ODISHA HYDRO POWER CORPORATION LIMITED

UPPER INDRAVATI HYDRO ELECTRIC PROJECT

MUKHIGUDA, Dist- KALAHANDI, PIN- 766026

E-mail: sgmel_uihep@ohpcltd.com

BID DOCUMENT FOR

“Construction of new toilet at Central Store of UIHEP, Mukhiguda”.

E-PROCUREMENT NOTICE NO.17/2026-27, Dated.29.07.2026

(TECHNICAL BID)

Approximate Estimated Cost – Rs.2,94,931/- (Excluding GST)
Tender Paper Cost – Rs. 2,360/- (Including GST 18%)

C O N T E N T S

ISO 9001-14001
18001 Certified

OFFICE OF THE SR. GENERAL MANAGER (ELECTRICAL)
UPPER INDRAVATI HYDRO ELECTRIC PROJECT, MUKHIGUDA,
DIST: KALAHANDI-766026, E-mail: sgmel_uihep@ohpcltd.com

ODISHA HYDRO POWER CORPORATION LTD. (A GOVERNMENT OF ODISHA UNDERTAKING)
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WEB: www.ohpcltd.com, CIN: U40101OR1995SGC003963

‘e’- Procurement Notice

NOTICE INVITING TENDER NO. UIHEP/17/2026-27 DATED.29.07.2026

The Unit Head, UIHEP, Mukhiguda, Dist.- Kalahandi invites percentage rate bids in double cover system i.e. Cover-I (Technical Bid) & Cover II (Price Bid) in **Online mode** from eligible contractors for the work as detailed in the table below.

Sl. No.	Name of work	Approx. Estimated cost (in Rs.)	EMD (in Rs.) (online)	Class of Contractor	Cost of bid document (in Rs.) (online)	Period of contract
1	Construction of new toilet at Central Store of UIHEP, Mukhiguda.	2,94,931/- (Excluding GST)	2,950/-	‘D’ & ‘C’ Class Contractor registered with State Govt./Central Govt. / MES / Railways.	2,000/- + GST @18% = 2,360/-	Three (03) calendar months

Availability of tender document in the portal: From 05.08.2026 (10:00 Hrs) to 14.08.2026 (up to 13:00 Hrs.)
Last date & time of submission of tenders in the portal: 14.08.2026 up to 13:00 Hrs.
The date & time of opening of the bid: 14.08.2026 at 16:30 Hrs (Only Technical Bid)

The bidders have to participate in **ONLINE** bidding only. Further details can be seen and tender document can be downloaded from the e-Procurement Portal “https://tendersodisha.gov.in”.

-Sd-
Unit Head
UIHEP, Mukhiguda

SECTION-I

Instruction of Govt. Odisha for e-tender

Procedure to participate in online bidding (e-procurement).

1. **Preparation of Tender Documents**

The intending bidder shall log in to the e-procurement portal identified as **http://tendersodisha.gov.in** and download the technical bid (cover-I) and price bid (Cover-II). As per the requirement of the bid document, the bidder will fill up the required information and fill up the rate in figures and words on the intelligent MS Excel sheet. Any discrepancy in figures and words then words will be the final and binding. The bidder is to scan his registration certificate, GSTIN, PAN Card, Affidavit, labour license, No relation certificate and certificate issued by competent authorities required for fulfilling the minimum qualification criteria specified in the bid document for the work. The bidder is also required to scan the RC books and other papers relating to the machineries and other documents as specified in the bid document.

2. **Method of submission of Tender Documents**

2.1 The bidder shall upload the scanned copy / copies of the documents and information as per requirement of the bid documents through the e-procurement portal. All documents and scanned copies are to be uploaded in the designated location of technical bid (Cover-I) except the filled up intelligent excel sheet. The filled up intelligent bill of quantities in Excel format will be uploaded in the designated location of price bid (Cover-II). The bidder is required to upload the required documents in appropriate location of Technical and Financial bid failing which the bid will be rejected. All the uploaded documents should be clear and legible. Before activating the submit button, the clarity of the document may be ensured by taking out a sample copy. In the e-procurement tendering system, the bidder is required only to submit the required information as per bid document instead of submitting the entire bid document. The "online" bidder shall digitally sign on all statements, documents, clarifications uploaded by him owning responsibility for their corrections / authenticity. If any of the information furnished by the bidder is found to be false / fabricated / bogus, the bidder will be black listed and his EMD / Bid Security will be forfeited.

