Bid Identification No.S.E.E.C (R&B) 36/2026-27.

GOVERNMENT OF ODISHA

WORKS DEPARTMENT

DOCUMENTS FOR COVER - I

TECHNICAL BID DOCUMENTS / DETAILED TENDER CALL NOTICE FOR THE WORK

"Supply and Installation of Decorative Poles Street Light for Urban Road Lighting in the District of Baragada".

ESTIMATED COST: - Rs.83,12,856.00 (Excluding GST)

OFFICE OF THE
SUPERINTENDING ENGINEER ELECTRICAL CIRCLE (R&B)
NIRMAN SOUDHA BHUBANESWAR
E-mail seec.bbsr2010 @ gmail.com
Bid Identification No.S.E.E.C (R&B) 36/2026-27

No.___5062_____/Date_26.10.2026___/

The Superintending Engineer, Electrical Circle (R&B) Odisha, Bhubaneswar on behalf of the Governor of Odisha invites percentage rate bids in double cover system for E.I. works as detailed in the table given below.

Sl. No.	Name of the work	Approximate Estimated cost put to Tender (Rs.)	Cost of Bid Document	Bid Security	Class of Contractor	Period of Completion
1	Supply & Installation of Decorative Poles Street Light for Urban Road Lighting in the District of Baragada.	Rs.83,12,856.00 (Excluding GST)	Rs. 10,000.00 (Online)	Rs.83,129.00 (Online)	MV/HT or Above	6 (Six) Calendar months.

Date & Time of available of bid document in the portal / online: - From dt.29.10.2026 at 05.00 P.M. to dt.13.11.2026 up to 05.00 P.M.

Date of Opening: - dt.16.11.2026 at 11.30 A.M.

Name and address of officer inviting Bid: -Superintending Engineer, Electrical Circle (R&B) Odisha, BBSR.

Further details can be seen from the e-procurement portal: https://tendersodisha.gov.in.

-Sd/-
Superintending Engineer
Electrical Circle (R&B) Odisha, BBSR

Memo No__5063_____/ Date. __26.10.2026___/

Copy submitted to the Commissioner-cum-Secretary to Government of Odisha, Department of Works, Bhubaneswar for favour of kind information.

-Sd/-
Superintending Engineer
Electrical Circle (R&B) Odisha, BBSR

Memo No__5064____/ Date. _26.10.2026____/

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

-Sd/-
Superintending Engineer
Electrical Circle (R&B) Odisha, BBSR

Memo No__5065_____/ Date. __26.10.2026___/

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

-Sd/-
Superintending Engineer
Electrical Circle (R&B) Odisha, BBSR

Memo No__5066____/ Date. __26.10.2026____/

Copy submitted to the Chief Engineer, State e-Procurement Cell, Nirman Soudha, Bhubaneswar for favour of kind information

-Sd/-
Superintending Engineer
Electrical Circle (R&B) Odisha, BBSR

Memo No__5067___/ Date. __26.10.2026____/

Copy forwarded to the S.E. Baragada (R&B) Division for information and necessary action.

-Sd/-
Superintending Engineer
Electrical Circle (R&B) Odisha, BBSR

Memo No__5068___/ Date. __26.10.2026___/

Copy forwarded to the Manager (Advertisement) I & P.R. Department, Odisha, Bhubaneswar for information.

-Sd/-
SuperintendingEngineer
Electrical Circle (R&B) Odisha, BBSR

OFFICE OF THE
SUPERINTENDING ENGINEER ELECTRICAL CIRCLE (R&B)
NIRMAN SOUDHA BHUBANESWAR
E-mail seec.bbsr2010 @ gmail.com
Bid Identification No.S.E.E.C (R&B) 36/2026-27

No___5060____/Date__26.10.2026__/

The Superintending Engineer, Electrical Circle (R&B) Odisha, Bhubaneswar on behalf of the Governor of Odisha invites percentage rate bids for E.I. works which are to be received through online bidding, double cover system as detailed in :https://tendersorissa.gov.in. The details of bid documents will be available in the above website from dt.29.10.2026 at 05.00 P.M. to dt.13.11.2026 up to 05.00 P.M. The bidders must possess compatible Digital Signature Certificate of Class II or III. Bids received online shall be opened dt.16.11.2026 at 11.30 A.M. in the Office of the Superintending Engineer, Electrical Circle (R&B) Odisha, Bhubaneswar. Further details can be seen from the e-procurement portal www.tendersorissa.gov.in.

Addendum / Corrigendum, if required, will be available only in the Website.

-Sd/-
Superintending Engineer
Electrical Circle (R&B) Odisha, BBSR

Memo No__5061___/Date__26.10.2026____/

Copy along with soft copy and Bid Identification No. S.E.E.C (R&B) 36/2026-27 forwarded to the Manager (Advertisement), I & P.R Department, Odisha, Bhubaneswar for information and necessary action with a request to get it published in two nos. of leading Oriya Dailies and one no. of National English Daily News Paper at an early date for wide circulation of the tender call notice. A Complimentary copy of the News Papers containing the tender call notice may be sent to this office for reference and record.

Encl: - Bid Identification No.S.E.E.C (R&B) 36/2026-27 =1 No.

-Sd/-
Superintending Engineer
Electrical Circle (R&B) Odisha, BBSR

OFFICE OF THE
SUPERINTENDING ENGINEER ELECTRICAL CIRCLE (R&B)
NIRMAN SOUDHA BHUBANESWAR
E-mail seec.bbsr2010 @ gmail.com

No.__5123__/Date__27.10.2026__/

Corrigendum Bid Identification No.S.E.E.C (R&B) 36/2026-27

The tender invited vide Bid Identification No.S.E.E.C (R&B) 36/2026-27 for the following work has been modified are as follows.

Sl No.	Name of Work	Modification
1.	Supply & Installation of Decorative Poles Street Light for Urban Road Lighting in the District of Baragada.	1. The date and time available of bid documents in the portal/online shall be from dt.29.10.2026 at 05.00 P.M. to 05.11.2026 at 05.00 P.M. instead of 29.10.2026 at 05.00 P.M. to 13.11.2026 at 05.00 P.M. 2. The date of opening of the bid shall be 06.11.2026 at 11.30 A.M. instead of 16.11.2026 at. 11.30 A.M.

All other terms and conditions remain unchanged.

-Sd/-
Superintending Engineer
Electrical Circle (R&B) Odisha, BBSR

Memo No.__5124__/ Date.__27.10.2026__/

Copy submitted to the Chief Engineer, State e-Procurement Cell, Nirman Soudha, Bhubaneswar for favour of kind information.

-Sd/-
Superintending Engineer
Electrical Circle (R&B) Odisha, BBSR

Memo No.__5125____/ Date.__27.10.2026___/

Copy forwarded to the Superintending Engineer, Baragada (R&B) Division for information.

-Sd/-
Superintending Engineer
Electrical Circle (R&B) Odisha, BBSR

Memo No.__5126___/ Date.__27.10.2026___/

Copy forwarded to the Manager (Advertisement) I & P.R. Department, Odisha, Bhubaneswar for information.

-Sd/-
Superintending Engineer
Electrical Circle (R&B) Odisha, BBSR

CHECK LIST TO BE FILLED UP BY THE BIDDER

Sl. No	Particulars	Reference to Clause no.	Whether furnished		Reference to Page no.
			Yes	No	
01.	**Cost of tender paper Rs.10,000.00 (Online)**	D.T.C.N Clause No.04,10(a)			
02.	**E.M.D for Rs.83,129.00 (Online)**	D.T.C.N Clause No.06, 10(b)			
03.	MV/HT or Above Electrical Contractor having valid license from ELBO.	D.T.C.N Clause No.10(c)			
04.	Works Experience -	D.T.C.N Clause No.11(a) i			
05.	Copy of GST Registration Certificate and GSTIN	D.T.C.N Clause No. 11(b)			
06.	Copy of PAN Card	D.T.C.N Clause No. 11(c)			
07.	No Relationship Certificate in Schedule – A	D.T.C.N Clause No. 11(d)			
08.	List of projects executed that are similar in nature to the work (Schedule-D1)	D.T.C.N Clause No.11(e)			
09.	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer (Schedule-E)	D.T.C.N Clause No.11(f)			
10.	Affidavit (Schedule-F)	D.T.C.N Clause No.11(g)			
11.	Schedule-G	D.T.C.N Clause No.11(a) ii			
12	Schedule-C	D.T.C.N Clause No.11(h)			

N:B:

1. **If any of the bidders has any kind of queries regarding the tender they can communicate this office via e-Procurement Portal (**https://tendersodisha.gov.in**) within the bidding period.**
2. **Detailed BOQ (mandatory) along with the agreement copy (Mandatory) or 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 that particular bidder will be treated as disqualified.**

OFFICE OF THE
SUPERINTENDING ENGINEER ELECTRICAL CIRCLE (R&B)
NIRMAN SOUDHA BHUBANESWAR

CONTRACT DATA

A. GENERAL INFORMATIONS

Sl No.	Item	Details
01.	Bid Identification No.	Bid Identification No.S.E.E.C (R&B) 36/2026-27
02.	Name of the Work	Supply and Installation of Decorative Poles Street Light for Urban Road Lighting in the District of Baragada
03.	Officer inviting tender	Superintending Engineer, Electrical Circle(R&B), Odisha, Bhubaneswar.
04.	Executive Engineer concerned with head quarters authorised as Engineer-in-charge of this work.	Superintending Engineer, Baragada (R&B) Division.
05.	Accepting Authority	Superintending Engineer, Electrical Circle(R&B), Odisha, Bhubaneswar.
06.	Estimated Cost	Rs.83,12,856.00 (Excluding GST).

