



ODISHA HYDRO POWER CORPORATION LTD

CIN: U40101OR1995SGC003963

(GOVERNMENT OF ODISHA UNDERTAKING)

OFFICE OF THE GENERAL MANAGER (ELECT)

CH IPLIMA HYDRO ELECTRIC PROJECT, CHIPLIMA

AT/PO – CHIPLIMA, VIA-C.A. CHIPLIMA– 768025, DIST-SAMBALPUR (ODISHA)

WEB: www.ohpc Ltd.com ' (0663) 2460661, Email-hpschiplima@yahoo.in, Fax No. (0663) 2460505

‘e’ Procurement Notice

TENDER CALL NOTICE NO.-CHEP-13/2026-27 (SL. NO.2)

TENDER SPECIFICATION FOR THE WORK:-

“RENOVATION OF INTERNAL ROAD BETWEEN C-TYPE QUARTERS WITH PAVER BLOCK ROAD & PROVISION FOR CHAIN LINK FENCING BESIDE LADIES CLUB, CHEP, CHIPLIMA”

(CHIPLIMA HYDRO ELECTRIC PROJECT, CHIPLIMA)

Approximate Estimated Cost- Rs.12,95,227.00

Tender Paper Cost: Rs.7,080.00 (Rupees Seven Thousand Eighty) only

**Sd/-
Unit Head
CHEP, Chiplima**

**CHIPLIMA HYDRO ELECTRIC PROJECT,
AT/P.O. CHIPLIMA,
VIA - C.A. CHIPLIMA
DIST. SAMBALPUR,
PIN – 768025 (ODISHA).
TEL : 0663-2460661 (O)**

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WEB: www.ohpcld.com ' (0663) 2460661, Email-hpschiplima@yahoo.in, Fax No. (0663) 2460505

No. CHEP/TW-142 (Vol.-IV)/2693

Date: 15.07.2026

‘e’-Procurement Notice

TENDER CALL NOTICE NO.CHEP – 13/2026-27 (SL. NO.2)

Invitation for Bids (IFB)

The Unit Head, Chiplima Hydro Electric Project, Chiplima, Dist.-Sambalpur invites percentage rate bids in double cover system (Cover-I Technical Bid and Cover-II Price bid) for the work through ‘e’-procurement as detailed in the table below. The bids should be submitted ‘online’ in <https://tendersodisha.gov.in> by the ‘D’ & ‘C’ Class of Contractors registered with the State Government and contractors of equivalent grade/class registered with Central Government / Railways / MES having registration for execution of civil works on production of definite proof from the appropriate authority. The bidders should have necessary portal enrolment with their own Digital Signature Certificate. The bidder may submit bid for the work as per the following table.

Name of the Work	Estimated Cost / E.M.D.	Class of Contractor	Cost of Tender Specification	Completion Period
Renovation of Internal Road between C-Type Quarters with Paver Block Road & Provision for Chain Link Fencing beside Ladies Club, CHEP, Chiplima	Rs.12,95,227.00 / EMD = Rs.12,960.00	‘D’ & ‘C’	Rs.7,080.00 (Rs.6,000.00 + GST@18%)	60 Days

- 1.1 The bidder must possess compatible Digital Signature Certificate (DSC) of Class – II or Class-III.
- 1.2 Bid documents consisting of Instructions, General Terms and Conditions, General Technical Specifications, The Bill of Quantities and other necessary documents can be seen in the website <https://tendersodisha.gov.in>.
- 1.3 The cost of Bid Documents amounting to **Rs.7,080/-** and EMD amounting to **Rs.12,960/-** must be submitted online through Electronic Payment using Internet Banking / RTGS / NEFT before/during the Bid Submission Process as per **Office Memorandum No.17254 dtd.05.12.2017 of Works Dept., Govt. of Odisha and Guidelines issued by them.**
- 1.4 The bid documents will be available in the <https://tendersodisha.gov.in> from **11:00 AM** of **dtd.21.07.2026 up to 05:00 PM of dtd.03.08.2026.**

Regd. Office: - Odisha State Police Housing & Welfare Corporation Building, Vani Vihar Chouk, Janpath, Bhoinagar Bhubaneswar-751022, Tel.: 91-0674-2542983, 2545526, 2542826, Fax. 2542102, Email: ohpc.co@gmail.com / md@ohpcld.com

- 1.5 The bidders may seek clarification if necessary before **05:00 PM of dtd.28.07.2026** through mail.
- 1.6 Bids shall be submitted online in double cover system. Bids shall be received **“ONLINE”** on or before **05:00 PM of dtd.03.08.2026**.
- 1.7 Bid received **“ONLINE”** shall be opened at **12:00 Hrs. on dtd.04.08.2026** in the office of the Unit Head, CHEP, Chiplima, At/PO-Chiplima, Via-C.A. Chiplima in presence of bidders who wish to attend. Bidders who participated in the bid can witness the opening of bids after logging onto the site through their DSC. If the office happens to be closed on the date of opening of bids as specified, all the bids will be opened on the next working day at same time.
- 1.8 The bidders shall furnish the **self-attested** copies of the valid Contractor's License, valid GST Registration Certificate, IT PAN, ESI Registration Certificate and EPF Registration Certificate along with his Bid failing which his / her bid shall not be considered.
- 1.9 **Additional Performance Security:** Additional Performance Security (APS) is being obtained from the successful bidder when the bid amount is less than the Estimated Cost put to tender to the extent as given below, in shape of DD/BC in favour of **“HPS, Chiplima, OHPC Ltd.”** payable at **“Burla”** from any Nationalized Bank / Scheduled Bank within 07 (Seven) days of intimation, otherwise the bid shall be cancelled and the Security Deposit shall be forfeited. Further, proceedings for blacklisting shall be initiated against the bidder. APS shall be deposited by the successful bidder only. No interest will be payable on APS.

As per Govt. of Odisha, Works Dept. Office Memorandum No.173 dtd.03.01.2026 Additional Performance Security shall be taken on an incremental basis from the selected / successful bidder for low bid prices in the works as under;

- a) **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.
- b) **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.
- c) **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.
- d) 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.

- e) The Additional Performance Security shall be treated as part of the Performance Security.
 - f) Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the Competent Authority of the Administrative Dept. for 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.
- 1.10 EMD Exemption holder like SC/ST Contractors should submit copy of **Cast Certificate** and an application for rate preference for availing the facilities. Engineer Contractors should submit an attested copy of **Engineering Degree / Diploma Certificate** and **Undertaking** in shape of an **AFFIDAVIT** that he has not availed concession 2 (Two) times in the current **FY 2026-27**.
 - 1.11 A bidder can submit only one set of tender paper. Submission of more than one set of tender paper by a bidder for the work will be liable for rejection of the concerned bidder.
 - 1.12 Other details can be seen in the bidding documents.
 - 1.13 The bidder may visit the site before submission of his/their bid.
 - 1.14 Modification of specification and extension of closing date and opening of tender if required will be made by Corrigendum / Addendum.
 - 1.15 The authority reserves the right to cancel any or all bids without assigning any reason thereof.

Sd/-
Unit Head,
CHEP, Chiplima

TENDER CALL NOTICE NO.CHEP-13/2026-27 (SL. NO.2)
CHECK LIST TO BE FILLED UP BY THE BIDDER

Sl. No.	Particulars	Furnished	Not Furnished	Reference Page
1.	Name of the Bidder with address & Telephone No.			
2.	Email ID of the Bidder			
3.	Class of the Contractor _____ Class Valid up to _____			
4.	Estimated Cost (Amount put to tender)			
5.	Self-attested copy of Contractor's Registration Certificate. No. _____ valid up to _____.			
6.	Self-attested copy of PAN Card No. _____			
7.	Self-attested copy of GST Registration Certificate. GSTIN: _____			
8.	Self-attested copy of EPF Registration Certificate. Code No. _____			
9.	Self-attested copy of ESI Registration Certificate. Code No. _____			
10.	Tender Paper Cost Rs.7,080/- (Through Electronic Payment using Internet Banking / RTGS / NEFT)			
11.	E.M.D. of Rs.12,960/- (Through Electronic Payment using Internet Banking / RTGS / NEFT)			
12.	Whether EMD Exemption Holder? (Yes / No) If Yes, self-attested copy of Cast Certificate submitted or not? (In case of SC/ST Bidders) OR Self-attested copy of Degree / Diploma Certificate submitted and Undertaking in shape of an AFFIDAVIT that he has not availed concession 3 (Three) times in the current FY or not? (In case of Engineer Contractor)			
13.	Work experience certificate of at least two similar type of civil works during last three years from the date of opening of tender, in the prescribed format. (Annexure – 2).			
14.	An affidavit by the bidder, that the bidder is not black listed. (Annexure-3).			
15.	No Relation Certificate (Annexure-4).			
16.	No Deviation Statement (Annexure-1)			

Note:

- The Bidders are advised to verify that all required informations / Documents as per the DTCN are furnished. The check list is meant to verify some of such documents by the scrutinizing officers.
- The Bidders are to fill in all the points of the Check List and duly signed & to submit along with the Technical Bid.
- Strike out from the Check List which is not applicable.