2.2 The information required as per bid documents may be provided in the specified format annexed to the bid document.

2.3 If the intending bidder is an individual, the documents shall be digitally signed by the individual while uploading the tender through e-procurement portal.

2.4 If the intending bidder is a proprietary firm, it shall be digitally signed by the proprietor while uploading the tender through e-procurement portal.

2.5 If the intending bidder is a firm in partnership, it shall be digitally signed by a partner holding the power of attorney for the firm in partnership in which case a certified copy of power of attorney shall accompany in the technical bid documents.

2.6 If the intending bidder is a limited company or Corporation, it shall be digitally signed by a duly authorized person holding the power of attorney in which case certified copy of power of attorney shall accompany.

2.7 All witness and sureties shall be of person of status and probity and their full names, occupation and address shall be stated below in the appropriate place.

2.8 Bids from joint venture are not acceptable.

3. **Opening of Tender Documents.**

The bids will be opened by the openers in the O/o the Sr. General Manager (Ele), Upper Indravati Hydro Electric Project, At/Po:- Mukhiguda, Dist:-Kalahandi, Odisha in the presence of bidders or their authorized representative, who wish to be present.

4. PROCEDURAL REQUIREMENT FOR PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL AS PER OFFICE MEMORANDUM IN OPWD CODE:

4.1 The e-procurement portal of Government of Odisha is https://tendersodisha.gov.in.

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

4.3 For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.

4.4 The e-procurement shall be operated compliant to relevant provisions of OGFR/OPWD code / Accounts code / Government statues including any amendments brought from time to time to suit to the requirement of the best national practice.

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

4.6 For the role management "Department" is the Administrative Department, Organization or wing is the Chief Engineer or highest tender accepting authority or equivalent officer, Division is the Executive Engineer or equivalent officer and Sub-Division is the Assistant Executive Engineer or equivalent officer.

4.7 The e-procurement software assigns roles for operation of the module for specific function. The terminologies used in the portal and their respective functions in the software are as mentioned in the OPWD code.

4.8 NOTICE INVITING BID (NIB) or INVITATION FOR BID (IFB)

4.8.1. The Notice Inviting Bids (NIB) and Bid documents etc. shall be in the standard formats as applicable to conventional Bids and will be finalized / approved by the officers competent as in the case of conventional Bids.

4.8.2. The tender documents published by the Tender Inviting Officer (Procurement Officer Publisher) in the website https://tendersodisha.gov.in will appear in the "Latest Active Tender." The Bidders / Guest Users can download the Bid documents only after the due date and time of sale. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Notice Inviting Bid' after which the same will be removed from the list of "Latest Active tenders".

4.9 ISSUE OF ADDENDUM / CORRIGENDUM / CANCELLATION NOTICE

4.9.1. The Procurement Officer Publisher (Officer Inviting Tender) shall publish any addendum/corrigendum/cancellation of tender in the website https://tendersodisha.gov.in, notice board and through paper publication and such notice shall form part of the biding documents.

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

4.10 **CREATION AND PUBLISHING OF BID** :

4.10.1. All the volumes / documents shall be uploaded in the portal by the tender creating officer (Procurement Officer Administrator) and published by the Officer Inviting Tender (Procurement Officer Publisher) using their DSCs in appropriate format so that the document is not tampered with.

4.10.2. The tender document comprises the notice inviting tender, bid document / SBD, drawings in pdf format and the schedule of quantities / BOQ in .xls format to be uploaded by the Officer Inviting Tender.