B. BID INFORMATION

07.	Intended completion period/Time period assigned for Completion as per clause 8 of DTCN				6 (Six) Calendar Months.
08.	Last Date & time of submission of Bid (Clause No. 2 of DTCN.)				Dt.05.11.2026 Time 5.00 PM
09.	Cost of Bid Document (Clause No. 4 of DTCN.)				
	To be remitted online				Rs.10,000.00
10.	E.M.D/ Bid Security (Clause No. 6 of DTCN.)				
	To be remitted online				Rs.83,129.00
11.	Additional Performance Security (Clause No.22 (iii) of DTCN.)				
	i	Amount	Sl No.	Range of difference between the estimated cost put to tender and the bid amount (ROPL)	Additional Performance Security to be deposited by the successful bidder
			1	Where the accepted bid price is such that the ROPL is up to (-)10%,	no additional performance security is required.
			2	where the accepted bid price is such that the ROPL is below (-)10% but not below (-)20%,	the additional performance security percentage shall be incremented by 0.2% for every percentage of ROPL below (-)10%; for avoidance of doubt, if ROPL is (-)13%, then APS shall be @ 0.2% x (13-10) = 0.6% of accepted bid price.
			3	where the accepted bid price is such that the ROPL is below (-)20% but not below (-)30%,	the additional performance security percentage shall be incremented by 0.3% for every percentage of ROPL below (-)20% in addition to 2% of the accepted bid price; for avoidance of doubt, if ROPL is (-)24%, then APS shall be @ 0.3% x (24-20) +2% = 1.2% + 2% = 3.2% of accepted bid price.
			4	Where the accepted bid price is such that the ROPL is below (-)30% or more,	the additional performance security percentage shall be incremented by 0.5% for every percentage of ROPL below (-)30% in addition to 5% of the accepted bid price; for avoidance of doubt, if ROPL is (-)37%, then APS shall be @ 0.5% x (37-30) + 5% = 3.5% + 5% = 8.5% of accepted bid price.
	ii	Pledged in favour of	Superintending Engineer, Baragada (R&B) Division.		
	iii	payable at	Baragada.		
	iv	Type of instrument	As specified in the Bid document.		

12.	Bid validity period (Clause No. 9 of DTCN.)	90 days
13.	Currency of Contract	Indian Rupees
14.	Language of Contract	English
15.	Similar Nature of work as per Clause of 11(a) DTCN	**Similar nature of work means: - a(i)** 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-storeyed Govt. Building/ Supply, Installation, Testing, Commissioning of Street Lights/ Solar Street Lights under State Govt/ Central Govt/ UT/PSU/Semi Govt. during last five financial year i.e. 2021-22, 2022-23, 2023-24, 2024-25, 2025-26 & Current Financial year whose value should not be less than **60% (Excluding GST)** of the estimated cost put to tender or **2 Nos. of similar work each costing not less than 40% (Excluding GST)** of the estimated cost put to tender or **3 Nos. of similar work each costing not less than 20% (Excluding GST)** of the estimated cost put to tender. The work should have been successfully completed & handed over in all respect duly inspected by the competent authority with full satisfaction to the department. Completion certificates are to be furnished from the Engineer-in-Charge not below the rank of an **Executive Engineer (Divisional Head or above)**. The completion certificate should clearly indicate name & details of work with value, date of commencement and date of completion. Detailed BOQ (mandatory) along with the agreement copy (Mandatory) or detailed BOQ (mandatory) along with 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 that particular bidder will be treated as disqualified. **a(ii).** Any similar nature of work which has been started before FY 2021-22 shall be treated as potential technical credential subjected to following conditions: ➢ The work should have been successfully completed & handed over in all respect duly inspected by the competent authority with full satisfaction to the department during last five financial years i.e. 2021-22, 2022-23, 2023-24, 2024-25, 2025-26 & Current Financial year. 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 FY:2021-22 is equal to or more than the financial credential mentioned above, the bidder shall furnish year wise price breakup **(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 fulfill the above-mentioned conditions, the particular technical credential shall not be considered in the technical evaluation. ➢ OEM authorization (Mandatory) for the work "Supply and Installation of Decorative Poles Street Light for Urban Road Lighting in the District of Baragada" from competent authority of the OEM for Pole and Light as per the approved make mentioned in the BOQ. If not submitted, then the bid of that particular bidder will be treated as disqualified.

Procedure to participate in online bidding e-procurement

1. PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL: The Contractor/Bidder intending to participate in the bid is required to register in the Portal using his /her active personal/ official e-mail ID as his Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc. He/ She has to submit the relevant information as asked for about the firm/ contractor. The portal registration of the bidder/ firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/ documents such as (i) PAN and (II) Registration Certificate (RC)/ GST Registration Certificate and GSTIN (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ GST Registration Certificate and GSTIN. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participated in the online bidding process.

Contractor not regisertered with Government of Odisha, can participate in the e-procurement after necessary enrolement in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.

a. To log on to the portal the Contractor/Bidder is required to type his/her *username* and password. *The* system *will again ask to* select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.

b. The tender documents uploaded by the Tender Inviting Officer in the website https://tendersodisha.gov.in will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the *homepage*. Only a small notification will be published in the newspaper specifying the work details along with *mention* of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or down load the bid documents from the web site.

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

d. The *software* application has the provision of payment of cost of tender document through payment

gateways of *authorized* bankers by directly debiting the account of the bidders.

1.1. Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enroll in the portal in the name and style of the joint venture company. It is mandatory that the DSC issued in the name of the authorized signatory is used in the portal.

1.2. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.

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

1.4. For submission of Bids through the E-Procurement Portal, the bidder shall up load the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The on line bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.

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

1.6. The bidder may ask question related to tender online in the e-procurement portal using his/her DSC, provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer inviting the Bid/ Procurement Officer-Publisher will clarify quarries related to the tender.

1.7. The details of drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Superintending Engineer as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to down load all the documents for preparation of his bid. It is not necessary for the part of the Bidder to up-load other Bid documents (after signing) while up-loading his bid. He is required to up load documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.

1.8. Any addendum / corrigendum/ cancellation of tender shall be published in the website https://tendersodisha.gov.in , notice board Only, and such notice shall form part of the bidding documents.

1.8.1. The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to which the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender inviting authority is not responsible for communication failure of system generated mail.

All the volumes/documents shall be uploaded / provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and up load the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ down loaded for the work in designated Cell and up loads the same in designated locations of Financial Bid. Bidders are to submit only the original BoQ uploaded by publisher after entering the relevant fields without any alteration/deletion/modification. Multiple BoQ submission shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than Zero value in the specified cells. In the percentage rate tender, the bidder quoting Zero value is valid and will be taken as Schedule of Rates. Submission of document shall be effected by using DSC of appropriate class.

2. PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS: The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data in online mode. Non-submission of bid security within the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.

2.1 The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document.

2.2 Deleted.

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

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

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

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

The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the final date and time of submission.The bidder shall only submit single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder 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.

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

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

3.2.1. The bids once submitted 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.

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

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

SUBMISSION OF BIDS:-

3.3. The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid and a Financial Bid. The Technical bid generally consists of GSTIN, PAN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works, work in hand, list of machineries and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/ undertaking including rebates.