SIGNATURE OF THE BIDDER

CONTRACT DATA**A. GENERAL INFORMATIONS**

Sl. No.	Item	Details
1	Bid Identification No.	CHEP-13/2026-27 (SL. NO.2)
2	Name of the Work	Renovation of Internal Road between C-Type Quarters with Paver Block Road & Provision for Chain Link Fencing beside Ladies Club, CHEP, Chiplima
3.	Location of Work	Road between C-Type Quarters and Ladies Club, At/PO-Chiplima, Via-C.A. Chiplima, Dist.-Sambalpur-768025, Odisha
4.	Tender Inviting Authority	Unit Head, CHEP, Chiplima, OHPC Ltd.
5.	Estimated Cost	Rs.12,95,227.00

B. BID INFORMATION

6.	Intended completion period/Time period assigned for Completion	60 (Sixty) Days
7.	Last Date & time of Submission of Bid	Time: 17:00 Hrs
		Date: 03.08.2026
8.	Cost of Bid Document	
	i	Amount Rs.7,080.00
9.	Earnest Money Deposit / Bid Security	
	i	Amount Rs.12,960.00
10.	Bid validity period	120 Days
11.	Currency of Contract	Indian Rupee
12.	Language of Contract	English

Sd/-

Unit Head
CHEP, Chiplima

PROCEDURE TO PARTICIPATE IN ONLINE BIDDING ('e'-PROCUREMENT)

A. GENERAL

2.1 NOTICE INVITING BID AND OBTAINING BID DOCUMENTS:

- 2.1.1. For composite tender, besides indicating the combined estimated cost put to tender, should clearly indicate the estimated cost of each component separately. The eligibility of bidders will correspond to the combined estimated cost of different components put to tender.
- 2.1.2. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules / amendments issued there under from time to time. If he fails to do so, it will be considered a breach of the contract and the Unit Head, CHEP, Chiplima may in his discretion without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
- 2.1.3. The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices quoted in the Bill of Quantities, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the work and the remedying of any defects therein.
- 2.1.4. The successful bidder shall complete the works by the intended completion date specified in the Contract data.
- 2.1.5. Throughout these bidding documents, the terms 'bid' and 'tender', EMD and Bid Security and their derivatives (bidder / tenderer, bidding / tendering, etc.) are synonymous.
- 2.1.6. **PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:** The Contractor/Bidder intending to participate in the bid is required to register in the Portal with some information about the firm/Contractor. This is an onetime activity for registering in Portal. Once the portal registration is accepted by the system administrator, system generates a password. During registration, the contractor has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class allowing both signing and encryption and must be issued from a registered Certifying Authority.
 - 2.1.6.1. 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 you're the DSC and confirm it with the password for 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 & authenticates the login process for use of portal.
 - 2.1.6.2. The tender documents uploaded by the Tender Inviting Officer in the website www.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. The bidder can view the tender terms and conditions in the web site.

- 2.1.6.3. Only those bidders who successfully remit their **Cost of Tender Paper & 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 will not be held responsible for such pendency or failure.
- 2.1.7. **Procedure of Bid Submission using Electronic Payment of by Bidder** as per **Office Memorandum No.17254 dtd.05.12.2017 of Works Dept., Govt. of Odisha and Guidelines issued by them:**
- a. The bidders have to log on to 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 Dept. Office Memorandum No.7885/W dtd.23.07.2013.
 - c. **Electronic Payment of Tender Paper Cost & 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 the bidder, the system will activate the “Freeze Bid Submission” button to conclude the bid submission process.

- e. **System Generated Acknowledgement Receipt for successful Bid Submission:** System will generate an Acknowledgement Receipt for successful bid submission. The bidder should make a note of “**Bid ID**” generated in the Acknowledgement Receipt for tracking their bid status.

- 2.1.8. The site for the work shall be made available as mentioned under the Contract Data.
- 2.1.9. 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.
- 2.1.10. 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.

2.2. ELIGIBLE BIDDERS:

- 2.2.1. This Bid is open to **all** Contractors of the class mentioned in the *Invitation for Bids* registered with the State Governments and Contractors of Equivalent Grade / Class Registered with Central Government / MES / Railways for execution of civil works. The Bidders are required to enclose the proof of registration from the registering authority along with the Bid subject only to the registration in the portal using his/her DSC for on-line bids.
- 2.2.2. If the bidder has a relative employed in OHPC Ltd., he shall inform the same in the bid mentioning the exact details in a covering letter along with the tender, failing which his bid will not be considered. Also, if the fact of relationship subsequently comes to light, his contract will be rescinded. The bid security or the performance security will be forfeited and he shall be liable to make good any loss or damage resulting from such cancellation. In case the bidder has no relationship with any employee in OHPC Ltd., he shall have to furnish with his bid a certificate.
- 2.2.3. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any employee in OHPC Ltd. Any breach of this condition by the contractor would render him liable for penal action for suppression of facts.
- 2.2.4. No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Odisha / OHPC Ltd. is allowed to work for contractor for a period of two years after his retirement from Government service, without prior permission of the Government of Odisha in writing. Such a contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of Odisha as aforesaid before submission of the tender for engagement in the contractor's service.

2.3. QUALIFICATION CRITERIA:

2.3.1. For submission of Bids through the E-Procurement Portal, the bidder shall up load the scanned copy/copies of document listed under clause 2.3.2 in prescribed format wherever warranted in support of qualification information. The bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal on demand by the Employer prior to award of contract, failing which action shall be initiated. Bids from Joint ventures are not acceptable.

2.3.2. The bid shall include following information and documents.

- a. Copy of valid Contractor's Registration Certificate, PAN Card, GST Registration Certificate and EPF & ESI Registration Certificate should accompany the Technical Bid.
- b. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory.
- c. The DTCN is not to be uploaded by the bidder. The bidder has to only agree / disagree on the conditions of the DTCN. The bidders who disagree on the conditions of DTCN, cannot participate in the tender.

2.3.3. The Bidders are subject to be disqualified if they have:

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- c. Participated in the previous bidding for the similar type of works and had quoted unreasonable prices and could not furnish rational justification.
- d. Indulged in unlawful & corrupt means in obtaining bids.
- e. Been black listed/suspended by the Competent Authority.

2.4. **ONE BID PER BIDDER:** Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified. 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.

2.5. COST OF BIDDING:

2.5.1. The bidder shall bear all costs associated with the preparation and submission of his bid.

2.5.2. All the rates and prices in the bid shall cover GST, ferry, tollage charges and royalties and any other charges.

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

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

2.6. SITE VISIT:

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

B. BIDDING DOCUMENTS

2.7. GENERAL INSTRUCTIONS:

- 2.7.1. The description of the work is as mentioned under Invitation for Bid.
- 2.7.2. Drawings and documents pertaining to the works available with the officer inviting the Bid will be open for inspection by the bidders. The bidder is required to go through all the documents including the drawings for preparation of his bid. It is not necessary for the part of the Bidder to up-load the drawings and DTCN while up-loading his bid. He is required to up load documents related to his 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 (DTCN, NIT & BOQ) uploaded by the Officer Inviting the Bid. 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.

- 2.7.3. The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, and technical specifications, bill of quantities, forms, Annexes in the Bid Document and drawings. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk.

2.8. CLARIFICATION OF BIDDING DOCUMENTS:

- 2.8.1. Bid documents consisting of drawings, plans, specifications, the schedule of quantities of the various items of work to be done and the set of terms & conditions of contract to be complied with by the contractor who intends to bid and other necessary Documents can be seen in the office of the officer inviting the Bid during office hours every day except on Sundays & Public Holidays till last date of sale of tender paper.
- 2.8.2. No paper copy of the bid shall be sold.
- 2.8.3. The Contract Data to bid shall be filled and completed in the office of Officer inviting bid before issue of bid documents. If the documents are issued to the intending bidder without having been so filled in & completed, he shall request the officer inviting the bid to have this done before he completes and delivers his bid.
- 2.8.4. The bidder can seek clarification on the bids prior to the deadline as specified in the TCN.

2.9. AMENDMENT OF BIDDING DOCUMENTS:

- 2.9.1. Before the deadline for submission of bids, the officer inviting the Bid may modify the bidding documents by issuing addenda.
- 2.9.2. Any addendum thus issued shall be part of the bidding documents and shall be notified in the website www.tendersodisha.gov.in / Notice Board.
- 2.9.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Officer inviting the Bid may, at his discretion, extend as necessary the dead line for submission of bids.

C. PREPARATION OF BIDS

2.10. LANGUAGE OF THE BID:

All documents relating to the Bid shall be in the English language.

2.11. DOCUMENTS COMPRISING THE BID:

- 2.11.1. The bid comprising of Technical Bid and Financial Bid shall be uploaded in Cover-I & Cover-II respectively.
- 2.11.2. Following documents will be deemed to be part of the bid even if not submitted with the bid.
- (i) Invitation for Bids (IFB)
 - (ii) Instructions to bidders (ITB)
 - (iii) General Terms & Conditions (GTC)
 - (iv) Contract Data (As per Bid document)
 - (v) General Technical Specifications (As per Bid document)

2.11.3. All the volumes/documents shall be provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and upload the scanned documents to the portal in the designated locations of Technical Bid & Financial Bid. Submission of documents shall be affected by using DSC of appropriate class and thus shall be in encrypted form.

- a. **Cost of “Bid document” & “Bid Security”** shall comprise
 - (i) Cost of Bid Document
 - (ii) Bid Security in prescribed financial instruments
- b. **“Technical Bid”** shall comprise.
 - (i) Declaration under the Official Secret Act, 1923
 - (ii) Qualification Information and supporting documents as per qualification criteria of DTCN.
 - (iii) Certificates, undertakings, affidavits as per DTCN.
- c. **“Financial Bid”** shall comprise.
 - (i) Priced Bill of Quantities on percentage rate basis.

2.12. PROPOSAL BY THE BIDDER:

- 2.12.1. **In the E-Procurement Portal**, an intelligent Bill of Quantity in Microsoft Excel format shall be made available to the bidder.
- 2.12.2. In case of **percentage** tender, the bidder will only fill in the designated cell and activate “less” or “excess” to indicate how much his price offer is excess or less than the estimated amount.
- 2.12.3. The **bidder** shall bid for the whole works as described in the Bill of Quantities.
- 2.12.4. Bidders **shall** submit offers that fully comply with the requirements of the bidding documents, including the Conditions of Contract basic technical design as indicated in the drawing and specification. **Conditional offer or alternative offers will not be considered** in the process of bid evaluation.
- 2.12.5. The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except in so far as it is otherwise provide in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a **Provisional** Sum) and all matters and things necessary for the proper execution and completion of the work and the remedying of any defects therein.
- 2.12.6. The **contractor shall** conform in all respects, by giving all notices and paying all fees, with the provisions of:
 - (i) Any national or State Statue, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the works and remedying of any defects therein, and
 - (ii) The rules and regulations of all public bodies and companies whose property rights are affected or may be affected in any way by the works.

2.13. CURRENCIES OF BID AND PAYMENT:

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

2.14. VALIDITY:

- 2.14.1. Bids shall remain valid for a period not less than **120 days** or the period mentioned in the Contract Data, after the deadline date for submission of bid as specified in the notice inviting the Bid. A Bid valid for a shorter period shall be rejected as non-responsive.
- 2.14.2. In exceptional circumstances, prior to expiry of the original time limit, the Officer inviting the Bid may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by e-mail. A bidder may refuse the request without any risk of forfeiture of his bid security.
- 2.14.3. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for the period of the extension.