4.10.3. Procurement Officer Administrator creates tender by filling up the following forms:

I. BASIC DETAILS

i. **COVER CONTENT**: The Procurement Officer Administrator should briefly describe the name and type of documents to be uploaded by the bidder in the following format

a. For Double Cover/Packet (please refer to 1.5 of instruction to tenderer).

Sl. No	Cover Type	Document Description	Type
1	Technical	Tender Cost, EMD, GSTIN, PAN, Contractor Registration Certificate.	.pdf
		Affidavits, undertakings and any other document as per SBD / DTCN/ Scanned copy	.pdf
2	Financial	BOQ	.xls

ii. **TENDER DOCUMENT**: The Procurement Officer Administrator should upload the NIT in pdf format.

iii. WORK ITEM DETAILS

iv. **FEE DETAILS**: The Procurement Officer Administrator should mention the cost of tender paper and EMD amount as laid down in DTCN/SBD.

v. **CRITICAL DATES**: The Procurement Officer Administrator should mention the critical dates of tender such as publishing date, document download start date and end date, seek clarification start date & end date (optional), bid submission start date & closing date, bid opening date as per DTCN/SBD.

vi. **BID OPENER SELECTION**: The Procurement Officer creator can select two / three / four bid openers for a particular bid. If required the bid openers can also be selected within an organization from other procurement units (Circles / Divisions).

vii. **WORK ITEM DOCUMENTS**: The Procurement Officer Administrator should upload the digitally signed tender document (SBD / DTCN) or any other addition document/drawings in pdf format and Bill of Quantities in xls format.

viii. **PUBLISHING OF TENDER**: The Procurement Officer Publisher shall publish the tender using his/her DSC after detail scrutiny of the fields created and documents uploaded by the Procurement Officer Administrator. The Procurement Officer Publisher can publish tenders for multiple procurement units using multiple DSCs procured for each post separately. After being relieved from the additional charges he has to surrender the additional DSCs to the Nodal Officer of the concerned organization.

4.11 **PARTICIPATION IN BID** :

4.11.1 **PORTAL REGISTRATION** : The contractor / Bidder intending to participate in the bid is required to register in the portal using his/her active personal / official e-mail ID as his/her login ID and attach his/her valid Digital signature certificate (DSC) to his/her unique Login ID. He / She have to submit the relevant information as asked for about the firm/contractor. The portal registration of the bidder/firm is to be authenticated by the State Procurement Cell after verification of original valid certificate / documents such as (i) PAN and (ii) Registration Certificate (RC) / (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC / GSTIN. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.

4.11.1.1. Bidders participating through joint Venture shall declare the authorized signatory through memorandum of understanding duly registered and enroll in the portal in the name and style of the Joint Venture Company. It is mandatory that the DSC issued in the name of the authorized signatory is used in the portal.

4.11.1.2. 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 process that are undertaken through the e-procurement system irrespective of who operates the system.

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

4.11.3 **DOWNLOADING OF BID**: 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 before the closing date and time of submission.

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

4.11.5 **PREPARATION OF BID**

4.11.5.1. The bids may consist of general arrangements drawings or typical or any other drawings relevant to the work for which bid has been invited. Bidder may download these drawings and takeout print for detail study and preparation of his bid. Any other drawings and documents pertaining to the works available with the Officer Inviting the bid will be open for inspection by the bidders.

4.11.5.2. 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, PAN, GST Registration, Contractor License, price bid etc. and store in the system.

4.11.6 **PAYMENT OF EMD AND COST OF BID DOCUMENTS :**

4.11.6.1 The bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. The bidder shall scan all the written/printed pages of the bid security and up load the same in portable document format (PDF) to the system in designated place of the technical BID. Furnishing scanned copy of such documents is mandatory otherwise his/her bid shall be declared as non-responsive and liable for rejection.

4.11.6.2 The validity period of the EMD or Bid Security shall be as mentioned in the bid document. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in the bid document shall be rejected as non-responsive. The bid security shall be retained till such time the successful bidder furnishes Security Deposit (SD) or Performance Security acceptable to the Officer Inviting the Bid. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. Bid security in other form is acceptable if the bid document provides for it.