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

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

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

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

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

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

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

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

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

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

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

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

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

3.17. The ‘Online bidder’ shall digitally sign on all statements documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished bythe

bidder is found to be false/ fabricated/ bogus, his EMD/BID Security shall stand forfeited and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

4. SECURITY OF BID SUBMISSION:

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

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

5. DEADLINE FOR SUBMISSION OF THE BIDS :

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

RESUBMISSION AND WITHDRAWAL OF BIDS :

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

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

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

6. LATE BIDS :

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

7. MODIFICATION AND WITHDRAWAL OF BIDS :

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

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

8. OPENING OF THE BID:

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

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

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

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

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

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

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

EVALUATION OF BIDS:-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. CLARIFICATION AND NEGOTIATION OF BIDS:

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

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

10. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

10.1. In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his e-mail ID.

10.2. The Employer/ Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This letter of Acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution and completion of the works by the contractor as prescribed by the contract and the amount of performance security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.

10.3. The Contractor after furnishing the required acceptable Performance Security and Additional Performance Security, " Letter of Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer-Publisher. The Procurement Officer-Publisher shall up load the summery and declare the process as complete.

10.4. If the L1 bidder does not turn up for agreement after finalisation of the tender then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium/ JV/firm where such an agency/ firm already happens to be or is going to be a partner/ member/

proprietor , he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action wll be initiated to blacklist him/ them. In that case, the L2 bidder, if fulfils other required criteria would be called for drawing agreement for execution of work subject to condition that the L2 bidder negotiates at par with the quoted by the L1 bidder, otherwise the tender will be cancelled.

11. BLOCKING OF PORTAL REGISTRATION

11.1 If the registration Certificate of the contractor is cancelled/ suspended by the registering authority/ blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.

11.2 The portal registration blocked in the ground mentioned in the above Para- 11.1 shall be unblocked automatically in receipt of revocation order of cancellation/ suspension/ blacklisting from the concerned authority.

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

11.3.1 Fails to furnish original Technical Documents before the designated officer within the stipulated date and time.

11.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period (including till the extended bid validity period)

11.3.3 Fails to execute the agreement within the stipulated date.

11.3.4 If any of the information furnished by the bidder is found to be false/ fabricated/ bogus.

Accordingly the officer Inviting Tender shall recommended to the Chief Manager (Tech) State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix-XXXIV of OPWD code Volume-II.

The minimum period of blocking of Portal Registration shall in no case be less than 180 days.

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

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

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

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

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

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

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

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

4. Banking arrangement:

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

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

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

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

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

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

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

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

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

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

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

6. Settlement of Cost of Tender Paper;

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

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

c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., **Cost of Tender Paper,** the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number.** The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.

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

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

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

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

8. Forfeiture of EMD :

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

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

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

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

9. Role of the Banks:

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

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

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

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

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

10. Role of State Procurement Cell:

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

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

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

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

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

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

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

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

11. Role of National Informatics Centre :

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

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

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

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

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

12. Role of Cyber Treasury :

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

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

13. Redressal of Public grievances :

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

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

14. Applicability and modification of existing rules / orders:

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

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

ANNXURE-I

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

	Cost of Tender Paper on submission of bids	**Earnest Money Deposit on submission of bids**
Government Departments	I. The payment towards the cost of Tender Paper, in case Government Departments shall be collected in separate Pooling accounts opened in Focal Point Branch called e-FPB of respective designated banks [as stated in Para 2] at Bhubaneswar on T+1_day. II. With reference to the Notice Inviting Tender/ Bid Identification Number, the amount so realized is to be remitted to Government Account under the Head Of Account 0075-Misc. General Services-800-Other Receipts-0097-Misc. Receipts-02237-Cost of Tender Paper through Odisha Treasury Portal after opening of the bid.	I. In case of tenders of Government Departments, amount towards Earnest Money Deposit on submission of bids shall be collected in a pooling account opened for this purpose at Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account within two working days on receipt of instruction from TIA through refund and settlement of e-procurement system. II. In case of forfeiture of Earnest Money Deposit on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.

	Cost of Tender Paper on submission of bids	**Earnest Money Deposit on submission of bids**
State PSUs Statutory Corporations, Autonomous Bodies and Local Bodies.	I. In case of State PSUs, Statutory corporations, Autonomous Bodies and Local Bodies etc. the amount towards **Cost of Tender Paper,** on submission of bids shall be collected in separated pooling accounts opened in Focal Point Branch called e-FPB of respective designated Banks at Bhubaneswar on T+1 days. II. The Paper cost will be transferred to the respective current accounts of concerned State PSUs, Statutory Corporation, Autonomous Bodies and Local Bodies etc. after opening of bid.	I. Amount towards **EMD** on submission of bids shall be collected in a separate pooling account of Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account on receipt of instruction from TIA through refund and settlement of e-procurement system within two working days from receipt of such instruction. II. In case of forfeiture of Earnest Money deposit on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.

DETAILED TENDER CALL NOTICE

******

1. Sealed **percentage rate** bids are invited on **ONLINE in double cover system** from MV/HT or Above Electrical Contractor having valid license from ELBO in prescribed form to be eventually drawn in P.W.D. **FORM P-1** for the **work "Supply and Installation of Decorative Poles Street Light for Urban Road Lighting in the District of Baragada"** at an estimated cost of **Rs.83,12,856.00 (Excluding GST) (Rupees Eighty three lakh twelve thousand eight hundred and fifty six)** only. The adopted format for percentage rate is same as that of the form adopted for **item rate** tenders but the word **"Item rate"** shall be replaced by **"Percentage rate"** and the contract will be named as **P-1. Bids from Joint Venture are not allowed.**
2. The Bid documents are available from official website of Government: **https://tendersodisha.gov.in** from **dt.29.10.2026 at 05.00 P.M. to dt.05.11.2026 up to 05.00 P.M. The last date and time of submission of Bid is as per contract data.**
3. The Technical Bid documents (Cover–I) will be opened by the assigned officer in the office of the Superintending Engineer, Electrical Circle(R&B), Odisha, Bhubaneswar at on **dt.06.11.2026** at **11.30 A.M.** in the presence of the bidders or their authorised representatives who wish to attend.
4. The cost of Bid documents is to be remitted online for Rs.10,000.00 towards cost of each bid respectively.
5. The bid is to be submitted in two covers.
   (i) Cover-I is to contain scanned GST Registration Certificate and GSTIN, from MV/HT or Above Electrical Contractor having valid license from ELBO, PAN card, undertaking/certificates duly filled-in, affidavit, work experience certificate and documents required as per the relevant clauses of this DTCN.
   (ii) Cover-II is to contain the price bid duly filled in and signed by the bidder.
6. The bidder shall remit the EMD/ bid security online as part of bid of the amount as specified in the **Contract Data**.
7. The lowest preferred bidder is required to produce documents viz original Registration certificate with detail description of job to be conducted by the firm, GST Registration Certificate, from MV/HT or Above Electrical Contractor having valid license from ELBO, GSTIN, PAN card after opening of Technical Bid for verification purpose in the latter stage, within five days from the date of opening of the tender (price bid). Furnishing scanned copy of such documents along with the Technical Bid is mandatory otherwise his/ her bid shall be declared as non responsive and thus liable for rejection.
8. The work is to be completed in all respects within the **time period** as specified in the **Contract Data**. Bidders whose bid is accepted must submit a work programme at the time of execution of Agreement.
9. (a) All bids received will remain valid for a period as specified in the Contract Data after the deadline date for submission of bids and validity of bids can also be extended if agreed to by the bidder and the Department.
   (b) After award of contract, contractors having License issued by other State Licensing Board should submit an endorsement as per clause 27 (b) of "Electrical Licensing Board Regulation Odisha 2014".
   (c) The agency shall have access to van-mounted aerial work platform having an operational working height of 10 meters or above for carrying out installation, maintenance and repair of street lights. The equipment may be owned or hired.
   (d) The bidder shall submit documentary proof of the availability of the van mounted aerial work platform such as ownership certificate & purchase bill/invoice bill or hiring / lease agreement or hiring certificate for 5 years.
   (e) The successful agency shall be responsible for repair/ maintenance/ replacement of products such as LED lights fixture and panel with its components, in case of any defect in order to restore the street lighting system for 5 years..
   (f) The repair or replacement shall be completed within 1 to 3 days from the date of receipt of the date of receipt of the intimation/ complaint from the Engineer-in-Charge. Failure to adhere to the stipulated timeline may attract action as per condition of the contract.
10. **ELIGIBILITY CRITERIA: -** To be eligible for qualification, applicants shall furnish the followings.
    a. Cost of Bid document as per Clause No.04.
    b. Required **E.M.D (Bid Security)** as per the **clause No. 06.**
    c. MV/HT or Above Electrical Contractor having valid license from ELBO
11. **QUALIFICATION CRITERIA**: - To qualify in technical evaluation, applicants shall furnish the followings

