, if desired / felt necessary, be entitled at all reasonable times during manufacture to inspect, examine and test at the supplier's premises, the materials and workmanship of all equipments /materials to be supplied under this contract and if part of the said equipment is being manufactured in other premises, the supplier shall obtain for the purchaser's representative permission to inspect, examine and test as if the equipment were being manufactured in the supplier's premises. Such inspection, examination and testing shall not release the supplier from his obligations under the contract.

[ii] The Supplier shall give to the purchaser adequate time/notice (at least clear 10 days for inside the state suppliers and 20 days for outside the state suppliers) in writing for inspection of materials indicating the place at which the equipment/material is ready for testing and inspection and shall also furnish the shop Routine Test Certificate, Calibration Certificates of Testing instruments. A packing list along with the offer, indicating the quantity which can be delivered in full truck load/Mini truck load to facilitate issue of dispatch instruction shall also be furnished.

[iii] Where the contract provides for test at the Premises of the supplier or any of his sub - vendors, the supplier shall provide such assistance, labour, materials,

electricity, fuel and instruments, as may be required or as may be reasonably demanded by the Purchaser's representative to carry out such tests efficiently. The supplier is required to produce shop routine test Certificate, calibration certificates of Testing Instruments before offering their materials/equipment for inspection & testing.

[iv] After completion of the tests, the Purchaser's representative shall forward the test results to the Purchaser. If the test results conform to the specific standard and specification, the Purchaser shall approve the test results and communicate the same to the supplier in writing. The supplier shall provide at least five copies of the test certificates to the Purchaser.

[v] The Purchaser has the right to have the tests carried out at his own cost by an independent agency whenever there is dispute regarding the quality of supply.

[vi] If the Firm fails to present the offered items for inspection/testing as per their inspection call due to any reasons during the visit of the inspecting officer at the testing site, the Firm has to bear all expenses towards the repetition of inspection/testing of the total offered quantity or part thereof.

6.0 TRAINING FACILITIES.

(A) The supplier shall provide all possible facilities for training of Purchaser's Technical personnel, when deputed by the Purchaser for acquiring firsthand knowledge in assembly of the equipment, its erection, commissioning and for its proper operation and maintenance in service, wherein it is thought necessary by the purchaser.

(B) The supplier shall provide the equipment, its erection, commissioning and for its proper operation and maintenance in service, hand out training at the site of purchaser (Superintending Engineer, Chikiti Irrigation Division, Berhampur) also.

7.0 REJECTION OF MATERIALS.

In the event any of the equipments/ materials, supplied by the manufacturer is found defective due to faulty design, bad workmanship, bad materials used or otherwise not in conformity with the requirements of the Specification, the Purchaser shall either reject the equipment or ask the supplier in writing to rectify or replace the defective equipment free of cost to the purchaser. The supplier on receipt of such notification shall either rectify or replace the defective equipment free of cost to the purchase within 15 days from the date of issue of such notification by the purchaser. If the supplier fails to do so, the Purchaser may: -

[a] At its option replace or rectify such defective equipments/ materials and recover the extra costs so involved from the supplier plus fifteen percent and / or.

[b] Terminate the contract for balance supplies, with enforcement of penalty Clause as per contract for the undelivered goods and with forfeiture of Performance security.

[c] Acquire the defective equipment/materials at reduced price, considered equitable under the circumstances.

8.0 EXPERIENCE OF BIDDERS:

The bidders should furnish information regarding experience particularly on the following points:

[i] Name of the manufacturer with a copy of manufacturing license.

[ii] Standing of the firm and experience in manufacture of equipment/material quoted:

[iii] Description of equipment/material similar to that quoted, supplied and installed during last five years with the name(s) of the Organizations to whom supplies were made wherein, at least one (1) certificate shall be from a State/central P.S.U/ Govt. technical institutions.

[iv] Details as to where installed etc.

[v] Testing facilities at manufacturer's works.

[vi] If the manufacturer is having collaboration with another firm [s], details regarding the same.

[vii] A list of purchase orders of identical material/equipments/materials offered as per technical specification executed during the last three years along with user's certificate. User's certificate shall be legible and must indicate user's name, address, designation, place of use, and at least one satisfactory performance of the equipment/materials for at least two years from the date of commissioning.

9.0. LANGUAGE AND MEASURES:

All documents pertaining to the contract including specifications, schedule, notices, correspondence, operating and maintenance instructions, drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in this contract.