2.15. BID SECURITY:

- 2.15.1. The Bidder shall furnish, as part of his Bid, a Bid Security for the amount mentioned under Contract Data. The procedure for furnishing the Bid Security/ EMD is mentioned in Sub-Clause 2.1.7.
- 2.15.2. The Bid shall be declared non-responsive and shall be rejected if submitted without an acceptable Bid Security and not secured as indicated in Sub-Clauses 2.15.1.
- 2.15.3. Combined bid security for more than one work is not acceptable.
- 2.15.4. In the case of Government Undertakings, Co-operatives Societies, Diploma or Degree holders in Engineering who are registered with the Government of Odisha, the rules framed by government from time to time about Cost of Bid documents, Bid Security, Performance Security will apply.
- 2.15.5. The **Earnest Money Deposit on submission / cancellation of bids** will be refunded to respective bidder's accounts as per direction received from TIA through e-Procurement system from time to time.
- 2.15.6. In the Technical Evaluation Process, the EMD of the rejected bidders will be refunded to the account from where the money has been debited. TIA shall upload the Technical Evaluation Summary sheet to complete the Technical Evaluation process.
- 2.15.7. After Financial Evaluation, the EMD of other than L1 & L2 bidders (or as the case may be such as decision of preferred bidder through lottery system etc.) will be credited to their respective account as per instructions received from TIA through e-Procurement portal. TIA shall upload the Financial Evaluation Summary sheet to complete the Financial Evaluation process.

- 2.15.8. After signing of Agreement with the preferred bidder by the concerned authority on submission of required ISD (as per OPWD Guidelines) and Additional Performance Security (if applicable) in the specified financial format and uploading of the fact of award of contract (AOC) by the TIA in the e-Procurement portal, the EMD of L1 & L2 bidder (or as the case may be) will be refunded to their respective account as per the instructions received from TIA through e-Procurement portal. The AOC letter should be uploaded in the portal in AOC process to complete the e-Tendering process.
- 2.15.9. The Bid Security may be forfeited,
 - a. If the bidder withdraws the bid after opening of the bid but within the period of validity.
 - b. If the Bidder seeks any revision of rates or back out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid.
 - c. If the Bidder fails to submit the original documents with in the stipulated date.
 - d. In the case of a successful bidder, if the bidder fails within the specified time limit to
 - (i) Sign the Agreement; or
 - (ii) Furnish the required Performance Security; or
 - (iii) Furnish the APS if applicable
- 2.15.10. In case the EMD on submission of bid is forfeited, by clicking submit button available in the portal, 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.

2.16. FORMAT AND SIGNING OF BID:

- 2.16.1. The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the final date and time of submission. The bidder shall only submit single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder cannot leave any figure blank. He has to only write the figures; the words will be self-generated.
- 2.16.2. The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form, Price Bid etc and store in the system.
- 2.16.3. 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.
 - 2.16.3.1. The bids once submitted cannot 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.

- 2.16.3.2. In the e-procurement process each process 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.
- 2.16.3.3. The Bidder should ensure clarity of the document up loaded by him to the portal especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the 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.

D. SUBMISSION OF BIDS

2.17. SECURITY OF BID SUBMISSION:

- 2.17.1. All bid data uploaded by the Bidder to the portal will be encrypted by the DSC of the Contractor and DSC(s) 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. A submitted bid cannot be cancelled or modified by any means.
- 2.17.2. The Bid shall be received in encrypted format by the system which can only be decrypted / opened by the authorized openers only on or after the due date and time.

2.18. DEADLINE FOR SUBMISSION OF THE BIDS:

- 2.18.1. The online bidding will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the bid. The date & time of bid submission shall remain unaltered even if the specified date for the submission of bids declared a holiday for the Officer inviting the Bid.
- 2.18.2. The officer inviting the bid may extend the deadline for submission of bids by issuing an amendment in accordance with Sub-Clause 2.9.3, in which case all rights and obligations of the officer inviting the bid and the bidders previously subject to the original deadline will then be subject to the new deadline.

2.19. LATE BIDS: In case of submission of Bids through the E-Procurement Portal, the system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the server time displayed in the e-procurement portal shall be the time to be followed by the bidder and concerned officers.

2.20. MODIFICATION AND WITHDRAWAL OF BIDS:

- 2.20.1. In the E-Procurement Portal, it is allowed to modify the bid number of times after necessary modification, 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. If the bidder fails to submit his modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.

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

E. OPENING AND EVALUATION

2.21. OPENING OF THE BID:

- 2.21.1 Bid opening dates are specified during tender creation or can be extended vide corrigendum.

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

- 2.21.1.1. Bid received “**ONLINE**” shall be opened at **12:00 Hrs.** on **dtd.04.08.2026** in the office of the Unit Head, CHEP, Chiplima, At/PO-Chiplima, Via-C.A. Chiplima in presence of bidders who wish to attend. Bidders who participated in the bid can witness the opening of bids after logging onto the site through their DSC.

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

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

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

- 2.21.4. Combined bid security for more than one work is not acceptable. If the bid security furnished does not conform to the amount and validity period as specified in Clause 2.15 and has not been furnished in the form specified in Clause 2.15, the bid will be declared non-responsive and rejected.

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

- 2.21.5.1. The Opening Officers will systematically check and if found in order, they will continue opening of all other documents in the system provided under Technical Bid.

- 2.21.5.2. After receipt of confirmation of the bid security, the bidder may be asked in writing to clarify on the documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible document. The Officer Inviting Tender may ask for any other document of historical nature during Technical evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the Bidder's price bid. Non-submission of legible documents may render the bid non-responsive.
- 2.21.5.3. The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
- 2.21.5.4. 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.
- 2.21.6. The Technical evaluation of all the bids will be taken up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per Clause No.2.30 shall be taken against the bidder/contractor.
- 2.21.7. After technical evaluation of the bidders and selection of the qualified bidders, the financial bids of the technically qualified bidders shall be opened on the due date of opening. Members of the bid opening committee log on to the system in sequence and open the financial bids for the technically qualified bidders. The opening of financial bid by the opening officer using their DSC shall decrypt the financial bids.
 - 2.21.7.1. Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information asked for in the bid pursuant to Clause-2.3.
 - 2.21.7.2. The Officer inviting Bid shall ensure that all the Bidders are individually intimated about the date, time & venue of opening of the financial bid along with the responsiveness of the Technical Bid.
 - 2.21.7.3. The Financial Bid will be opened on the notified date & time.

2.21.7.4. At the time of opening of “Financial Bid”, the names of the bidders whose bids were found responsive in accordance with Sub-Clause 2.24.1 will be announced. The bids of only those bidders will be opened. The remaining bids will be rejected.

2.21.7.5. The responsive bidders’ names, the bid prices, the percentage rates and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the opening.

2.21.7.6. Special conditions and/or rebate/discount offer if any uploaded to the system shall not be considered.

2.22. PROCESS TO BE CONFIDENTIAL:

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

2.23. CLARIFICATION OF BIDS:

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

2.23.2. Subject to Sub-Clause 2.23.1, no bidder shall contact the officer inviting the bid on any matter relating to his bid from the time of the opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the officer inviting the bid, it should do so in writing.

2.24. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

2.24.1. During the detailed evaluation of “Technical Bids”, the officer inviting the bid will determine whether each bid:-

- a. Whether the Bid security is confirmed by issuing institution/bank.
- b. Has submitted legible documents for evaluation
- c. Meets the eligibility criteria defined in *Clause 2.3* and;
- d. Is substantially responsive to the requirements of the bidding documents.

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

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

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

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

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

2.25. EVALUATION OF BIDS:

2.25.1. If the officer **inviting** the Bid in his opinion judges that the price quoted by the lowest qualified bidder is high, the bidder shall be invited for negotiation by the officer inviting the Bid or by an officer authorized by him in writing. Negotiations of financial bid with only the lowest bidder shall be carried out, if necessary. Negotiation of bid will be carried out by manual way.

2.25.2. **Additional Performance Security:** Additional Performance Security (APS) is being obtained from the successful bidder when the bid amount is less than the Estimated Cost put to tender to the extent as given below, in shape of DD/BC in favour of “**HPS, Chiplima, OHPC Ltd.**” payable at “**Burla**” from any Nationalized Bank / Scheduled Bank within 07 (Seven) days of intimation, otherwise the bid shall be cancelled and the Security Deposit shall be forfeited. Further, proceedings for blacklisting shall be initiated against the bidder. APS shall be deposited by the successful bidder only. No interest will be payable on APS.

As per Govt. of Odisha, Works Dept. Office Memorandum No.173 dtd.03.01.2026 Additional Performance Security shall be taken on an incremental basis from the selected / successful bidder for low bid prices in the works as under;

- a) **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.
- b) **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.

- c) **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.
- d) 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.
- e) The Additional Performance Security shall be treated as part of the Performance Security.
- f) Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the Competent Authority of the Administrative Dept. for 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.

F. AWARD OF CONTRACT

2.26. AWARD CRITERIA:

- 2.26.1. The officer inviting the bid will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated price.
- 2.26.2. On acceptance of the tender, the Contractor shall name in writing his accredited representative(s) who would be responsible for taking instructions from Engineer-in-Charge.
- 2.26.3. Competent Authority on behalf of OHPC Ltd. reserves the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.

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

- 2.27.1. In case the 1st lowest Bidder or even the next lowest Bidder withdraw in series one by one, thereby facilitating a particular Bidder for award, then they shall be penalised with adequate

disincentives with forfeiture of EMD/Bid Security unless adequate justification for such back out is furnished. Appropriate action for blacklisting the bidder shall also be taken apart from dis-incentivising the bidder.

- 2.27.2. The bidding process shall be deemed to be complete till the date of issue of letter of acceptance. If the bidder fails to sign the agreement within the stipulated period mentioned under Clause 2.29.2, his bid security shall stand forfeited.

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

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

2.29. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 2.29.1. In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security required to be furnished in the letter and intimate the bidders in his e-mail ID. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 2.29.2. The bidder shall within 15 days of issue of letter of acceptance, furnish the Performance Security in the prescribed form & the work programme & shall sign the agreement in prescribed format, failing which the Tender Inviting Authority shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Bid Security absolutely. The agreement will incorporate all agreements between the officer inviting the bid and the successful bidder.
- 2.29.2.1. Following documents shall form part of the agreement.
- a. The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence & documents leading thereto & required amount of performance security as per Clause 2.29.2 hereof.
 - b. Standard Bid Document P.W.D. Form **P1**.
- 2.29.3. The letter to proceed with the work shall be issued by the Engineer-in-charge only after signing of the agreement. The notification of award will constitute the formation of the contract subject only to the furnishing of Performance Security in accordance with the provisions of the agreement.
- 2.29.4. On acceptance of the composite bids by the competent authority the letter of award will be issued by the Officer Inviting Bid of the major component **of the work** on behalf of the OHPC Ltd., making it clear in the letter of award that the contractor will have to execute separate

agreements for different components of work with the concerned officers of the respective discipline (Designation to be given).