Experience: a(i) 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-storeyed Govt. Building/ Supply, Installation, Testing, Commissioning of Street Lights/ Solar Street Lights under State Govt/ Central Govt/ UT/PSU/Semi Govt. during last five financial year i.e. 2021-22, 2022-23, 2023-24, 2024-25, 2025-26 & Current Financial year whose value should not be less than **60% (Excluding GST)** of the estimated cost put to tender or **2 Nos. of similar work each costing not less than 40% (Excluding GST)** of the estimated cost put to tender or **3 Nos. of similar work each costing not less than 20% (Excluding GST)** of the estimated cost put to tender. The work should have been successfully completed & handed over in all respect duly inspected by the competent authority with full satisfaction to the department. Completion certificates are to be furnished from the Engineer-in-Charge not below the rank of an **Executive Engineer (Divisional Head or above)**. The completion certificate should clearly indicate name & details of work with value, date of commencement and date of completion. Detailed BOQ (mandatory) along with the agreement copy (Mandatory) or detailed BOQ (mandatory) along with 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 that particular bidder will be treated as disqualified.

a(ii). Any similar nature of work which has been started before FY 2021-22 shall be treated as potential technical credential subjected to following conditions:

- The work should have been successfully completed & handed over in all respect duly inspected by the competent authority with full satisfaction to the department during last five financial years i.e. 2021-22, 2022-23, 2023-24, 2024-25, 2025-26 & Current Financial year. 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 FY:2021-22 is equal to or more than the financial credential mentioned above, the bidder shall furnish year wise price breakup **(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 fulfill the above-mentioned conditions, the particular technical credential shall not be considered in the technical evaluation.
- OEM authorization (Mandatory) for the work "Supply and Installation of Decorative Poles Street Light for Urban Road Lighting in the District of Baragada" from competent authority of the OEM for Pole and Light as per the approved make mentioned in the BOQ. If not submitted, then the bid of that particular bidder will be treated as disqualified.

b. GST Registration Certificate and GSTIN.
c. PAN card.
d. CERTIFICATE OF NO RELATIONSHIP (SCHEDULE-A) with dated signature of the bidder and the bidder should strike out the facts which is not applicable.
e. WORKING EXPERIENCE D-1. LIST OF SIMILAR NATURE OF PROJECTS EXECUTED (SCHEDULE-D1) with dated signature of the bidder.
f. INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERED OR ABANDONMENT OF WORK BY THE TENDERER (SCHEDULE-"E") with dated signature of the bidder.
g. (SCHEDULE-F) in shape of Court Affidavit executed during the bid period.
h. (Schedule-C) Certificate of Tool and Plants.

All Schedule i.e. A, C, D1, E , F & G will be completed in full shape.

Note:- Submission of uncompleted documents or failing to furnish any of the above documents the bid shall liable for rejection.

12. An applicant whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of the bid, shall be debarred from qualification. The bidder is to furnish scanned copy an **affidavit** at the time of submission of bid about the authentication of bid documents. An **affidavit** to this effect is to be furnished in **Schedule-F**. **Non furnishing** of the scanned copy of information in **Schedule - E** and required Court affidavit in **Schedule – F**, the bid document will be **summarily rejected.**

13. **No Relation certificate.**
The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.W.D. or Assistant/Under Secretary & above in the Works Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable to make good the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide Schedule-A.

14. The bidder should qualify the Criteria of Similar nature of work as mentioned in Contract Data failing which the bid is liable for rejection.

15. If an individual makes the application, the individual should sign above his full type written name and current address.

16. If the application is made by proprietary firm, it shall be signed (with DSC) by the proprietor & furnish full type written name and the full name of his firm with its current address in a forwarding letter.

17. Deleted.

18. The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wordings will not be accepted.

19. No bidder will be permitted to furnish their bid in their own manuscript papers. All information should be submitted online in English.

20. Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.

21. **A. Percentage rate contract (vide Works Department letter no.8310 dt.17.05.2006).**
In case of Percentage Rate tender:-

(i) The contractor has to quote percentage excess or less over the estimated cost in the Price Bid appended to the tender document. The estimated cost is excluding GST. The rates of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates.

(ii) The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in a separate letter duly scanned shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the **Bid Identification No., Name & Sl. No. of the work (as per IFB)** to which they refer.

(iii) The Contractor will quote percentage excess/less up to two decimal point only. If he writes the percentage excess/less up to three or more decimal points, the **second** decimal point shall only be considered without rounding off (vide Works Department O.M No- 7885 dtd. 23.07.2013.).

(iv) In the contract P-1 time is the essence. The contractor is required to maintain a certain rate of progress specified in the contract.

(v) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.

(vi) The period of completion is fixed and can not be altered except in case of exceptional circumstances with due approval of next higher authority.

(vii) Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill.

B. GST as applicable on works contract shall be paid over the bill amount at the time of payment of bill.

22. (i) Amendment of Codal & Contractual Provisions of threshold negative bid caps (15%) introduced in Appendix-IX, Clause 36 of OPWD Code Volume-II is to be applicable as per the Works Department Office Memorandum No.173 dtd.03.01.2026 & O.M. No.632 dtd.09.01.2026 (Decimals up to two numbers will be taken for all practical purpose) either at the estimated cost put to tender or less than the estimated cost put to tender, tender accepting authority will finalize the tender through a transparent lottery system where all bidders / their authorized representatives, the concerned Superintending Engineer/Executive Engineer and DAO will remain present.

(Amendment to Appendix-IX, Clause-36 of OPWD Code Vol.-II)
(by inclusion vide O.M.No.173 dt.03.01.2026 & O.M. No.632 dtd.09.01.2026).

~~**(ii)** 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 per 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~~. (Deleted).

(iii) Amendment to Para-3.5.5 (v) of OPWD Code Volume-I by inclusion.
(Additional performance Security)

Additional Performance Security shall be obtained from the bidder, when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price / rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as **Additional Performance Security**(APS) in shape of **Term Deposit Receipt** pledged in favour of Divisional Officer/ Bank Guarantee in favour of the Divisional officer from any Nationalized / Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of letter of acceptance (LOA) by the Divisional officer (by e-mail) to the successful bidder, otherwise the bid of the successful bidder shall be cancelled and the earnest money Deposit / Bid security shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder (As amended vide O.M. No.14459 dt.20.09.2018 of Works Deptt. Govt. of Odisha **has been modified with O.M. No.173 Dt.03.01.2026 & O.M. No.632 dtd.09.01.2026 of Works Dept., Govt. of Odisha)**.

If the Contractor fails to complete the work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any to be imposed.

(Amendment to Para-3.5.5 (V) Note-II of OPWD Code Vol.-I by substitution of O.M. No.14299 dt.03.10.2017 in place of O.M. No.5288 dt.04.05.2016 **has been modified with O.M. No.173 Dt.03.01.2026 & O.M. No.632 dtd.09.01.2026 of Works Dept., Govt. of Odisha**).

Modified O.M. No.173 Dt.03.01.2026 & O.M. No.632 dtd.09.01.2026 :

Amended vide O.M. No.173 Dt.03.01.2026 & O.M. No.632 dtd.09.01.2026 of Works Dept., Govt. of Odisha to fix the following rate of Additional Performance Security (APS).

Amended Vide Works Department Office Memorandum No. 17941 dt.08.10.2026.

Sl No.	**Range of difference between the estimated cost put to tender and the bid amount (ROPL)**	**Additional Performance Security to be deposited by the successful bidder**
i.	Where the accepted bid price is such that the ROPL is up to (-)10%,	no additional performance security is required.
ii.	where the accepted bid price is such that the ROPL is below (-)10% but not below (-)20%,	the additional performance security percentage shall be incremented by 0.2% for every percentage of ROPL below (-)10%; for avoidance of doubt, if ROPL is (-)13%, then APS shall be @ 0.2% x (13-10) = 0.6% of accepted bid price.
iii.	where the accepted bid price is such that the ROPL is below (-)20% but not below (-)30%,	the additional performance security percentage shall be incremented by 0.3% for every percentage of ROPL below (-)20% in addition to 2% of the accepted bid price; for avoidance of doubt, if ROPL is (-)24%, then APS shall be @ 0.3% x (24-20) +2% = 1.2% + 2% = 3.2% of accepted bid price.
	Where the accepted bid price is such that the ROPL is below (-)30% or more,	the additional performance security percentage shall be incremented by 0.5% for every percentage of ROPL below (-)30% in addition to 5% of the accepted bid price; for avoidance of doubt, if ROPL is (-)37%, then APS shall be @ 0.5% x (37-30) + 5% = 3.5% + 5% = 8.5% of accepted bid price.
Note: The Additional Performance Guarantee/ Security shall be treated as part of the performance security.		