10.0. DEVIATION FROM SPECIFICATION:

It is in the interest of the BIDDER to study the specifications, specified in the tender schedule thoroughly before tendering. So that, if any deviations are made by the BIDDER, (both commercial and Technical), the same are prominently brought out on a separate sheet under heading "Deviations Commercial" and "Deviations Technical".

A list of deviations shall be enclosed with the tender. Unless deviations in scope, technical and commercial stipulations are specifically mentioned in the list of deviations, it shall be presumed that the BIDDER has accepted all the conditions, stipulated in the tender specification, notwithstanding any exemptions mentioned therein.

11.0 RIGHT TO REJECT / ACCEPT ANY TENDER:

The purchaser reserves the right either to reject or to accept any or all tenders if the situation so warrants in the interest of the purchaser. The purchaser has exclusive right to alter the quantities of materials/ equipment at the time of placing final purchase order. After placing of

the order, the purchaser may defer the delivery of the materials. It may be clearly understood by the BIDDER that the purchaser need not assign any reason for any of the above action [s].

12.0 SUPPLIER TO INFORM HIMSELF FULLY:

The supplier shall examine the instructions to BIDDER, conditions of contract, specification and the schedules of quantity and delivery to satisfy himself as to all terms and conditions and circumstances affecting the contract price. He shall quote price [s] according to his own views on these matters and understand that no additional allowances except as otherwise provided there in will be admissible. The purchaser shall not be responsible for any misunderstanding or incorrect information, obtained by the supplier other than the information given to the supplier in writing by the purchaser.

13.0 PATENT RIGHTS ETC.:

The supplier shall indemnify the Purchaser against all claims, actions, suits and proceedings for the infringement of any patent design or copy right protected either in the country of origin or in India by the use of any equipment supplied by the manufacturer. Such indemnity shall also cover any use of the equipment, other than for the purpose indicated by or reasonably to be inferred from the specification.

14. DELIVERY:

[a] Time being the essence of the contract; the equipment shall be supplied within the delivery period, specified in the contract. The Purchaser, however, reserves the right to reschedule the delivery and change the destination if required. The delivery period shall be reckoned from the date of placing the Letter of Intent/Purchase/Work order, as may be specified in Letter of Intent/Purchase/Work order. No way bill or declaration format shall be issued by the purchaser for the purpose of supply.

[b] The desired completion period inclusive of supply, commissioning and testing of equipments with completion certificate shall be within 30 days after issue of supply/ work order.

[c] Place/Site of the delivery: Ghatakeswar Dam, Village/ Gram-panchayat: Kankia, Block: Kukudakhandi

15. DISPATCH INSTRUCTIONS.

a] The equipments/ materials should be securely packed and dispatched directly to the specified site at the supplier's risk.

b] **Transportation, Loading & unloading of Ordered Materials:** It will be the sole responsibility of the supplier for transportation of specified DG Set along with its accessories, loading and unloading of materials both at the factory site and at the destination site / store.

The Purchaser shall have no responsibility on this account

16. SUPPLIER'S DEFAULT LIABILITY.

[i] The Purchaser may, upon written notice of default to the supplier, terminate the contract in circumstances detailed hereunder.

[a] If in the judgment of the Purchaser, the supplier fails to make delivery of all Equipment / material within the time specified in the contract or within the period for which if extension has been granted by the Purchaser in writing in response to written request of the supplier.

[b] If in the judgment of the Purchaser, the supplier fails to comply with any of the provisions of this contract.

[ii] In the event, Purchaser terminates the contract in whole or in part as provided in **Clause- 16.** Of this section, the Purchaser reserves the right to purchase upon such terms and in such a manner as he may deem appropriate in relation to the equipment / material similar to that terminated and the supplier will be liable to the Purchaser for any additional costs for such similar equipment/material and/or for penalty for delay as defined in **Clause-22** of this section until such reasonable time as may be required for the final supply of equipment.

[iii] In the event the Purchaser does not terminate the contract as provided in **clause 16 (i)** of this Section, supplier shall be liable to the Purchaser for penalty for delay as set out in **Clause-22** of this section until the equipment is accepted. This shall be based only on written request of the supplier and written willingness of the Purchaser.

17. FORCE MAJEURE:

The supplier shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force majeure such as acts of god, acts of the public enemy, acts of Govt., Fires, floods, epidemics, Quarantine restrictions, strikes, Freight Embargo and provided that the supplier shall within **Ten (10) days** from the beginning of delay on such account notify the purchaser in writing of the cause of delay. The purchaser shall verify the facts and grant such extension, if facts justify.