2.29.5. Upon signing of the agreement by the successful bidder, the Officer Inviting Bid will promptly notify the other bidders that their bids have been unsuccessful.

2.30. CORRUPT OR FRAUDULENT PRACTICES:

2.30.1. The Officer Inviting Bid will reject a proposal for award if he determines that the bidder recommended for award has been engaged in corrupt or fraudulent practices in competing for the contract in question.

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

**Sd/-
Unit Head,
CHEP, Chiplima**

INSTRUCTIONS TO BIDDERS (ITB)

3.1 SPECIAL ATTENTION:

- 3.1.1. All bidders are to note that tenders containing any deviation from the terms and conditions and the technical requirements of this specification will be considered as non-responsive and rejected.
- 3.1.2. Award is to be made to the tenderer whose technically responsive bid is determined to be the lowest evaluated tender and meets the appropriate standards of technical capability and financial stability.
- 3.1.3. It shall be clearly understood that the tender has satisfied himself as to the nature of job and local conditions, including those having bearing upon engagement of labour with supply of T&P materials as per the details specified in the scope of work, which can in any way affect the cost under this contract. Any default or failure by the tenderer to acquaint him with all the available information concerning the local conditions will not relieve from his responsibilities for execution of the contract.
- 3.1.4. In case of any legal dispute arising out of performance, adverse performances with any organization, cases sub-judice to court or any other legal authority throughout India recorded against the tenderer virtually effecting this tender, their offer shall not be considered for evaluation. The tenderer has to furnish an undertaking to this effect.
- 3.1.5. The contractor / Bidder intending to participate in the bid are required to register in the portal (www.tendersodisha.gov.in) with some information about the firm / contractor. This is a onetime activity for registering in portal. Once the portal registration is accepted by the system administrator, system generates a password. During registration, the contractor has to attach a Digital Signature Certificate (DSC) to his / her unique user ID, The DSC used must be of appropriate class allowing both signing and encryption and must be issued from a registered certifying authority.
- 3.1.6. 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 you are the DSC holder and confirm it with the password for 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 stores in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for user portal.
- 3.1.7. 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 of bid after which the same will be removed from the list of Active Tenders. The bidder can view the tender terms and conditions in the website.

- 3.1.8. Contractor exempted from payment of EMD will be able to participate in the tender. The contractor has to up load **documentary evidence towards his/her eligibility for exemption of EMD.**
- 3.1.9. The bidder intending to participate in the bid online shall submit their Cost of Bid Documents & EMD as per amount mentioned in IFB and as per the procedure mentioned under Sub-Clause No.2.1.7.
- 3.1.10. The site for the work shall be made available as mentioned under contract data.
- 3.1.11. 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 breakdown other than in those systems strictly within their own control.
- 3.2. **Scope of Work:** “*Renovation of Internal Road between C-Type Quarters with Paver Block Road & Provision for Chain Link Fencing beside Ladies Club, CHEP, Chiplima*” as per details specification mentioned item wise in BoQ of the tender and as per instruction of the Engineer-in-charge of the work. Quantity of work shall be given phase wise for execution as per requirement. The quantity of the work mentioned item wise can be increased, decreased or deleted as per requirement.
- 3.3. **Correspondence** – All correspondences shall be in English with Unit Head, CHEP, At/PO-Chiplima, Via-C.A. Chiplima, OHPC Ltd., Dist.-Sambalpur, PIN-768025, Email: hpschiplima@yahoo.in.
- 3.4. **Completion Period of Contract** – The completion period of this contract is for **60 days** from the date of execution of agreement.
- 3.5. **Language and Measures of the Bid** – All literature, specifications, schedules, notices or any other correspondences in this connection with the tender shall be in English preferably printed or typed. The Metric system of measurement shall be used exclusively in the bid.
- 3.6. **Availability of Bid Documents:** The Bid document shall be available “Online” from official website of Government i.e. <https://tendersodisha.gov.in> from **11:00 AM** of **dtd.21.07.2026 up to 05:00 PM of dtd.03.08.2026.**
- 3.7. **Preparation and Submission of Bid**
 - 3.7.1. The bids shall be submitted in double cover system, Cover-I shall contain the documents as mentioned in **Clause No.3.7.5** and Cover-II shall contain the Price Bid i.e. BoQ only. All bid documents, annexure, price bid etc. of this specification are to be completed without any alterations or modifications. Bidder shall put his signature in all the schedules, annexure, continuation sheet and other pages on which he makes entry. All above documents as mentioned shall be scanned & uploaded by the bidder.

- 3.7.2. The bid may be disqualified if complete information / particulars as called for in this tender are not furnished. The tenderer is required to quote his offer for all items of the work otherwise it will not be considered for evaluation.
- 3.7.3. Any bid containing vague indefinite conditional expression such as 'Subject to immediate acceptance' etc. will not be considered for evaluation.
- 3.7.4. While bids are under consideration, bidders and their representatives or other interested parties are requested to refrain from canvassing/influencing with any person related to the bids under study. The customer i.e. CHEP, Chiplima, OHPC Ltd if necessary, may request for any clarification in writing to the bidder / contractor.
- 3.7.5. The scan copies of following documents shall be uploaded in the **Cover-I (Technical Bid) failing which;**

(a) The bids shall be out rightly rejected.

- I. In case of EMD Exemption claimed, Self-attested copy of Cast Certificate (In case of SC/ST Bidders) OR Self attested copy of Degree / Diploma Certificate (In case of Engineer Contractor) along with an Undertaking in shape of an AFFIDAVIT that he/she has not availed concession 3 (Three) times in the current FY.
- II. Valid Contractor License (self-attested)
- III. GST Registration Certificate (self-attested)
- IV. PAN of Income Tax (self-attested)
- V. EPF Registration Certificate (self-attested)
- VI. ESI Registration Certificate (self-attested)

(b) The bids shall be liable for rejection.

- VII. An affidavit by the bidder, that the bidder is not black listed (Annexure-3)
- VIII. Check List
- IX. Experience for at least two such similar (civil) type of work executed by the contractor during last three years from the date of opening of tender (Annexure-2).
- X. No Deviation Statement (Annexure-1).
- XI. No Relation Certificate (Annexure-4).

Cover-II (Price Bid): Bidders are to submit "online" the original BoQ (in .xls format) in Cover-II uploaded by Officer Inviting Tender after entering the relevant fields without any alternations / deletion / modification. Multiple BoQ submission by the bidder shall lead to cancellation of bid. The bidder shall write his name in the space provided in the specified location in the protected bill of quantities published by the Officer Inviting Tender. The bidder will quote percentage excess / less up to two decimal points 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.

- 3.7.6. All bid data uploaded by the bidder to the portal will be encrypted by the DSC of the contractor and DSC(s) of the openers(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.
- 3.7.7. 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 and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared a holiday for the Officer Inviting the Bid.
- 3.7.8. The Officer inviting the bid may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Officer inviting the bid and Engineer-in-Charge and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 3.7.9. In submission of bids through the 'e'-Procurement portal, the system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the server time displayed in the e-procurement portal shall be the time to be followed by the bidder and concerned officers.
- 3.7.10. In the 'e'- Procurement portal, it is allowed to modify the bid number of times after necessary modification, 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. If the bidder fails to submit his modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.
- 3.7.11. In the 'e'- procurement portal, withdrawal of bid is allowed. But in such a case he has to write a letter addressed to the officer inviting the bid and upload the scanned document to portal in the respective bid before the closure of receipt of bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.
- 3.7.12. The bidder should clearly mention the e-mail ID and telephone number for all future correspondences.
- 3.7.13. **Earnest Money Deposit**
 - a) The tenderer shall furnish EMD of **Rs.12,960.00** online as per detail procedure mentioned under Sub-Clause No.2.1.7.
 - b) In case the successful tenderer fails to accept the order within 15 days the EMD will be liable for forfeiture.
 - c) The EMD of the successful tenderer will be returned after deposit of Security Deposit / Composite Bank Guarantee and execution of agreement.

- d) No interest will be paid on deposited Earnest Money.
- e) No adjustment towards EMD shall be made against any outstanding amount.
- f) Exemption of Earnest Money Deposit to the Engineer contractor will be allowed as per Govt. rule as applicable from time to time on production of sufficient documentary proofs (As per Clause No.3.7.5 (a) I.), failing which their offer will be out rightly rejected.

3.8. Rules and Regulations. The bidder shall familiarize themselves with the rules and regulations of OHPC Ltd., applicable to execute the contract at CHEP, Chiplima.

3.9. Experience-The bidder has to furnish the details of experience for similar type of civil works executed by him during last three years from the date of opening of tender, if any as per the **Annexure-2** or **User Certificate** from the concerned authority.

3.10. Bid Validity Period: The bid must be valid for a period of **120 days** from the date of opening of tender. However, the bid validity may be required to be extended by the tenderer for any such period as requested for by the customer in writing.

3.11. Opening of Bids: – Bid opening can be done by the authorized users which are defined during the tender publication / approval stage. The bids are encrypted using their public keys and can be decrypted only on or after the Bid Opening Due Date. The bid openers private key will be required to open bids & all the openers have to log on to portal during that time.

3.11.1. The bidders who participated in the online bidding can witness opening of the bid from any system logging on to the portal with the DSC away from the opening place. The bidders may also witness the bid opening at the opening location.

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

3.11.3. If the day on which the bid due for opening, happens to be or declared as holiday for the office, the bid shall be opened on the next working day at the same time and venue.

3.11.4. During bid opening, the covers containing original EMD, Cost of Bid Documents & Affidavit in the form specified in the Invitation for Bid received within the scheduled date and time of opening of bids shall be opened. Cover-II of only technical qualified bidders shall be opened on the same date or on a later date under intimation to the qualified bidder.

3.12. Evaluation and Comparison of Bids-

3.12.1. To assist in the examination, evaluation and comparison of the bids, the customer if necessary may ask the bidders individually for clarification of their bids including breakup of unit rates. The request for clarification and response shall be in writing, but no change in the price shall be sought except to confirm the correction of arithmetic errors pointed out by the customer during the evaluation of bids.

3.12.2. All bids will be evaluated and compared on the basis of compliance with the technical requirements of tender specification and other terms and conditions set forth therein.