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

4.11.5.3. 11.6.4 Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.

4.12 **SUBMISSION OF BID:**

4.12.1 The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a technical Bid & a Financial Bid. The Technical bid generally consist of cost of Bid documents, EMD / Bid Security, GSTIN, PAN / TIN, Contractor Registration Certificate, EPF & ESI Registration Certificate, Affidavits, List of similar nature of works, work in hand, list of machineries and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information / undertaking including rebates.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.14 **SECURITY OF BID SUBMISSION:**

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

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

4.15 **RE-SUBMISSION AND WITHDRAWAL OF BIDS:**

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

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

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

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

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

4.16 **OPENING OF THE BID:**

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

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

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

4.16.4 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.

4.16.5 Combined bid security for more than one work is not acceptable.

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

4.16.7 In case of non-responsive tenders, the officer inviting tender should complete the e-Procurement process by uploading the official letter for cancelled / re-tender.

4.17 **EVALUATION OF BIDS:**

4.17.1 All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded.

4.17.2 The bidder may be asked in writing / online (in their registered e-mail ids) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other document of historical nature during 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. The authority inviting bid may reserve the right to accept any additional document.

4.17.3 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.

4.17.4 The Technical evaluation of all the bids shall be carried out as per information furnished by bidders.

4.17.5 The Procurement Officer-evaluators will evaluate bid and finalize list of responsive bidders.

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

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

4.17.8 At the time of opening of “Financial Bid”, bidders whose technical bids were found responsive will be opened.

4.17.9 The responsive bidders name, bid price, item wise rates, total amount of each item in case of item rate tender and percentage above or less in case of percentage rate tenders will be announced.

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

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

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

4.18 **NEGOTIATION OF BIDS:**

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

4.19 **NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

4.19.1 The employer / Engineer-in-Charge shall notify acceptance of the offer for the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This letter of acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution and completion of the Works by the contractor as prescribed by the contract and subject to deposit of the amount of Performance Security and Additional Performance Security along with submission of required documents & signing of contract agreement. The issue of the letter of Acceptance shall be treated as closure of the bid process and commencement of the contract.

4.19.2 The contractor after furnishing the required acceptable Performance Security & Additional Performance Security, “Letter to Proceed” or “Work Order” shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer-Publisher. The Procurement Officer-Publisher shall upload the summary and declare the process as complete.

4.19.3 If the L-1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium / JV / firm where such an agency / firm already happens to be or is going to be partner / member / proprietor, he /they shall neither be allowed for participation in bidding for three years nor his/their application will be considered for registration and action will be initiated to blacklist him/them. In that case, the L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder, otherwise the tender will be cancelled.

4.20 **BLOCKING OF PORTAL REGISTRATION**

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

4.20.2 The portal registration blocked in the ground mentioned in the above Para-23.1 shall be unblocked automatically in receipt of revocation order of cancellation / suspension / blacklisting from the concerned authority.

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

4.20.4 Fails to furnish original Technical / Financial documents / instruments (Tender Paper cost, EMD / Bid Security) before the designated officer within the stipulated date and time.

4.20.5 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid Validity period.

4.20.6 Fails to execute the agreement within the stipulated date.

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

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

5. REVISED EXECUTIVE INSTRUCTION REGARDING ELECTRONIC RECEIPT, ACCOUNTING AND REPORTING OF COST OF TENDER PAPER AND EARNEST MONEY DEPOSIT ON SUBMISSION OF BIDS.