18. INSTALLATION AND COMMISSIONING OF DG SETS WITH CONTROL PANEL:

a) **Specification:** The scope of installation and commissioning and testing of Lower Rating Diesel Generating sets shall be as per the details given below. The responsibility for installing, commissioning and testing of DG sets shall be that of the supplier. The installation, successful commissioning and testing will be done by authorized person/technician within 1 month from the date of receipt of the Purchase order.

b) **Conditions:** Installation of Fuel tank, battery charging, and battery connection with Supply and installation of a change-over of suitable rating for DG set with manual control panel. Unloading and placement of DG set on foundation. First fill of lube oil and all filters shall be provided by the firm. The vendor shall also provide 40 litres of

Diesel for commissioning of DG set. The consumables provided by the firm cover the trial run of DG set as well. The firm shall conduct trial run of the DG set with the available electrical load at site. The trial run shall be for **minimum ONE hour**. The available electrical load shall be less than or equal to the rated capacity of the DG set. Exhaust piping, extra civil work, distribution board shall be provided by consignee/user. However, the supplier shall arrange to obtain Statutory approvals from the competent authority if any.

19. EXTENSION OF TIME: -

If the delivery of equipment/material is delayed due to reasons beyond the control of the supplier, the supplier shall without delay give notice to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice may or may not agree to extend the contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract.

20. GUARANTEE PERIOD/ DEFECT LIABILITY PERIOD: -

` The stores (Equipment/materials) covered by this specification should be guaranteed for satisfactory operation and against defects in design, materials and workmanship for a period of at least 24 [Twenty-four] months from the date of commissioning after receipt of equipment/material. The above guarantee certificate shall be furnished in triplicate to the purchaser for his approval. Any defect noticed during this period should be rectified/replaced by the supplier free of cost to the purchaser provided such defects are due to faulty design, bad workmanship or bad materials used, within one month upon written notice from the purchaser failing which provision of **clause 23 (ii**) shall apply. The Defect liability period shall be 24 months from the date of successful completion of commissioning of the equipment.

21. SECURITY DEPOSIT, AND PERFORMANCE GUARANTEE:

[i] To ensure the performance of the contract, performance security is to be obtained from the successful bidder awarded with the contract. Performance security for an amount of 5% (Five percent) of the value of the contract shall be furnished in the form of fixed deposit receipt from a Scheduled commercial bank etc. safe guarding the purchaser's interest in all respects.

[ii] Performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including guarantee and free service obligations and will be released after completion of that period.

[iii] Bid security should be refunded to the successful bidder on receipt of performance security.

[iv] In case of non-fulfillment of contractual obligation, as required in the detail purchase order specification, the security deposit shall be forfeited.

22. IMPORT LICENSE:

In case imported materials are offered, no assistance will be given for release of Foreign Exchange. The firm should arrange to import materials from their own quota. Equipment of indigenous origin will be preferred.

23. TERMS OF PAYMENT:

(i) Payment as per the contract value shall be released in favour of the supplier after supply of the entire consignment in good condition at stores/desired site, installation, testing, satisfactory commissioning of the equipments and imparting training for operation and on submission of bill in triplicate indicating basic price and GST amount separately as per Bill of Quantity(BoQ).

(ii) The payment quoted by the contractor inclusive of Freight, Insurance charges, Entry Tax, GST and other leaves as applicable.

iii) All the statutory deductions are applicable like Income tax, GST etc. are to deducted from the contract value.

24. PENALTY FOR DELAY IN COMPLETION OF CONTRACT

a) If the Supplier fails to deliver the equipments/ materials within the delivery schedule, specified in the contract including delivery time extension, if any, granted thereto, the Purchaser shall recover from the Supplier, penalty for a sum of half percent (0.5 percent) of the Basic price of the un-delivered equipment for each calendar week of delay or part thereof. For this purpose, the date of received challan shall be reckoned as the date of delivery. The total amount of penalty shall not exceed five percent (5%) of the basic price of the unit or units so delayed. Equipment will be deemed to have been delivered only when all its components and accessories as per technical Specification are also delivered. If certain components & accessories are not delivered in time, the equipment will be considered delayed until such time as the missing parts are delivered.

b) If the Supplier fails to rectify /replace the equipment/material within 30 days from the date of intimation of the defect, so noticed by the purchaser within the guarantee period then the penalty for sum of one half of the one percent (0.5%) of the total Purchase order amount for each calendar week of delay shall be recovered by the purchaser within the guarantee period. For this purpose, penalty date will start from the 30th. day from the date of issue of letter on defectiveness of equipment/material, so supplied, by the purchaser. The total amount of penalty in this case shall not exceed 5% (Five Percent) of the purchase order amount. If the defects so intimated will not be rectified by the supplier within the guarantee period, then whole of the performance security will be forfeited by the purchaser, without any intimation to the Supplier.