- 3.13. Successful Bidder**-The lowest evaluated successful bid will ordinarily be selected for award of contract to the bidder who meets the technical requirement, conditions of tender specification, suitable infrastructure, machineries, T & P, Skilled manpower, experience and offer lowest evaluated price may be ordinarily be selected for the work.
- 3.14. Departure/Deviation from the conditions of the tender document:** Should the tenderer wishes to depart/deviate from any condition of this tender documents, he shall submit along with his bid a complete and item wise list of such departures/deviation in a separate schedule giving justification for such departures / deviation and reference to the section in the tender document, which may / may not be acceptable to the customer. Even if there is no deviation in these respects, the bidder should clearly mention in the schedule “NO DEVIATION” with his signature in Annexure-1.
- 3.15. Award of Contract:**
- 3.15.1. The customer will award the contract to the bidder whose bid is determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated bid price for the complete work, provided further that the bidder has the capability and resources to carry out the contract effectively to the optimum satisfaction of the customer.
- 3.15.2. The customer reserves the right to accept or reject any bid or part thereof and to alter the bidding process and reject all bids at any time prior to award of contract without assigning any reason thereof.
- 3.15.3. At the time the customer issues letter of intent /work order, the customer will send the bidder the Form of Agreement.
- 3.15.4. The successful bidder has to accept the terms and conditions of the work order and attend the O/o the Engineer-in-Charge within specified time for signing of the Contract Agreement.
- 3.15.5. In case the successful bidder fails to execute the agreement within the specified time will be presumed that the bidder is not interested to execute the work and the customer may proceed for making alternative arrangement including forfeiture of EMD.
- 3.16. Clarification:** The tenderers are requested to go through the details of the tender specification and fully acquaint themselves to all the conditions and matters before quoting for the tender. Should a tenderer find any discrepancies or omissions from the specification or other documents, or be in doubts as to their meaning he should at once intimate the authority and obtain clarification in writing. This however, does not entitle the tenderer to ask for time beyond the due date fixed for clarification of tenders.

Sd/-
Unit Head,
CHEP, Chiplima

GENERAL TERMS & CONDITIONS

- 4.1 Scope of work:** *Renovation of Internal Road between C-Type Quarters with Paver Block Road & Provision for Chain Link Fencing beside Ladies Club, CHEP, Chiplima* as per details specification mentioned item wise in BoQ of the tender and as per instruction of the Engineer-in-charge of the work. Quantity of work shall be given phase wise for execution as per requirement. The quantity of work mentioned item wise can be increased, decreased or deleted as per requirement.
- 4.2 Completion Period:** The work is to be completed in all respect within **60 days** from the date of execution of Agreement. Tenderer whose tender is accepted must submit a programme of work immediately after issue of work order for approval of Engineer-in-Charge.
- 4.3 Extension of the Completion Period:** Time allowed for execution of the work as specified in the work order shall be the essence of the contract. Generally, time extension for completion of the contract is not allowed. However, in case of delay occurred due to force majeure, abnormally bad weather, serious loss or damage by fire, civil commotion, local commotion of work man. Strike or lockout, any other cause which is beyond the control of contractor, extension can be allowed on receipt of written request from the contractor for time extension within 7 days of the happening of the event causing delay if found justified.
- 4.4 Execution of work:** The contractor shall execute the whole work in the most substantial and proper manner in accordance with the work order. The contractor should also obey the instructions of the Engineer-in-Charge laid down to him during the course of execution of work. The decision of the Engineer-in-Charge in this regard is final and binding.
- 4.5 Penalty / Compensation:** If the work will not be completed / finished / not commenced within the stipulated completion period, Liquidated damage will be imposed @ ½ % per week of delay of the entire contract value subject to maximum 10% of contract value. If the period of delay from the stipulated date of completion and the compensation amount exceeds 10% of the work order value, the OHPC reserves the right to cancel the work order and has the sole discretion to execute the work on his own accord.
- 4.6 Price:**
- 4.6.1. Quoting rates different from those prescribed formats in the tender schedules will be liable for rejection.
- 4.6.2. The prices are FIRM to work site. Price variation is not allowed. The price in the price bid is inclusive of materials, tools and plants, labour, conveyance, royalties, Employees contribution of EPF & ESI and other charges if any, but exclusive of Employers' contribution of EPF & ESI and GST as applicable, which will be paid extra. The Employer's contribution towards **EPF & ESI** as applicable will be reimbursed by OHPC Ltd. on production of documentary evidence towards proof of such deposit. Breakup price for each activity of price schedule for

material and labour should be submitted in a separate sheet duly signed in case the customer requests for such breakup in writing for evaluation purpose. Non-response to such request by the bidder will be treated as incomplete and non-responsive. No claim shall be entertained against the department on account of any increase in price of materials during the course of execution of works or after tendering for this work.

4.6.3. The intending tenderer shall bear all cost associated with the preparation and submission of his tender and employer will in no case be responsible and liable for those cost.

4.6.4. The rates to be quoted should be for finished items of work inclusive of carriages of all materials and all incidental items of work.

4.6.5. Item of work not covered in the tender notice, but required to complete the works will be paid at the current schedule of rates of Govt. of Odisha and those not covered by the schedule of rates will be paid on actual analysis approved by the Unit Head, CHEP, Chiplima. It should be understood clearly that no claim whatsoever will be entertained in regards to execute items of work or extra quantity of any items beside estimated amount. A written order must be obtained from the responsible Officer of the department and rates settled before the extra of works or extra quantity of any items of work is taken up.

4.7 Bill: The contractor will submit the bill along with Completion Certificate, Guarantee Certificate, Wage Register, ECR copy towards deposit of EPF & ESI dues of the labourers for payment duly signed by the Engineer-in-Charge within 30 days of completion of the work.

4.8 Payment:

4.8.1 Full payment shall be made within 45 days of submission of the bill subject to completion of work in all respect and after taking the final measurement of the completed work and verification thereof. The Completion Certificate, Guarantee Certificate, Wage Register, ECR copy towards deposit of EPF & ESI duly signed by the Engineer-in-charge should accompany with the bill.

4.8.2 Under no circumstances any interest is chargeable for the dues or for the additional work executed or final bills pending disposal due to any reasons whatsoever.

4.8.3 No extra payment will be made for spreading and consolidating salvaged metals.

4.8.4 Standard co-efficient will be adopted while calculation of consumption of steel and no claim whatsoever regarding difference in co-efficient of steel will be entertained. The rates quoted shall be inclusive of any eventuality of difference in constituent.

4.8.5 No compensation for any damage done by rains or by similar action during execution of work will be paid extra to the contractor.

4.8.6 The contractor should abide by the clause for deduction of Income Tax at source under section 194C of Income Tax Act. 1961 & TDS on GST. Deduction from payment to contractor and sub-contractor introduced by the Govt. of India. Ministries of Finance vide their No.275/1/72-

- I.T.U. dated 29.05.72 and according to the percentage and sum deduction will be made from the bill of the contractor as per rule.
- 4.8.7 All taxes as applicable under rule shall be deducted at source from contractor's payment.
 - 4.8.8 Construction cess @ 1% of the offered value quoted by the firm shall be deducted from the bill as applicable.
 - 4.8.9 Royalty will be deducted from the bill as per Govt. rate unless 'K' Form authenticated by concerned revenue authority in support of payment of royalty on procurement of materials are produced.
 - 4.8.10 Before issue of materials from departmental store, the contractor shall furnish bank guarantee of any of the Nationalized Banks / Scheduled Bank for a sum equal to cost of materials. Bank Guarantee should be valid for the entire period of agreement. The same shall be returned back to the contractor only after the materials supplied to him are fully utilized in the works and cost thereof recovered from his bill(s) in full or if the materials are partly utilized the unutilized materials are returned by him to the department in full and in good conditions and receipt thereof duly acknowledge by the concerned departmental officer.
- 4.9. Responsibility of the Tenderers:**
- 4.9.1 A schedule of quantity accompanies the tender notice. It shall be definitely, understood that the OHPC do not accept any responsibility for the correctness or omission, deductions or additions as set forth in the conditions of contract. Such omissions, deductions, additions or alternation shall in no way invalidate the contract and no claim for any extra monetary compensation will be entertained on this account except grant of extension of time where considered necessary with or without penalty.
 - 4.9.2 After the work is finished, all surplus materials should be removed from the site of work. Preliminary works such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and this should be inclusive in the rate.
 - 4.9.3 The tenderers shall carefully study the specifications attached to the contract and all the documents, and other relevant specifications, which are available will form a part of the agreement to be entered in to by the accepted tenderer and complaint at a further date that plans and specifications have not been seen cannot be entertained.
 - 4.9.4 The contractor will be responsible for loss or damage of any departmental materials during transit in the execution of the work due to reasons whatsoever & the cost of such materials will be recovered from the bills at stock issue rate or markets rates whichever is higher.
 - 4.9.5 Every tenderer is expected and 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 materials in-quarries, rates of materials and labour, medical aid, labour and food stuff, royalty, octroi, cess and other taxes and that the rates quoted by him in the tender will be

adequate to complete the work according to the specifications attached thereto and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted Labour rates and materials with taxes, octroi and other duties, lead lifts, loading and unloading, freight for 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 sub-ordinates. After acceptance of the contract rates, OHPC will not pay any extra charges for any reason in case the contractor finds later on to have misjudged the conditions as regards the availability of materials, labour and other factors.

4.10 Security Deposit:

4.10.1 The successful bidder will be required to deposit @10% of the contract value towards Security and Performance before execution of agreement. The Security Deposit amount shall either be deposited in shape of Demand Draft / Banker's Cheque drawn from any Nationalized Bank / Scheduled Bank in favour of "**HPS, Chiplima, OHPC Ltd.**" payable at "**Burla**" OR in shape of Composite Bank Guarantee @10% of the contract value from any Nationalized Bank / Scheduled Bank executed in a non-judicial stamp paper of Rs.100/- (Rupees Hundred only) or any amount as per ODISHA Stamp Duty Act, strictly as per Performa enclosed, valid up to 01 (ONE) year from the date of completion of the contract. The confirmation letter of the concerned bank should be sent along with the Bank Guarantee.

4.10.1.1. The Security Deposit shall be released only after completion of Guarantee period on receipt of clearance from Engineer-In-Charge for the work along with No Demand Certificate and Performance Certificate of the work.

4.10.1.2. No request regarding relaxation in Security Deposit shall be entertained.

4.10.1.3. No interest will be paid on security deposit amount. In the event of any default in all or any of the condition set forth and provided in the work order, the whole or part amount of the Security Deposit shall be forfeited.