5.1 The State Government have introduced Electronic Receipt of Cost of Tender Paper & Earnest Money Deposit on submission of Bids through payment gateway of designated Banks such as SBI / ICICI Bank / HDFC Bank for all Government Departments, State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phase (ANNEXURE –I). The process outline as well as accounting and reporting structure are indicated below.

a) It will be carried out through a single banking transaction by the bidder for multiple payments like Cost of Tender Paper & Earnest Money Deposit on submission of Bids.
b) Various payment mode like Internet Banking / NEFT / RTGS of designated banks and their aggregator banks as well can be accessed by the intending bidders.
c) Reporting and Accounting of the e-Receipts will be made from a single source.
d) Credit of receipts into the Government Accounts and to the designated bank accounts of the participating entities indicated in Para-2 above would be faster.

5.2 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 payments status shall not be able to submit their Bid. Tender Inviting Authority, State Procurement Cell, NIC, the designated banks shall not be held responsible for pendency or failure.

5.3 **Banking Arrangements.**

a. Designated banks (SBI/ ICICI Bank / HDFC Bank) payment gateway are being integrated with e-Procurement portal of Government of Odisha **(https://tendersodisha.gov.in**)
b. The designated bank participating in Electronic Receipt, Accounting and Reporting of the Receipt of Cost of Tender paper and Earnest Money Deposit on submission of Bids will nominate Focal Point Branch called e-FPB, who will authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the banks branches while making payments.

5.4 **Procedure of Bid submission using electronic payment of tender paper cost and EMD by bidders.**

a. The bidders have to logon to the e-Procurement portal (https://tendersodisha.gov.in) using his/her digital signature certificate and then search and then select 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 the Work Department Office Memorandum No.7885/W dt.23.07.2013.
c. Electronic payments of paper cost and EMD: Then the bidders have to select and submit the bank name as available in the payment options.
   i. A bidders shall make electronic payment using his/her internet banking enabled account with designated banks of their aggregator banks.

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

- Online NEFT/RTGS Payments using internet banking of the bank in which the bidders hold his account, by adding the account No. as mentioned in the challan as on Interbank Beneficiary.

d. Bid Submission: Only after receipt of intimation at the e-Procurement portal regarding successful transition by Bidders 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 and acknowledgement receipt for successful bid submission. The bidders should make a note of Bid ID generated in the acknowledgement receipt for tacking their bid status.

5.5 **Settlement of cost of Tender Paper**

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

b. Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies & Local Bodies etc. Cost of Tender Paper, the e-Procurement Portal shall generate a MIS for the State Procurement cell (SPC). The MIS will contain an abstract of cost of Tender Paper collected with reference to Bid Identification Number. The Cost of Tender papers will be credited to the registered Bank accounts of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies.

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

d. Back-end Transaction Matrix of Electronic Receipt of Cost of Tender Paper and Earnest Money deposits on submission of BIDs is enclosed in the Annexure-I.

5.6 **Settlement of Earnest Money Deposit on submission of Bids**:

a. The Bank will remit the Earnest Money Deposit on submission / cancellation of Bids to respective Bidders account as per direction received from TIA through e-procurement system.

5.7 **Forfeiture of EMD**:

Forfeiture of Earnest Money Deposits on submission of Bid of defaulting bidders is occasioned for various reasons.

a. In case the Earnest Money Deposits on submission of Bid is forfeited, the e-Procurement Portal will direct the bank to transfer the EMD value from the pooling account of SPC to the registered account of the tender inviting authority.

b. The Tender Inviting Authorities of the Government Departments will deposit the forfeited Earnest Money Deposits on submission of Bid, in the State Government Treasury under the appropriate head(8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipts in their cash book under the head 0075-Misc. General Service-00-101-unclaimed Deposits-0097-Misc Receipts-02080-Misc. Deposits and submit the detail account to DAG, Puri as a deposit of the Division.