23. 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.

24. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.

25. i) Schedule of quantities are accompanied in Cover-II (Price Bid). It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the Contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.

ii) The quantity mentioned can be increased or decreased to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above, prior approval of competent authority is mandatory before making any payment.

26. The authority reserves the right to reject any or all the tenders received without assigning any reasons there-of what so ever.

27. The bid security (earnest money) will be retained and dealt with as per the terms and conditions of the OPWD Code**.**

28. i) The bidder/tenderer whose bid has been accepted will be notified of the award by the Engineer-in- charge prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the “Letter of Acceptance”) will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (Hereinafter and in the contract called the “Contract Price”).

ii) The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) in form of Fixed deposit receipt of Schedule Bank/Kissan Vikash Patra/Post Office Savings Bank Account/National Savings Certificate/Postal Office Time Deposit Account and additional performance security as per Clause **23** of DTCN duly pledged in favour of the **Executive Engineer and payable at** the place as specified in the **Contract Data** and sign the agreement in the **PWD Form P-1** for the fulfillment of the contract in the office of the **Executive Engineer and payable at** the place as specified in the **Contract Data** or as directed. The security deposit and the amount withheld according to the provision of P1

agreement shall be retained as security for the due fulfillment of this contract and additional performance security in accordance with the provisions of the agreement.

iii) The agreement will incorporate all correspondence between the officer inviting the bid/Engineer-in-Charge and the successful bidder. Within 15 days following the notification of award along with the Letter of Acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement.

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

b) Standard P.W.D. Form **P-1** with latest amendments.

iv) Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the **Bid Security (earnest money)** .No **contract (tender)** shall be finally accepted until the required amount of initial security deposit and additional performance security deposit are received by the Engineer-in-Charge. The security will be refunded after **one year** of completion of the work and payment of the final bill and will not carry any interest.

v) As concurred by Law Department & Finance Department In their U.O.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where bidders/tenderers back out from the offer before acceptance of tender by the competent authority.

vi) **Ammendment to Para 3.5.18 Note – viii of OPWD Code Vol.-I**
Before acceptance of tender, the successful bidder will be required to submit a work programme and mile stone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the mile stone liquidated damage will be imposed.

29. That for the purpose of jurisdiction in the event of disputes if any of the contract would be deemed to have been entered in to within the State of Odisha and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Odisha.

30. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.

31. Bidders are required to abide by the fair wages clause as introduced by Govt. of Odisha, Works Department Letter No.-VIII-R 8/5225 Dtd. 26.02.55 and No.IIM- 56/628842(5) Dtd.27.09.61 as amended from time to time.

32. In case of any complaint by the labour working about the non payment or less payment of his wages as per latest minimum Wages Act, the Executive Engineer 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 office of the Govt. The contractor shall not employ child labour. The decision of the Executive Engineer is final and binding on the contractor.

33. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.

(i) Rent, royalties and other charges of materials, including all taxes as applicable, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the bidders for Collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.

(ii) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.

(iii) Suitable water supply including pipe water supply wherever available for the staff and labour.

(iv) Fees and duties levied by the municipal, canal or water supply authorities.

(v) Suitable equipments and wearing apparatus for the labour engaged in risky operations.

(vi) Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.

(vii) Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also become payable due to operation of the workmen compensation act.

(viii) The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.

34. After the work is finalized, 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, this should be inclusive of the rate.

35. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The percentage rate to be quoted should be inclusive of carriage of all materials and incidental item of works.

36. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works, extra quantity of any item besides agreement quantity unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
37. The bidder shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150 dtd.25.11.57.
38. Bid documents consisting of specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the Superintending Engineer Electrical Circle(R&B) during office hours everyday except on Sundays and Public Holidays till last date of sale and receipt of bid documents. Interested bidders may obtain further information at the same address. But it must be clearly understood that the bids must be received in order and according to the instructions.
39. Bidders are required to go through each clause of P.W.D. Form **P-1** and related clauses of O.P.W.D Code carefully in addition to the clause mentioned herein before tendering. In case of ambiguity, the clauses of P.W.D Form **P-1** and related clauses of O.P.W.D Code with latest amendments shall **supersede** the condition of **D.T.C.N.** before tendering.
40. Progress report: The contractor/ manufacturer shall submit fortnightly progress reports in a format as may be prescribed by the engineer-in-charge.
41. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
42. The Department 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.
43. Concrete should be machine mixed unless otherwise ordered in writing by the Executive Engineer. The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.
44. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.
45. The contractors 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. The materials shall conform to IS (latest) and of reputed make (to be approved by engineer in charge) and erected as per IS/TAC/ NFPA/NBC/IE Rule specification / standards also as per guide lines of local fire authority(LFA), electrical inspector. No extension of time will be granted on the application of the bidder due to delay in procurement of materials. The preliminary drawings and plan of work shall be submitted by the successful bidder to the Engineer-in-charge before commencement of work and final drawings are to be submitted after successful completion of work.
46. The bidder will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
47. The bidder shall train up at least 2 persons to attend the emergency situations at site(free of cost)
48. 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.
49. 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.
50. Unilateral stoppage of work: Unilateral stoppage of work by the contractor without prior 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.
51. Resident engineer: The contractor/manufacturer shall engage for this work competent qualified and authorized resident engineers and assistants to the satisfaction of 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.
52. 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 Orissa. 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.
53. Rate quoted should be fairly reasonable. Rates being abnormal, super-factuous and unworkable rates are liable for rejection.
54. 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 SR will be paid on actual analysis after being approved by the engineer-in-charge.
55. The contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance.
56. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing free of cost as directed by the Engineer-in-Charge and bear the entire cost of the test.

57. No claim for carriage of water what-so-ever will be entertained as this has been included in the estimate and the bidder has to quote his / their rate accordingly.

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

59. **Amendment of existing Clauses** :- By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat/ rice referred to above, medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials, octroi ,other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in –Charge of the work and his authorized subordinates. After acceptance of the contract rate Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors. The rates quoted by the Contractor shall be excluding GST. GST as applicable for works contract shall be payable to Contractor on bill amount.

60. The prevailing percentage of I. T. Department of the gross amount of the bill towards income tax will be deducted from the contractor's bill.

61. Prevailing rate of TDS on GST as applicable under Act on the gross amount of the bill will be deducted from the contractor's bill as tax deduction at source (TDS) as per rules.

62. CESS @ 1 (one)% of the amount of the each bill shall be proportionately deducted from the Contractor's bill at the time of making payment of each bill.

63. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.

64. Under section 12 of contractors labour (Regulation and Abolition) Act. 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.

65. **Sample of all material -** The contractor shall supply sample of all materials fully before procurement for the work for approval of the engineer-in-charge.

66. Any defects, shrinkage or other faults which may be noticed within **12 (twelve) months** from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The defect liability period for the work is **12 (twelve) calendar months** from the date of successful completion of the work.

67. 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 repairs occasioned or rendered necessary to the same by fire or other causes and they 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 work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.

68. **No escalation:** The amount quoted price shall remain firm and fixed until the completion of the project.

69. Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue an Site Order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the P.W.D. Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The Site Order Book shall be the property of the P.W.D. and shall not be removed from the site of work without written permission of the Engineer (Executive Engineer) and to be submitted to the Engineer-in-charge every month.

70. No part of the contract shall be sublet without written permission of the concerned Executive Engineer or transfer be made by power of Attorney authorizing others to receive payment on the contractor's behalf.

71. The contractor should attach the certificate in token of payment deposit with the registration authority as per recent circular of the Government relating to his registration.

72. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.

73. The rate quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the bridge site etc. are the responsibility of the contractor.

74. The concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rate will be inclusive of this.

75. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.

76. Number of tests as specified in I.R.C./MoSRT&H/I.S.I specification required for the construction of roads /bridges / buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.

77. Even qualified criteria are met, the bidders can be disqualified for the following reasons, if enquired by the Department

(a) Making a false statement or declaration.

(b) Past record of poor performance.

(c) Past record of abandoning the work half way/ recession of contract.

(d) Past record of in-ordinate delay in completion of the work.

(e) Past history of litigation.

78. Even qualified criteria are met, the bidders can be disqualified for the following reasons, if enquired by the Department

(a) Making a false statement or declaration.

(b) Past record of poor performance.

(c) Past record of abandoning the work half way/ recession of contract.

(d) Past record of in-ordinate delay in completion of the work.

(e) Past history of litigation.

79. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.

80. In case the 1st lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tender for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from disincentivising the tenderer.