4.10.1.4. The proof copy of the Security Deposit is to be produced to the Engineer-in-Charge for making agreement.

4.10.2 **Additional Performance Security:** Additional Performance Security (APS) is being obtained from the successful bidder when the bid amount is less than the Estimated Cost put to tender to the extent as given below, in shape of DD/BC in favour of "**HPS, Chiplima, OHPC Ltd.**" payable at "**Burla**" from any Nationalized Bank / Scheduled Bank within 07 (Seven) days of intimation, otherwise the bid shall be cancelled and the Security Deposit shall be forfeited. Further, proceedings for blacklisting shall be initiated against the bidder. APS shall be deposited by the successful bidder only. No interest will be payable on APS.

As per Govt. of Odisha, Works Dept. Office Memorandum No.173 dtd.03.01.2026
Additional Performance Security shall be taken on an incremental basis from the selected / successful bidder for low bid prices in the works as under;

- a) **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.
- b) **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.
- c) **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.
- d) 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.
- e) The Additional Performance Security shall be treated as part of the Performance Security.
- f) Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the Competent Authority of the Administrative Dept. for 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.

4.11. Agreement:

- 4.11.1 The successful bidder will be required to execute an agreement as per the prescribed forms of Govt. of Odisha with the Engineer-in-Charge of Odisha Hydro Power Corporation Ltd.,

CHEP, Chiplima, within 15 days of issue of order before execution of the work to be executed in a non-judicial stamp paper worth as applicable as per Odisha Stamp Duty Act for the contract, failing which the order will be treated as cancelled. **No relaxation in time period for execution of agreement shall be entertained.**

4.11.2 In case the offer of an outside contractor (not registered with Govt. of Odisha) found to be lowest it is mandatory for him/them to get himself / themselves registered in appropriate class under Odisha State Govt. before award of contract failing which the offer will be rejected.

4.11.3 During the execution of contract agreement, the contractor shall have to submit the original valid documents to the Engineer-in-Charge for verification as mentioned below.

- a) PAN of Income Tax.
- b) Valid Contractor License.
- c) Valid GST Registration Certificate
- d) EPF & ESI Registration Certificate
- e) BG / MR towards Proof of Security Deposit
- f) Original Indemnity Bond (As per Clause No.4.14)
- g) Valid Labour License (As per Clause No.4.21)
- h) Original Affidavit uploaded along with the tender.

4.12. Guarantee: The contractor shall furnish a Guarantee Certificate for trouble free performance of the materials and workmanship at least for a period of **ONE** year after actual date of completion of the work. In case any defects noticed during the guarantee period the contractor will repair / replace the same at his own cost without any extra financial burden on OHPC.

4.13. Payments of Wages to Workers: The contractor is solely responsible for timely payment of wages to his workmen in accordance with provision laid under contract labour (Regulation and Abolition Act) Act and provision made in the payment of wages Act 1936, including subsequent amendments there to.

The contractor shall pay the wages of every worker as per the rules in force without waiting for the payment from OHPC. The contractor shall be abided by the provisions under Minimum Wages Act & accordingly pay to his workmen appropriate amount of wages as applicable from time to time. However, OHPC shall not bear any such additional financial burden.

Where the employment of any worker is terminated / retrenched by the contractor, the wages and other benefits earned by him / her shall be paid on the day of termination / retrenchment and it will be borne by the contractor. The principal employer will not be in any way responsible for delay in payment of wages by the contractor.

The contractor may deposit the dues of the workmen in their bank account and submit the documentary evidence regarding the said disbursement / deposit from bank to the

OHPC along with paid acquittance duly signed by the workmen. In case the contractor fails to make payment of wages within the prescribed period or make short payment, the authority may take appropriate action for payment and recover the amount so paid to labours from the contractor by deducting from any amount payable to the contractor under any contract or the security deposit of the contractor with OHPC under the agreement under any contract or as a debit payable by the contractor.

The age of the workers engaged by the contractor should not be less than 18 years and shall not be more than 65 years.

- 4.14. **Protection of Working Person:** It shall be the Contractor's responsibility to protect his workmen against accident during the execution of the work. The contractor shall have to furnish an **Indemnity Bond to OHPC in a non-judicial stamp paper worth Rs.100/-** against any claim for damage of OHPC property or compensation arising due to injury / death to any person in course of work and also under the provision of workmen's compensation Act. VII of 1923. Further, the contractor has to indemnify regarding payments to workers and all statutory dues to Government. OHPC in no way will be responsible for payment of any compensation and amount if any paid by OHPC due to above, will be recovered from the contractor.
- 4.15. **Rules & Codes** –The contractor shall abide by the existing codes of procedures such as Minimum Wages Act, Industrial Dispute Act, Factory Act, Fair Wages Act, Labour Laws, and other Rules etc. as amended by the Govt. from time to time for execution of contract. The account codes of OHPC shall rule all financial transactions. This tender shall be governed by the rules from time to time by the Govt. of Odisha and OHPC Ltd.
- 4.16. **Tools and Plants materials:** All the tools and plants materials etc. required for the work shall be arranged by the tenderer at his own cost.
- 4.17. **Transportation:** Transportation facility for carriage of men, materials etc. required for the work shall be arranged by the tenderer at their own cost.
- 4.18. **Taxes:** Applicable TDS will be deducted from the payables to the agency.
- 4.19. **EPF:** The contractor shall comply with the provisions of Employees Provident Fund and Miscellaneous Provisions Act 1952. In this regard, the contractor has to submit the proof of deposit of EPF dues of the labourers along with the bill. The Employers' Share towards EPF for the workmen to be engaged shall be reimbursed by OHPC Ltd. on production of documentary evidence.
- 4.20. **ESI:** The contractor shall comply with the Provisions of ESI Act as applicable.
- 4.21. **Labour License:** Under Section 12 of Contract Labour (Regulation and Abolition) Rules 1975, a contractor executing any contract or work by engaging 50 (Fifty) or more contract labours has to obtain license under the (R&A) Rules and submit the same before the

- agreement. No license is required for engagement up to 49 (Forty-Nine) numbers of contract labours. In such case, the contractor has to submit an undertaking that he is engaging less than 50 labours at the time of agreement. The contractor shall have to comply with all the related labour Act & Rules as applicable to their employees and also the fair wages clause as introduced by the Govt. time to time. OHPC Ltd. in no way is responsible to this effect.
- 4.22. **Safety**: The tenderer shall have to abide by the prevailing Safety Codes / Rules and Practices & Revisions thereto from time to time.
- 4.23. **Negligence on execution**: The Unit Head, CHEP, Chiplima, may put an end to this contract at his option at any time during execution, if he finds that the contractor is not obeying / following the terms and conditions of the contract or instruction for the work.
- 4.24. **Rejection of Work**: In case the work entrusted to the contractor is not completed as per schedule or quality of work is poor, the Engineer-in-Charge have the right to execute the work in total or part thereof through other agencies if in opinion it is felt necessary. In such case, the contractor shall not claim any sort of payment for the work so rejected by the Engineer-in-Charge due to bad quality or due to delay in completion of work. A breach of contract by the contractor will result in forfeiture of security deposit. In addition to this the customer reserves the right to entrust any or all the uncompleted work to any other agencies and to recover the excess cost if any incurred from any dues payable to the contractor.
- 4.25. **Inspection**: All works executed under this contract shall always be open for the inspection of the Engineer-in-Charge of the work & Sub-ordinate Officer-in-Charge for the work.
- 4.26. **Engineer-in-Charge**: Divisional Head, Utility Division, Chiplima.
- 4.27. **Paying Officer**: Finance Wing Head, CHEP, Chiplima.
- 4.28. **OHPC GSTIN**: 21AAACO2575P1Z9.
- 4.29. **Dispute Resolution**: Any dispute arising out of the contract during the course of execution of the contract, the decision of the Unit Head, CHEP will be final and binding on both parties.
- 4.30. **No Relation Certificate**: The Contractor should have to furnish a certificate along with the tender (As per Annexure-4) to the effect that he is not related to any employee serving under OHPC Ltd., Odisha. If it is subsequently proved to be false, the contract will be rescinded, the Earnest Money and the Security Deposit will be forfeited and he shall be liable to make good to OHPC, the loss or damages resulting from such cancellation.
- 4.31. **NON-DISCLOSURE AGREEMENT (NDA)**: The successful bidder shall have to execute NDA (NON-DISCLOSURE AGREEMENT) in a non-judicial stamp paper of Rs.100/- as per Annexure-6.
- 4.32. **Experience**: Each tenderer should submit along with the tender the list of his previous experience on similar type of civil works. The following details to be given in each case:
- a) Name of work.

- b) Amount of Work
- c) Name of Division / Department under which executed.
- d) The tenderer will furnish the list of tools and plants in his possession and no of workers at present in their enrolment with the tender.

4.33. Facilities as per Govt. Provision:

- a) Price preference on the lowest tender can be allowed to different construction agency / Engineer Contractor / Physically Handicapped as per prevailing government circulars on production of supporting documents.
- b) Exemption of Earnest Money Deposit to the Engineer Contractor will be allowed as per State Govt. of Odisha Rules and the fact on awarding a work with exemption of EMD shall be entered in the original Registration Certificate of the Engineer Contractor as per Works Department Letter No.1003 dtd.24.05.2001.

4.34. Jurisdiction of Court: Suits if any arising out of this contract shall be filed by either party in a Court of Law within the jurisdiction of Hon'ble High Court of Odisha. It shall be expressly agreed that neither party shall be competent to bring suit in this regard at any place outside the State of Odisha.