25. INSURANCE

The Supplier shall undertake insurance of stores covered by this Specification unless otherwise stated. The responsibility of delivery of the stores at destination in good condition rests with the Supplier. Any claim with the Insurance Company or transport agency arising due to loss or damage in transit has to be settled by the supplier. The Supplier shall undertake free replacement of materials damaged or lost, which will be reported by the consignee within 30 days of receipt of the materials at destination without waiting for the settlement of their claims with the carriers and underwriters.

26.PAYMENT DUE FROM THE SUPPLIER:

All costs and damages, for which the supplier is liable to the purchaser, will be deducted by the purchaser from any money, due to the supplier, under any of the contract (s), executed with the Superintending Engineer, Chikiti Irrigation Division, Berhampur.

27.BALANCE SHEET AND PROFIT & LOSS ACCOUNT:

Audited Balance Sheet and Profit & Loss Account of the bidder for the previous three years shall be enclosed to assess the financial soundness of the bidder(s).

28.SUPPLIER'S RESPONSIBILITY:

Notwithstanding anything mentioned in the Specification or subsequent approval or acceptance by the Purchaser, the ultimate responsibility for design, manufacture, materials used and satisfactory performance shall rest with the BIDDER. The Supplier(s) shall be responsible for any discrepancy noticed in the documents, submitted by them along with the bid(s).

29.VALIDITY

Prices and conditions contained in the offer should be kept valid for a minimum period of 90 (ninety) days from the date of opening of the tender, failing which the tender shall be rejected.

30.EVALUATION.

Evaluation of bids will be on the basis of the FOR-DESTINATION PRICE (By Road Transport) including Excise Duty, Sales Tax & other levies as may be applicable including GST. The Quoted Price shall consist of the following components

a) Ex-works price.

b) Packing & Forwarding charges.

c) Freight

d) Insurance.

e) Excise Duty.

f) other levies.

g) Mandatory spares, if any for maintenance of equipment. (At the discretion of the purchaser)

h) Test & Calibration charges, if any. .

i) Erection, testing and commissioning and training charges, if any.

j) Any other items, such as guarantee card and undertaking form for maintenance beyond guarantee period.

31.JURISDICTION OF THE HIGH COURT OF ODISHA.

Legal issues / `Suits, if any, arising out of this contract shall be filed by either Party in a court of Law to which the jurisdiction of High court of Odisha extends.

32.CORRESPONDENCES.

i) Any notice to the supplier under the terms of the contract shall be served by Registered Post or by e-mail or by hand at the Supplier's Principal Place of Business.

ii) Any notice to the Purchaser shall be served at the Purchaser's Principal Office in the same manner.

33.OFFICIAL ADDRESS OF THE PARTIES TO THE CONTRACT

The address of the parties to the contract shall be specified: -

i. **Purchaser**: Superintending Engineer, Chikiti Irrigation Division, Berhampur,
Pin. - **760004**, District-Ganjam. (Odisha)

ii. **Supplier:** Address
Telephone No. Fax No.

34. OUTRIGHT REJECTION OF TENDER

i. The tenderer shall submit the bid in electronic mode and item rate basis only.

ii. The tenderer shall furnish the tender cost and EMD/Bid security as applicable (on line).

iii. The Bid shall be accompanying relevant documents like Certificate of registration of Original Equipment Manufacturer (EOM) /Authorized Dealers/Distributor, channel partner of OEM, GST clearance certificate, PAN Card, No relation certificate, Affidavit and other documents as per Detailed Tender Call Notice (DTCN).