81. ADDENDUM TO THE CONDITION OF P1 CONTRACT

Clause-2 (a) of P-1 Contract:-TIME CONTROL (Vide Works Department Office Memorandum No.24716 dt.24.12.2005 and No.8310 dt.17.05.2006):-

2.1. Progress of work and Re-scheduling programme.

2.1.1. The Executive Engineer / Engineer- in- Charge shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

2.1.2. As per amendment to Para-3.5.18 Note-VIII of O.P.W.D. Code Volume-I, before acceptance of the tender. The successful bidder will be required to submit a work programme and Milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on part of the agency to achieve the Milestone Liquidated damages will be imposed.

2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole time allowed under the contract has elapsed, ½ of the whole of the work before ½ of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.

2.1.4. If at any time it should appear to the Engineer-in-Charge that the actual process of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the Engineer-in-Charge, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

2.1.5. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

2.1.6. The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

2.2. Extension of the Completion Date.

2.2.1. The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.

2.2.2. As soon as possible after the Contract is concluded the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.

2.2.3. In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

i) Force majeure, or
ii) Abnormally bad weather, or
iii) Serious loss or damage by fire, or
iv) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
vi) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
vii) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

2.2.4. Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

2.2.5. In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

2.3. Compensation for Delay.

2.3.1. If the contractor fails to maintain the required progress in terms of clause 2 **of P-1 Contract** or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Superintending Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 2 **of P-1 Contract** or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month for delay of work, delay to be completed on per Day basis.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in contract data, (which is in this case the original work programme furnished by the Contractor and approved by the Engineer-in-Charge which formed a part of agreement) or the rescheduled milestone(s) in terms of Clause 2.5 **of P-1 Contract**, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest whatsoever shall be payable on such withheld amount.

2.4. Bonus for early completion

2.4.1 Amendment to Para 3.5.5 (v) Note – iii of OPWD Code Vol.-I by inclusion

For availing Incentive Clause in any project which is completed before the stipulated date of completion, subject to other stipulations it is mandatory on the part of the concerned Executive Engineer to report the actual date of completion of the project as soon as possible through Fax or

e-mail so that the report is received within 7 (seven) days of such completion by the concerned Superintending Engineer, Chief Engineer & the Administrative Department.

The incentive for timely completion should be on a graduated scale of 1 (one) percent to 5 (five) percent of the contract value. Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale.

- Before 30% of contract period =5% of Contract Value
- Before 20% to 30% of the contract period = 4% of contract value.
- Before 10% to 20% of the contract period = 3 % of contract value.
- Before 5% to 10% of the contract period = 2% of contract value.
- Before 5% of the contract period = 1% of contract value.

The amount of bonus, if payable shall be paid along with final bill after completion of work.

2.5 Management Meetings.

2.5.1. Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

2.5.2 The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

Clause-2 (b) of Percentage Rate P-1 Agreement: - Rescission of Contract (Amendment as per letter No.10639 dt.27.05.2005 of Works Department, Odisha):-

To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence), 20% of the value of left over work will be realised from the contractor as penalty.

82. A contractor may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Contractors vide letter no.3365 dt.01.03.2007 of Works Department, Odisha.

As per said amendment a Contractor may be blacklisted

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

(ii) Involvement in any sort of tender fixing.

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

(iv) Persistent and intentional violation of important conditions of contract.

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

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

(vii) Non submission of Additional Performance Security (APS) within stipulated period as specified in Clause 23 (iii) as per Works Department Office Memorandum No.14402 dtd.06.10.2017.

83. World Bank's Anti-Corruption Guidelines (ACG) is applicable for the tender. Firms debarred by the World Bank are not eligible to participate in this tender.

83 (Eighty-three) clauses only.

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 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.

Tick out (√) which is applicable

Signature of the Tenderer

SCHEDULE-C

CERTIFICATE OF TOOLS AND PLANTS

I/We hereby certify that the following tools and plants, machineries and vehicles are in my /our possession in working orders.

(i)

(ii)

(iii)

(iv)

(v)

Signature of Tenderer

N:B:. The bidder shall submit documentary proof of the availability of the van mounted aerial work platform such as ownership certificate & purchase bill/invoice bill or hiring / lease agreement or hiring certificate for 5 years.

SCHEDULE-D1

WORKING EXPERIENCE

D-1. LIST OF SIMILAR NATURE OF PROJECTS EXECUTED

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Actual date of completion of the work	Reasons for delay in starting/ completion, if any.
1	2	3	4	5	6	7	8

*Attach certificate(s) from the Engineer(s)-in-Charge

Signature

SCHEDULE-"E"

INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERED OR ABANDONMENT OF WORK BY THE TENDERER

1.	a)	Is the tenderer currently involved in any litigation relating to the works.	Yes / No
	b)	If yes: give details:	
2.	a)	Has the tenderer or any of its constituent partners 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 partners 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 concealed, qualification application will be summarily be rejected.

Signature

SCHEDULE -F

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 / I** have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us / me for such works have been rescinded during the last five years prior to the date of this bid.

3.The undersigned hereby authorised 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.

5.That the document submitted by me/ our firm for the work **"Supply and Installation of Decorative Poles Street Light for Urban Road Lighting in the District of Baragada" is** correct & best of my knowledge.

(Signed by an Authorised Officer of the firm or Bidder)

Date:

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.

Signature of the authority with seal.
Date:

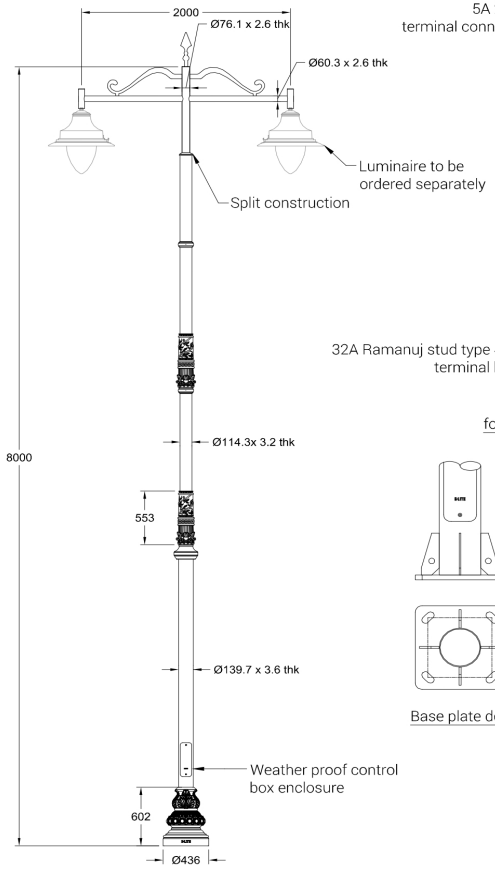
Reference for Foundation Drawing

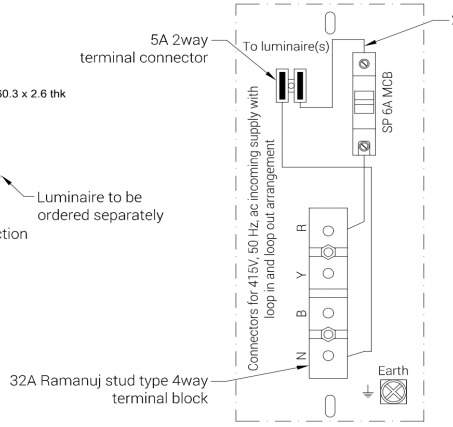


IF IN DOUBT ASK. DO NOT SCALE.

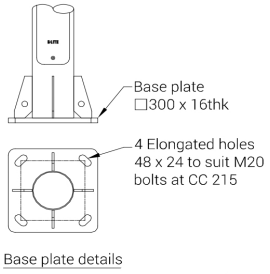
ALL DIMENSIONS ARE IN MM

DWG. CODE.
SHEET No. : 1 of 1

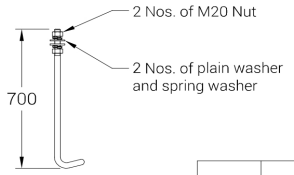




Circuit diagram in electrical junction box for 415V, 50Hz, ac, three phase, four wire system with Ramanuj stud - connector



Base plate details



Foundation bolt
Qty - 4 sets / pole

Salient Features: -

1. Material for tubes : Steel of grade YSt 210 GI PIPE.
2. Material for base plate : Steel of grade E250 to IS 2062 : 2011.
3. Foundation bolt : Grade 4.6.
4. Bracket is split construction.
5. Built-in control box with cast aluminium service door .
6. The control gear tray only is prewired with 2.5 sq.mm cable, MCB & terminal connectors for loop-in loop-out arrangement.
7. Entire pole is shot blasted and coated with pure polyester powder coating or epoxy zinc phosphate primer and finished using environmentally stable polyurethane based paint.
8. Our scope is for manufacture and supply of pole to the extent indicated in this drawing. Including electrical components and intersection shown in the circuit diagram for electrical junction box.