**Sd/-
Unit Head,
CHEP, Chiplima**

GENERAL TECHNICAL SPECIFICATION

- 5.1. If in the opinion of the Engineer-in-Charge any of the work had been executed with improper materials or defective workmanship, the contractor when required by the EIC forthwith is to re-execute the same and to substitute proper materials and workmanship. In case of default by the contractor in so doing within a week, the Engineer have the full power to employ other person to re-execute the work and the cost there shall be borne by the contractor.
- 5.2. All reinforced cement concrete works should confirm to Odisha detailed standard specifications, I.R.C. and I.S.I codes.
- 5.3. Shuttering and centering shall be with seasoned Sal wood planks inside of which shall be lines with suitable sheeting and made leak proof and water tight or alternatively steel shuttering centering may be used.
- 5.4. The department will have right to inspect the scaffolding, centering and shuttering made for the work & can reject partly or fully such structures if found defective in their opinion.
- 5.5. Concrete should be machine mixed unless otherwise ordered in writing by the Engineer-in-Charge. The contractor should arrange his own concrete mixer; vibrators pumps etc. for the purpose at his own cost.
- 5.6. ISI marked Cement bags shall be used and weight of one bag of cement being taken as Fifty (50 Kgs) unless specifically verified by Engineer-in-Charge.
- 5.7. Sand should be clean, sharp, angular (gritty to the touch), hard and durable; free from clay, mica and soft flaky pieces and must be well washed and cleaned before use.
- 5.8. Concrete should be machine mixed unless otherwise ordered in writing by the Engineer-in-Charge. Only controlled concrete will be strictly determined by weight and not by volume the contractor shall furnish to the Engineer-in-Charge the mix design for each class of concrete and should get it approved by him before actual execution. The decision of the Engineer-in-charge in respect of any variation or conflict of opinion shall be final, binding and conclusive. The contractor shall conduct all tests necessary and provide all machineries there that may be required by the Engineer-in-Charge.
- 5.9. **Coarse Aggregate:** Only crusher broken aggregates will be used. The aggregate shall consist of clean hard, strong, dense, nonporous, durable pieces of granite. They shall not contain any pieces of disintegrated stone, soft, flaky, elongated particles, salt, alkali, vegetables matter or other deleterious materials so as to reduce the strength or durability of the concrete or to attack the steel reinforcement. It shall comply with the provisions laid down in IS 383-1970. For RCC and prestressed concrete work, the maximum size of the coarse aggregated and grading will be as decided by the Engineer-in-Charge.
- 5.10. **Fine Aggregate:** This shall consist of hard strong durable cubical clean particles of natural sand. They shall not contain dust lumps soft or flaky particles, mica and other deleterious materials so as to reduce the strength or durability of concrete or to attack the reinforcement. Fine aggregate shall conform to the provisions relevant to IS 283-1970.

- 5.11. **Water:** The water used in concrete and mortar and for curing and for washing any of ingredients of surface coming in contact with mortar or concrete shall be sweet potable water, clean and free from earth, vegetable salt, organic matter, acids and alkaline substances in solution or in suspension. The water used shall be that approved by the Engineer-in-Charge.

All materials to be used on work such as cement, sand, coarse aggregate, reinforcement etc. shall comply with the requirements of the Engineer-in-Charge and shall satisfy the test of analysis required by him or as specified by the IRC standard specification or in the absence of such authorized specification, such tests and analysis as may be specified by the Engineer-in-Charge. Collection of samples for the tests and conducting all these tests at such places as directed by the Engineer-in-Charge will be at the cost of the contractor.

- 5.12. **Other materials:** The materials shall conform to the IS specification for the relevant items. The stone to be used on the work under these specifications for obtaining coarse aggregates etc. shall be, unless otherwise specified as only granite of sound, hard durable and tough quality conforming to the test requirement and approved by the Engineer-in-Charge. Stone chips or stone metal for prestressed concrete, wearing coarse asphalt concrete RCC and mass concrete should be collected from approved quarries. In either case the stone chips or metal or boulders shall be subject to the tests as per the requirements and subject to the approval of the Engineer-in-Charge. The stone shall be firm or medium grained hard black in colour breaking with a clean fracture and such as to make a ringing sound when struck with a hammer. The stone to be used shall be free from decay and holes, flaws, crack and other defects and must as far as possible be of uniform colour and texture. Porous stones having any skin or earth colour shall not be used. The quarries from which the stones are to be obtained shall satisfy the quality norms prescribed under respective clause and be got approved by the Engineer-in-charge.

5.13. It should be clearly understood that:

- 5.13.1 The joints of the bars are to be provided with lapping, welds or bottle nuts as will be directed by Engineer-in-Charge.
- 5.13.2 Concrete test specimens 6"x 6"x 6" in size (whether plain or reinforced concrete) for the work testing shall be taken for each structural member by a representative of the contractor in the presence of a responsible Officer of the rank not lower than that of a Asst. Engineer or Sub-Divisional Officer. The contractor shall bear the cost so involved in testing. The test specimen cube tests should be carried out in accordance to codal procedure in approved test laboratory.
- 5.13.3 Test specimen shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the test specimen did not give a concrete indication of the actual quality on concrete.
- 5.14. The contractor shall supply sample of all materials proposed to be used for the work for testing and acceptance as may be required by the concerned Engineer-in-Charge before procurement.

- 5.15. Unless specifically verified by Engineer-in-Charge subject to availability of different materials as mentioned in recovery schedule will be supplied by Department at Department Go-down at Chiplita at the rates inclusive of storage as noted against each. After issue it will be the contractor's responsibility for safe custody and up-keep of materials. He has also bear all incidental charges such as transport, storage, handling & return of empty bags at the issuing store. His rates quoted for the work is to be inclusive of all such charges.
- 5.16. In the event of delay in supply of departmental materials for unavoidable reasons, reasonable extension of time will be granted on the application of the contractor, but no claim for compensation will be entertained under any circumstances.
- 5.17. The department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the department or current schedule of rates whichever is higher.
- 5.18. All materials which are to be supplied from departmental store, will be as per availability of stock and the contractor will have to bear the charge of straightening, cutting, jointing, welding etc. to required sizes. No cut pieces of M.S. angles, tees, and joints etc less than 3'-0" in length will be accepted back as surplus and all these will be contractor's property. After the issue from the store materials may be under the custody of contractor and the contractor will be responsible for its safety and storage of cut pieces more than 3'-0" length, which will be returned by the contractor at issuing store without any conveyance charges.
- 5.19. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing the construction and bear the entire cost of the test.
- 5.20. The machineries subjected to availability with department will be supplied on hire basis as per charges fixed by OHPC from time to time. No claim whatsoever will be entertained as regards to delay in supply, non-functioning or frequent maintenance etc. for supply of machineries.
- 5.21. The sample of stone, metal, chips and sand to be used are to be got approved by the Engineer-In-Charge before execution of the work.

Sd/-
Unit Head,
CHEP, Chiplita

ANNEXURE-1

NO DEVIATION STATEMENT

(To be filled in and signed by the tenderer)

We / I have carefully gone through the instruction and conditions specified in the bid document and we / I have satisfied ourselves / myself and hereby confirm that our / my offer strictly confirms to the requirements of above without any / with following deviations.

(Strike out which is not applicable)

1.

2.

3.

SIGNATURE OF THE TENDERER

N.B. – In case nothing is mentioned in this Annexure, it will be treated that there is “NO DEVIATION”

ANNEXURE-2

DETAILS OF WORKS OF SIMILAR TYPE AND MAGNITUDE CARRIED OUT BY THE TENDERER

NAME OF THE TENDERER

)

Sl. No.	Name of the work	Place & State	Cost of work	Period in which completed	Date of completion	Principal Features	Remarks
1	2	3	4	5	6	7	8

N.B.: - Original User Certificate to be enclosed**SIGNATURE OF THE TENDERER**

ANNEXURE – 3

A F F I D A V I T
(To be sworn before the Notary)

I/We, _____ (Name of the bidder) am/are registered with the Competent Govt. Authority (_____) as a Civil Contractor having Contractors License No. _____ valid up to dtd. _____ of Class _____ do hereby solemnly declare & affirm as under:-

1. That I/We, _____ (Name of the bidder) have not been blacklisted / debarred / disqualified by any Govt. or any of its agencies or PSUs etc. during the last three years up to the date of submission of the bid.

DEPONENT

Place:

Date:

VERIFICATION

I/We, _____ (Name of the bidder), the above named deponent, do hereby verify that the contents of Paragraph -1 of this affidavit is true to my personal knowledge and nothing has been concealed and no part of it is false.

Verified at _____ this _____ day of _____.

DEPONENT

ANNEXURE-4
NO RELATION CERTIFICATE

I/We hereby certify that I/We* am/are* **not related** to any employee serving under OHPC Ltd., Odisha. I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of 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 shall be rejected.

(*) - Strike out which is not applicable

SIGNATURE OF THE TENDERER

ANNEXURE-5

COMPOSITE BANK GUARANTEE

This Guarantee Bond is executed this _____ day _____ of _____ 20..... by us the _____ (Bank) at _____ P.O. _____ P.S. _____ Dist. _____ State _____.

WHEREAS the Odisha Hydro Power Corporation Limited a company incorporated under the Companies Act, 1956 (herein after called the Company) has placed Order No. _____ Dt. _____ (hereinafter called “the agreement”) on M/s _____ (herein after called “the contractor”) for carrying out the work AND

WHEREAS the contractor has agreed to carry out the work to the company in terms of the said agreement, AND

WHEREAS the company has agreed (1) to exempt the contractor from making payment of security (2) to release 100% payment of the cost of materials as per the said agreement and (3) to exempt from performance guarantee on furnishing by the contractor to the company a Composite Bank Guarantee of the value of 10% (Ten percentage) of the said agreement.

NOW THEREFORE in consideration of the Company having agreed (1) to exempt the contractor from making payment of security (2) releasing 100% payment to the contractor (3) to exempt from furnishing performance guarantee in terms of the said agreement as aforesaid, we, the _____ Bank (hereinafter referred to as ‘the bank’) do hereby undertake to pay to the company an amount not exceeding Rs. _____ (Rupees _____) against any loss or damage caused to or suffered by or would be caused to or suffered by the company by reason of any breach by the said contractor (s) of any of the terms or conditions contained in the said agreement.

1. We the _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the company stating that the amount claimed is due by way of loss or damage caused to or suffered by the company by reason of any breach by the said contractor (s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).

2. We the _____ Bank also undertake to pay the company and money so demanded not withstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding instituted / pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

3. We, (_____) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be so enforceable till all the dues of the company under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged until Unit Head, Odisha Hydro Power Corporation Ltd., CHEP, Chiplima certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (_____) we shall be discharged from all liability under this guarantee thereafter.

4. We, (_____) further agree that the company shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. This guarantee will not be discharged due to the change in the name, style and constitution of the bank or the Contractor (s).

6. We, (_____) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing.

Dated at _____ the _____ day of _____ Two Thousand _____.

For _____
(Indicate the Name of the Bank)

WITNESS:

1.

2.