SECTION-III

GENERAL TECHNICAL SPECIFICATION

ANNEXURE "A"

TECHNICAL SPECIFICATION OF

45 KVA Liquid-COOLED DIESEL GENERATING SET

1. <u>DIESEL ENGINE:</u>

The Generator having diesel engine, 3 **cylinders**, developing 56 **BHP** @ 1500 rpm. Engine will be cooled by Liquid with blower fan of adequate capacity, fan guard, fan belts etc. The diesel engine shall be Vertical, electric start, Compression ignition, 4 strokes, designed to run continuously at 1500 RPM confirming to IS 10002, ISO-3046, BS 5514 Standard with an overload capacity of 10 % for one hour in every 12 hrs. of operation. Diesel Engine will comply with **present CPCB norms**.

The diesel engine comprising of following: -

- Starter motor
- Fuel pump with electronic Governor.

Governor

- Dry type air cleaner
- Residential Silencer

- First Fill of Lube oil
- Lubricant Oil filter (Replaceable element type)
- Fuel Oil filter (Spin on Type)
- Battery charging alternator

2. GEN-SET CONTROLLER:

Following indication / LCD display should be available in the Digital Genset controller:

- Lube oil pressure
- Battery voltage
- Engine RPM
- Fuel level in the day tank
- Engine Running hours indication
- AC Current
- AC Voltage
- AC Frequency
- AC Power metering
- suitable CTs for displaying the electrical parameters

Safety alarms required in the Digital Genset controller:

- High engine temperature
- Low lube oil pressure
- Low radiator water level
- Low fuel level
- Battery high voltage
- Under / over speed

Safety trips required in the Digital Genset controller:

- High engine temperature
- Low lube oil

Also the Digital Genset Controller should have Auto Start / Stop logic suitable to make AMF function possible in future if necessary.

Alternator:

The Alternator should be suitable to deliver rated output **45 KVA** at 1500 RPM, **462.5V**, 0.8PF (lag),50Hz, **3ph.** in SPDP enclosure, self- excited & self- regulated, Brushless. The alternator confirms to IS: 4722, BSEN 60034-1.

3) BASE FRAME:

Suitable to couple above Engine & Alternator made from steel sheet metal. Both the engine alternator shall be mounted on suitable base frame made of MS channel with necessary reinforcement which shall be installed on suitable cement concrete foundation and vibration isolation arrangement as per recommendation of manufacturer.

4) FUEL TANK:

Minimum 10 Hours Capacity, with Inlet & Outlet arrangement, air vent & drain plug arrangement. Diesel engine with MS class 'C' pipes of suitable dia. Complete with valves, level indications & accessories as required as per specifications. **The first Oil filled of will be provided by vendor.**

5) BATTERY:

12 V 130AH battery with Leads and battery cable.

Superintending Engineer
Chikiti Irrigation Division,
Berhampur

ANNEXURE – I

DECLARATION FORM

To

The Superintending Engineer, Chikiti Irrigation Division, Berhampur, District: - Ganjam

Sub: - Bid Identification No **– SE-CHID-32/2026-27**

Sir,

1. Having examined the above specification together with terms & conditions referred to therein * I/We the undersigned hereby offer to supply the materials/equipments covered therein complete in all respects as per the specification and General conditions, at the rates, entered in the attached contract schedule of prices in the Tender.
2. * I/We hereby undertake to have the materials/equipments delivered within the time specified in the Tender.
3. * I/We hereby guarantee the technical particulars given in the Tender supported with necessary reports from concerned authorities.
4. * I/We certify to have submitted the bid electronically by remitting the cost of tender and the required bid security as per clause 6 of the DTCN.
5. In the event of Tender, being decided in *my/our favour, * I/We agree to furnish the Performance Security in the manner, acceptable to the Superintending Engineer, Chikiti Irrigation Division, Berhampur, and for the sum as applicable to *me/us as per clause-19 of section-II of

this specification within 15 days of issue of letter of intent/purchase order failing which *I/We clearly understand that the said letter of Intent/Purchase order will be liable to be withdrawn by the purchaser, and the BID SECURITY deposited by us shall be forfeited by the officer concerned as per the competency.

Signed this day of 2026

Yours faithfully

Signature of the Tenderer
with seal of the company

[This form should be dully filled in by the Tenderers and uploaded at the time of submission of tender.]
* (Strikeout whichever is not applicable).

Signature of Tenderer:
Name, Designation, Seal

ANNEXURE-2

	State		Website	
	Telephone		Cell	
	Fax		Email	
Address				
	City		PIN	
	State		Website	
	Telephone		Cell	
	Fax		Email	

Signature of Bidder with Company Seal