Note: -

1. Other than above mentioned cables and connection are not in our scope.
2. Luminaire shown in the drawing is only indication, it does not form part of supply.

REV. No.	REVISION DETAILS	DATE	REVISED	CHD	APPD

CHECKED	APPROVED		SCALE 1 : 60	MATERIAL -

OUTLINE DRAWING FOR

REV 00 | SHEET 1 of 1

GOVERNMENT OF ODISHA

WORKS DEPARTMENT

******

OFFICE MEMORANDUM

No. 07764600022025 173 /W., Bhubaneswar Dt. 03/01/20

Sub:- Amendment of Codal & 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:

1. Additional performance security shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as under:

I. **where the bid price 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 this additional performance guarantee percentage shall be applied on the bid price;

III. **where the bid price is 20% or more below of 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 bid price is below 0.5% or 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 bid 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 Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses 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 analyses, 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.

2. These amendments shall take effect from the date of issue of the O.M.

3. Accordingly, the relevant existing codal/contractual provision stands modified with effect from the date of issue of this O.M.

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

By order of the Governor

Principal Secretary to Government

Memo No. 174 /W, dated 03/01/26

Copy along with soft copy forwarded to Gazette Cell, Commerce and Transport (Commerce) Department, Bhubaneswar, for information and necessary action.

They are requested to publish the Office Memorandum in the extraordinary issue of the Gazette and supply 20 (twenty) copies to this Department.

03.01.26

EIC-cum-Special Secretary to Government

Memo No. 175 /W., Dt. 03/01/26

Copy forwarded to the P.S. to the Hon'ble Chief Minister, Odisha for the kind information of the Hon'ble Chief Minister.

03.01.26

EIC-cum-Special Secretary to Government

GOVERNMENT OF ODISHA

WORKS DEPARTMENT

******

OFFICE MEMORANDUM

No. 07764600022025 632 /W., Bhubaneswar Dt. 9.1.26

Sub- 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

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 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 .....***"

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 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.

3. 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 per 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.

4. 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 provisions In Appendix-IX, Clause 36 of OPWD Code Volume-II.

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

By order of the Governor

Principal Secretary to Government

FIN-WF1-MISC-0102-2025/1/2026

Memo No. 633 /W, dated 9.1.26

Copy along with soft copy forwarded to Gazette Cell, Commerce and Transport (Commerce) Department, Bhubaneswar, for information and necessary action.

They are requested to publish the Office Memorandum in the extraordinary issue of the Gazette and supply 20 (twenty) copies to this Department.

09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 634 /W., Dt. 9.1.26

Copy forwarded to the P.S. to the Hon'ble Chief Minister, Odisha for the kind information of the Hon'ble Chief Minister.

09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 635 /W., Dt. 9.1.26

Copy forwarded to the P.S. to the Hon'ble Minister, Law, Works, Excise, Odisha for the kind information of the Hon'ble Minister.

09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 636 /W., Dt. 9.1.26

Copy forwarded to the OSD to the Chief Secretary, Odisha, for the kind information of the Chief Secretary, Odisha.

09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 637 /W., Dt. 9.1.26

Copy forwarded to Sr. P.S. to the DC-cum-ACS, Odisha, for the kind information of the DC-cum-ACS, Odisha.

09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 638 /W., Dt. 9.1.26

Copy forwarded to Principal Accountant General (A&E), Odisha, Bhubaneswar/ Principal Accountant General (E & SR Audit), Odisha, Puri Branch, Puri for kind information and necessary action.

09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 639 /W., Dt. 9.1.26

Copy forwarded to P.S. to the Principal Secretary to Govt., Finance Department/ H & UD Department/ Works Department for the kind information of the Principal Secretary, Finance Department/ H & UD Department/ Works Department respectively.

09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 640 /W., Dt. 9.1.26

Copy forwarded to P.S. to the Commissioner-cum-Secretary to Govt., RD Department/ PR&DW Department for the kind information of the Commissioner-cum-Secretary, RD Department/ PR&DW Department respectively.

09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 641 /W., Dt. 9.1.26

Copy forwarded to the Finance Department/ H & UD Department/ RD Department/ PR&DW Department/DoWR/ all other Departments for information and necessary action.

09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 642 /W., Dt. 9.1.26

Copy forwarded to the FA-cum-Special Secretary to Government, Works Department for kind information and necessary action.

09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 643 /W., Dt. 9.1.26

Copy forwarded to all Collectors & DMs for information and necessary action.

09.01.2026

EIC-cum-Special Secretary to Government

FIN-WF1-MISC-0102-2025/1/2026

GOVERNMENT OF ODISHA

WORKS DEPARTMENT

******

OFFICE MEMORANDUM

No. 07764600022025 17941 **/W., Bhubaneswar Dt.** 8.10.26

Sub:- Amendment of Codal & Contractual Provisions.

Earlier, the provisions of threshold negative bid caps of 15% introduced in Appendix-IX, Clause 36 of OPWD Code Vol.-II had been abolished, and the system of incremental Additional Performance Security (APS) was adopted vide Works Department O.M. No.173/W., dated 03.01.2026 in the procurement of Works undertaken by Government of Odisha and its agencies to ensure that the procurement process results in a viable and successful manner.

Subsequently, a clarification vide Works Department O.M. No. 632/W., dated 09.01.2026, and a corrigendum No. 14560/W., dated 11.08.2026, were issued on the subject.

Considering the continuing trend of quoting of abnormally low bids in procurement of Works, Government, after careful consideration, have been pleased to further review the issue of abnormally low bid prices.

Now, therefore, in supersession of Works Department O.M. No.173, dated 03.01.2026, O.M. No.632/W., dated 09.01.2026 and Corrigendum No.14560/W., dated 11.08.2026, it has been decided that the Additional Performance Security (APS) shall be obtained from the selected bidder, on an incremental basis, where the accepted bid price is lower than the Cost Put to Tender, in the following manner:

1. The Additional Performance Security (APS) shall be calculated as a percentage of the accepted Bid Price of the selected bidder.
2. For the purpose of determining the APS, the percentage by which the accepted Bid Price is lower than the Cost Put to Tender shall be calculated and rounded off.
3. The rounded-off percentage so determined shall be referred to as the Rounding Off of Percentage Less (ROPL) of accepted Bid Price and shall form the basis for calculation of the APS in accordance with the applicable incremental rate prescribed under this Office Memorandum.
4. Rounding Off of Percentage Less (ROPL) of accepted Bid Price, i.e. the percentage by which the accepted Bid Price is less than the Cost Put to Tender, shall be as follows:

    - Where the decimal fraction is less than 0.50, the percentage shall be rounded off to the next lower whole percentage.

- Where the decimal fraction is 0.50 or above, the percentage shall be rounded off to the next higher whole percentage.
- For avoidance of doubt, 13.25% less shall be reckoned as 13% less, whereas 13.50% less shall be reckoned as 14% less, for the purpose of determining the applicable APS under this Office Memorandum.

5. Calculation of Additional Performance Security:
   - Where the accepted bid price is such that the ROPL is up to (-)10%, no additional performance security is required.
   - where the accepted bid price is such that the ROPL is below (-)10% but not below (-)20%, the additional performance security percentage shall be incremented by 0.2% for every percentage of ROPL below (-)10%; for avoidance of doubt, if ROPL is (-)13%, then APS shall be @ 0.2% x (13-10) = 0.6% of accepted bid price.
   - where the accepted bid price is such that the ROPL is below (-)20% but not below (-)30%, the additional performance security percentage shall be incremented by 0.3% for every percentage of ROPL below (-)20% in addition to 2% of the accepted bid price; for avoidance of doubt, if ROPL is (-)24%, then APS shall be @ 0.3% x (24-20) +2% = 1.2% + 2% = 3.2% of accepted bid price.
   - Where the accepted bid price is such that the ROPL is below (-)30% or more, the additional performance security percentage shall be incremented by 0.5% for every percentage of ROPL below (-)30% in addition to 5% of the accepted bid price; for avoidance of doubt, if ROPL is (-)37%, then APS shall be @ 0.5% x (37-30) + 5% = 3.5% + 5% = 8.5% of accepted bid price.
6. The additional performance security shall be treated as part of the performance security.
7. The provision of additional performance security shall be applicable to all forms of tender except Turnkey Tender.
8. Justification for abnormally low bids shall be scrutinized by the Technical Committee and recommended to the Competent Authority for Acceptance of Tender as per Para 6.3.15 of OPWD Code, Vol-I for the approval of the Additional Performance Security (APS). An abnormally low bid 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 Entity may, in such cases, seek written clarifications from the Bidder, including detailed price 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.