ANNEXURE – 6**NON-DISCLOSURE AGREEMENT - VENDOR / SUPPLIER/ CONTRACTOR/
SERVICE PROVIDER****(To be on a non-judicial stamp paper of Rs.100/-)**

This agreement is made on this ____ day of _____, 20_____, at _____

BETWEEN

Odisha Hydro Power Corporation Limited, a Company incorporated under the provisions of the Companies Act, 1956 and having its Chiplima Hydro Electric Project Unit at **Chiplima, Via-C. A. Chiplima, Dist.-Sambalpur-768025** (hereinafter referred to as "OHPC"), represented by its authorized representative <Name, Designation>....., which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-business and permitted assignees) of the First Part;

AND

<Name of VENDOR / SUPPLIER/ CONTRACTOR/ SERVICE PROVIDER>

....., a Company/Partnership Firm/LLP/Sole Proprietorship incorporated/registered under, <Year>..... and having its registered office at <Address>, (hereinafter referred to as "Vendor"), represented by its authorized representative <Name, Designation>....., which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-business and permitted assignees) of the Other Part;

WHEREAS:

- A. OHPC is a State Public Sector Undertaking functioning under the administrative control of Energy Department, Government of Odisha, is primarily in the business of Hydroelectric Generation within the State of Odisha.
- B. Vendor has been awarded a work vide work/purchase/service order no..... dated..... to carry-out <Name of the work/services>.
- C. In the process of providing the services or during performance of contractual obligation for the purpose indicated in the order, OHPC would provide and hand over to the Vendor, the Personal, Sensitive, Confidential Data, Proprietary Information, Technical & Technological Information and Secrets etc. belonging to OHPC and its business operations.
- D. OHPC desires to protect the said confidential and proprietary data and information, as the disclosure of such data/information of OHPC to the industry, general public, or third parties could seriously jeopardize the intellectual property rights/ any other rights of OHPC.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The term "PERSONAL INFORMATION" and "SENSITIVE PERSONAL DATA" shall have the meaning as provided in The Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 or as assigned in any other law in India and as amended from time to time.

2. The term "CONFIDENTIAL INFORMATION" shall include any confidential / proprietary / non-public information relating to the business of the respective parties, including but not limited to samples, formulae, manufacturing/development processes, specifications, drawings and schematics, however, the "Confidential Information" shall mean and include the technical and technological information and secrets relating to software, computer system, equipment, local area network and wide area network, network infrastructure and equipment, network designs/architecture, system passwords, login-ID's and commercial , marketing, financial and other information, data, ideas, programs, operations, processes and documents relating to the business or technology of OHPC or any of its affiliates which is disclosed either prior to or after the date of this Agreement by parties i) to each other ii) either of its affiliates or iii) a third party on or behalf of OHPC or any of its affiliates, to the Vendor, either in oral or written form, or through any other form of communication, and which was designated to be confidential and proprietary and shall include this Agreement as well as the intention of parties to explore the entering into of a business relationship with each other.

3. EXCLUSIONS TO THE CONFIDENTIALITY AGREEMENT:

Notwithstanding anything contained herein, the obligation as to confidentiality herein shall not apply to the following, provided the VENDOR can establish the same with a competent proof, that:

- a) the CONFIDENTIAL INFORMATION was already in the knowledge of the VENDOR, before its disclosure by OHPC;
- b) the CONFIDENTIAL INFORMATION, at the time of its disclosure by OHPC to the VENDOR, was in public domain;
- c) the CONFIDENTIAL INFORMATION became a part of public domain, after its disclosure by OHPC to the VENDOR, either by publication or otherwise, except through the breach of this Agreement.
- d) the CONFIDENTIAL INFORMATION was received by the VENDOR from a third party who was in possession of the same without violation of the obligation as to confidentiality;
- e) the CONFIDENTIAL INFORMATION was independently developed by the VENDOR, without the breach of this Agreement;
- f) the CONFIDENTIAL INFORMATION was required to be disclosed under the law;

The Information shall not be deemed to be in the public domain merely by the reason that it is known to a few members of the public to whom it might be of commercial interest. Further, a combination of two or more parts of the information shall not be deemed to be in the public domain merely by the reason of each separate part thereof being so available in public domain.

4. OBLIGATIONS OF THE VENDOR

- a. The VENDOR shall use the CONFIDENTIAL INFORMATION exclusively for its own purposes and shall not share the same otherwise to any third party, directly or indirectly, without the express consent of OHPC (which consent may be withheld arbitrarily, and shall keep the same strictly confidential).
- b. The VENDOR shall ensure that the CONFIDENTIAL INFORMATION is not accessible to anyone other than those who are required to have such access.
- c. The VENDOR may only disclose the CONFIDENTIAL INFORMATION to such of its employees or associates as are directly involved for the purpose of fulfilling the business association entered into between the parties on a need-to-know basis, provided that the VENDOR shall bind effectively such employees and / or such associates with a corresponding obligation. In any event, the VENDOR shall be responsible for any breach of this Agreement by any such employee or associate.
- d. The VENDOR shall notify OHPC upon its becoming aware of the occurrence of any breach of this Agreement due to any unauthorized use of CONFIDENTIAL INFORMATION.
- e. In the event the VENDOR becomes legally compelled to disclose any CONFIDENTIAL INFORMATION, it shall promptly notify OHPC about the same, so as to enable OHPC to obtain appropriate protective order, if any. The VENDOR shall exercise its best efforts to obtain assurance that confidential treatment will be accorded to the CONFIDENTIAL INFORMATION so disclosed, and shall make best efforts to diminish losses to OHPC arising out of such disclosure. In any event, the VENDOR shall disclose only such part of the CONFIDENTIAL INFORMATION, as is legally mandatory.

f. That the Vendor agrees that the Non-compliance of the terms of this agreement can attract legal actions as per law, revocation of systems privileges and includes termination of agreements/services, if any, claim of damages and such other actions as specified in other clauses of this agreement or the original agreement/work order.

5. RETURN OF CONFIDENTIAL INFORMATION

Immediately upon the decision by the VENDOR to not to continue with any arrangement/ agreement or immediately upon the request of OHPC, the VENDOR shall promptly return and/or procure the return of the CONFIDENTIAL INFORMATION, and all copies (whether or not lawfully made or obtained) of the same or any part of thereof, as well as all analysis, computations, studies or other documents or information prepared, which is based upon, contains or refers to or to any part of, the CONFIDENTIAL INFORMATION, to OHPC or to any party designated by OHPC in this behalf, or destroy the same as may be advised by OHPC, and shall confirm by way of a written certificate to that effect to OHPC, and also further confirm that the VENDOR has not reproduced or retained any samples, originals or copies of any part of the CONFIDENTIAL INFORMATION; except that the VENDOR could keep a single copy of the CONFIDENTIAL INFORMATION solely for the purposes of determining compliance with obligations as to confidentiality hereunder.

6. TENURE OF THE AGREEMENT

The Agreement shall be valid for a period of 5 years from the date thereof, or till parties enter into definitive Agreement of business relationship arising out of the or any earlier determination of this Agreement effected by OHPC by requisitioning the return of the CONFIDENTIAL INFORMATION, whichever is earlier. The Vendor shall continue to be liable for any breach of Personal/ Sensitive/ Confidential data given by OHPC even after the termination of main agreement.

7. WARRANTY AS TO ACCURACY OR COMPLETENESS OF THE INFORMATION

OHPC makes no representation or warranty as to the accuracy or completeness of the CONFIDENTIAL INFORMATION disclosed to the VENDOR, and accordingly no liability accrues to OHPC for any damage, injury or loss resulting from the use of the CONFIDENTIAL INFORMATION.

8. RELATIONSHIP PRESUMPTIONS

- a. The VENDOR understands and acknowledges that nothing herein creates any presumptions about any proposed transaction or relationship with OHPC.
- b. This Agreement does not grant to the VENDOR any proprietary rights to the CONFIDENTIAL INFORMATION or any license under any patents, trademarks, copyrights or any other intellectual property, and all right, title and interest in and to the CONFIDENTIAL INFORMATION shall remain the exclusive property of OHPC.
- c. Nothing in this Agreement shall be construed by implication or otherwise, as establishing any relationship of principal and agent or employer and employee between the parties hereto, or creating or authorizing any party to create any commitment on behalf of the other party or any charge on the other party.

9. INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE

The VENDOR understands and acknowledges that, due to the unique nature of the CONFIDENTIAL INFORMATION of OHPC, any unauthorized disclosure of any portion thereof shall cause irreparable damage / injury to the interest of OHPC and that monetary relief will not be adequate or complete remedy to compensate for such damage/injury. Accordingly, the VENDOR hereby acknowledges that OHPC shall be entitled to injunctive relief and / or a remedy of specific performance in the event of any unauthorized disclosure by the VENDOR or by any of its said employees or the said associates, in addition to whatever remedies it might have in law or in equity.

10. ENTIRE AGREEMENT

This Agreement represents the intentions of the parties hereto, in entirety, on the subject matter hereof, and shall supersede anything outside this Agreement relating to the subject matter hereof.

11. SEVERABILITY

If any part of this Agreement becomes or is discovered to be unlawful and / or unenforceable, and if the remaining Agreement could be separated from such part, then the remaining Agreement shall be deemed to continue in such reduced form.

Non-assignment - Save as expressly agreed by the parties hereto in writing, no right or obligation under this Agreement can be assigned to any other party.

Waiver - No waiver or modification of this Agreement will be binding upon the parties unless made in writing and signed by a duly authorized representative of such parties. Further, failure or delay in enforcing any right under this Agreement shall not amount to a waiver of such right.

Modifications - This Agreement may not be modified except in writing, signed by the parties hereto, through their duly authorized representatives.

Jurisdiction & Arbitration - This Agreement shall be governed by and construed in accordance with the Laws of India (without reference to the rules relating to the conflict of laws), under the jurisdiction of High Court of Orissa, Cuttack.

Any dispute or difference with respect to the construction or interpretation of any of the clauses hereof, or as to the meaning or effect thereof, which could not be resolved amicably between the parties hereto, shall be referred to arbitration. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, as amended or re-enacted. Each party hereto shall appoint one arbitrator. Both these arbitrators shall jointly appoint a third arbitrator. The Venue of arbitration shall be at Bhubaneswar and language shall be in English. The fees of the arbitrators shall be as per the Schedule IV of the Arbitration and Conciliation Act, 1996.

Related Party Acts -

a. Any act or omission which if it were an act or omission of the VENDOR would be a breach of this Agreement on its part, be deemed to be such an act or omission for which the VENDOR is responsible when done or omitted to be done by a third party, if -

- i) such third party is controlled by or controls, the VENDOR, or
- ii) both, such third party and the VENDOR, are under the common control of any other party

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives, as on the date hereof.

Authorized Representative of OHPC:	Authorized Representative of Vendor:
Name: _____	Name: _____
Designation: _____	Designation: _____
Signature: _____	Signature: _____
Date: _____	Date: _____
Witness Name, Designation & Signature:	Witness Name, Designation & Signature:
1.	1.
2.	2.