9. If more than one bid is quoted (decimal up to two numbers will be taken for all practical purposes, in percentage rate tenders) as lowest, 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 DAO will remain present.
10. If the rate quoted by the SC and ST Category Contractors comes to the rate quoted by the lowest bidder (decimal up to two numbers will be taken for all practical purposes, in percentage rate tenders) after availing 10% price preference as per Para 2 of Works Department Resolution No. 16262 dated 30.10.2018, the tender shall be finalized by the Tender Accepting Authority through a transparent lottery system along with other categories of contractors.
11. Accordingly, the relevant existing codal/contractual provision stands modified with effect from the date of issue of this O.M.
12. However, as regards the bidding process in which the tender has been floated before the issue of this Office Memorandum, the APS shall be calculated as per Works Department O.M.No.173 dt 03.01.2026 r/w O.M. No.632/W., dated 09.01.2026 and Corrigendum No.14560/W., dated 11.08.2026.
13. In pursuance to Works Deptt. OM No.2375/W, dt.03/03/2022, Additional Performance Security(APS) shall be refunded immediately on successful completion of the work within seven(07) days of issuance of Completion Certificate/ Provisional Completion Certificate.
14. This has been concurred in by the Finance Department vide OSWAS file No.**FIN-WFI-MISC-0102-2025.**

By order of the Governor

Principal Secretary to Government

Memo No. 17942 /W, dated 8.10.26

Copy along with soft copy forwarded to Gazette Cell, Commerce and Transport (Commerce) Department, Bhubaneswar, for information and necessary action.

They are requested to publish the Office Memorandum in the extraordinary issue of the Gazette and supply 20 (twenty) copies to this Department.

8/10/26.

EIC-cum-Special Secretary to Government

Memo No. 17943 /W., Dt. 8.10.26

Copy forwarded to the P.S. to the Hon'ble Chief Minister, Odisha for the kind information of the Hon'ble Chief Minister.

EIC-cum-Special Secretary to Government

Memo No. 17944 /W., Dt. 8.10.26

Copy forwarded to the P.S. to the Hon'ble Minister, Law, Works, Excise, Odisha for the kind information of the Hon'ble Minister.

EIC-cum-Special Secretary to Government

Memo No. 17945 /W., Dt. 8.10.26

Copy forwarded to the OSD to the Chief Secretary, Odisha, for the kind information of the Chief Secretary, Odisha.

EIC-cum-Special Secretary to Government

Memo No. 17946 /W., Dt. 8.10.26

Copy forwarded to Sr. P.S. to the DC-cum-ACS, Odisha, for the kind information of the DC-cum-ACS, Odisha.

EIC-cum-Special Secretary to Government

Memo No. 17947 /W., Dt. 8.10.26

Copy forwarded to Principal Accountant General (A&E), Odisha, Bhubaneswar/ Principal Accountant General (E & SR Audit), Odisha, Puri Branch, Puri for kind information and necessary action.

EIC-cum-Special Secretary to Government

Memo No. 17948 /W., Dt. 8.10.26

Copy forwarded to the P.S. to the Additional Chief Secretary, Home Department/ the P.S. to the Additional Chief Secretary, GA&PG Department / P.S. to the Additional Chief Secretary, Parliamentary Affairs Department /P.S. to the Additional Chief Secretary, Industries Department / P.S. to the Additional Chief Secretary, Steel & Mines Department / P.S. to the Additional Chief Secretary, Revenue & Disaster Management Department / P.S. to the Additional Chief Secretary, H & UD Department / P.S. to the Additional Chief Secretary, Energy Department for kind information of ACS, Home Department/ ACS, GA&PG Department /ACS, Parliamentary Affairs Department/ ACS, Industries Department /ACS, Steel & Mines Department/ ACS, Revenue & Disaster Management Department / ACS, H & UD Department/ ACS, Energy Department.

EIC-cum-Special Secretary to Government

Memo No. 17949 /W., Dt. 8.10.26

Copy forwarded to the P.S. to the Principal Secretary to Govt., Finance/Works/ Law/ C&T(T) /Forest, Environment and Climate Change Department / Department of Water Resources for kind information of the Principal Secretary, Finance/ Works/ Law/ C&T(T) / Department of Water Resources, respectively.

EIC-cum-Special Secretary to Government

Memo No. 17950 /W., Dt. 8.10.26

Copy forwarded to the DG, (RD&SS), MoRT&H, New Delhi for kind information.

EIC-cum-Special Secretary to Government

Memo No. 17951 /W., Dt. 8.10.26

Copy forwarded to the P.S. to the Commissioner-cum- Secretary to Govt., RD /PR&DW/ Tourism/ Department of Mission Shakti for kind information of the Commissioner-cum-Secretary, RD /PR&DW/ Tourism/ / Department of Mission Shakti, respectively.

EIC-cum-Special Secretary to Government

Memo No. 17952 /W., Dt. 8.10.26

Copy forwarded to all Departments for information and necessary action.

EIC-cum-Special Secretary to Government

Memo No. 17953 /W., Dt. 8.10.26

Copy forwarded to all Collectors & DMs for information and necessary action.

EIC-cum-Special Secretary to Government

Memo No. 17954 /W., Dt. 8.10.26

Copy forwarded to the Regional Officer, NHAI, Odisha, Bhubaneswar / Regional Officer, MoRT&H, Odisha, Bhubaneswar for information and necessary action.

EIC-cum-Special Secretary to Government

Memo No. 17955 /W., Dt. 8.10.26

Copy forwarded to the FA-cum-Special Secretary to Government, Works Department for kind information and necessary action.

EIC-cum-Special Secretary to Government

Memo No. 17956 /W., Dt. 8.10.26

Copy forwarded to EIC(Civil-cum-Roads), Odisha /EIC, Water Resources, Odisha/ EIC, Rural Works, Odisha/ EIC (PH), H&UD Department/ EIC (RWSS) PR&DW Department/ EIC, DPQ, Odisha/ EIC, NHs, Odisha/ EIC-cum-Managing Director, OB & CC Ltd., Bhubaneswar, Odisha/ Chief Engineer, Roads-I & II, Odisha / Chief Engineer, Buildings-I & II, Odisha / Chief Engineer, NHs, Odisha/ Chief Engineer, Bridges, Odisha / Chief Engineer, P&IP, Odisha / Chief Engineer, RD &QP, Odisha /Chief Engineer, RW- I & II, Odisha / Chief Engineer, PH (Urban), Odisha / Chief Engineer, Electricity, Odisha / Managing Director, OCC Ltd., Bhubaneswar/ all State PSUs for kind information and necessary action.

EIC-cum-Special Secretary to Government

Memo No. 17957 /W., Dt. 8.10.26

Copy forwarded to DDG & State Informatics Officer. National Informatics Centre, Odisha State Centre, Bhubaneswar, Email- sio-ori@nic.in for information and necessary action.

EIC-cum-Special Secretary to Government

Memo No. 17958 /W., Dt. 8.10.26

Copy forwarded to the Chief Executive Officer (Administrative), Odisha Computer Application Centre (OCAC), Bhubaneswar, for information and necessary action.

EIC-cum-Special Secretary to Government

Memo No. 17959 /W., Dt. 8.10.26

Copy forwarded to all EICs/CEs/CCEs/ SEs/ EEs of the Works Department for kind information and necessary action.

EIC-cum-Special Secretary to Government

Memo No. 17960 /W., Dt. 8.10.26

Copy forwarded to Roads Section/ A/C-I Section /A/C-II Section/ Plan Section / Building Section / Budget Section / N.H. Section / FC & AA/FA Section, Works Department / OSWAS Control Room for information and necessary action.

EIC-cum-Special Secretary to Government

N:B:

1. **If any of the bidders has any kind of queries regarding the tender they can communicate this office via e-Procurement Portal (**https://tendersodisha.gov.in**) within the bidding period.**
2. **Detailed BOQ (mandatory) along with the agreement copy (Mandatory) or 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 that particular bidder will be treated as disqualified.**

Total: - 49 (Forty-nine) pages only

APPROVED for 49 (Forty-nine) pages only

-Sd/-
Superintending Engineer
Electrical Circle(R&B) Odisha,
Bhubaneswar