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

ANNEXURE-I

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

	Cost of Tender Paper	Earnest Money Deposit on submission of Bid
Government Departments	I. The payment towards the Cost of Tender Paper, in case of Government Departments, shall be collected in the separate pooling accounts opened in Focal Point Branch call e-FPB of respective designated banks (as stated in Para-2) at Bhubaneswar on T+1 day. II. With reference to the Notice Inviting Tender / Bid Identification Number, the amount so realised is to be remitted to Government Account under the Head of Account 0075-Misc. general Services-800-Other Receipts-0097-Misc Receipts -02237-Cost of tender Paper through Odisha Treasury Portal after opening of the Bid.	I. In case of tenders of Government Departments amount towards Earnest Money Deposits on submission of bids shall be collected in a pooling account opened for this purpose at Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the bank will remit the amount to the respective bidder's account within two working day on receipt of instruction from TIA through refund and settlement of e-Procurement System. II. In case of forfeiture of Earnest Money Deposit on submission of bids, the e-procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.
State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies	I. In case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. the amount towards Cost of Tender Paper on submission of Bids shall be collected in separate pooling accounts opened in Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar on T+1 day. II. The Paper Cost will be transferred to the respective current account of concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. after opening of Bid	I. Amount towards EMD on submission of Bids shall be collected in a separate pooling account of Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account on receipt of instruction from TIA through refund and settlement of e-procurement system within two working days from the receipt of such instruction. II. In case of forfeiture of Earnest Money Deposit on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the pooling account of SPC to the registered account of the tender inviting within two working days of receipts of instruction from TIA.

Section-II

INSTRUCTION TO TENDERERS

1.1 SCOPE & TECHNICAL WORK:

i. Refer to section – V of the tender document.

1.2 CORRESPONDENCE:

All correspondences shall be made in English only to "**The Unit Head, Upper Indravati Hydro Electric Project, At/Po – Mukhiguda, Dist. – Kalahandi, Pin – 766026, Odisha**".

1.3.1 SCHEDULE OF DATES:

The various crucial dates relating to this tender are given below.

a) **Period of sale/download of Tender Document: From 10:00 Hrs. of 05.08.2026 to 14.08.2026 (up to 13:00 Hrs.)**

b) **Last Date and time for submission of Tender Document: 14.08.2026 (up to 13:00 Hrs.)**

c) **Last date & time of seeking tender clarification: 12.08.2026 up to 13:00 Hrs.**

d) **Date and time for opening of Techno Commercial Bids: 14.08.2026 at 16:30 Hrs.**

1.3.2 Cost of Tender Document in (Rs.): 2,360/- (Rs.2,000/-+18% GST) (Online).

1.3.3 EMD in (Rs.): 2,950/- (Online).

1.4 ELIGIBILITY CRITERIA:

1.4.1 The Bidders should not have been debarred by any of the Central / State Government Department / Board / Corporation / Agency / PSU / Municipality. Bidder shall submit an affidavit as per Annexure-IV in this context with the Technical Bid.

1.4.2 'D' & 'C' class Contractors registered with the State Government and Contractors of Equivalent Grade / Class Registered with Central Government / MES / Railways can participate in the tender on production of definite proof from the appropriate authority (Documentary evidence to be submitted).

1.4.3 The Bidder should have valid PAN, GST Registration, EPFO & ESI registration certificate. In case the bidder is not having EPFO & ESI registration certificate at the time of submission of Bid, failing which his tender shall be rejected.

1.4.4 The bidder should have experience of similar nature of works i.e. at least two (02) nos. in last three (03) years.

1.5 Bid Submission:

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

1.5.2 The bidder shall submit the documents including proof of eligibility criteria in the designated locations of technical bid (Cover-I) and Financial bid (Cover-II). Submission of bid documents shall be effected by using DSC of appropriate class and thus shall be in encrypted form. The bidder shall only submit single copy of the document. He is required to check the documents uploaded with the requirement asked for in the bid. Only after satisfying that all the documents have been uploaded he should activate submit button. His bid shall not be considered responsive and action as per relevant clause shall be taken if he does not provide the required documents or provides illegible documents. Clarity of the document may be ensured by taking out a sample printing.

1.6 OTHER CONDITIONS:

1. Conditional Tender will not be taken into consideration.
2. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the Tender Call Notice. Any change in the wording will not be accepted.
3. It is allowed to modify the bid through the e-procurement portal. The bidder shall have to log in the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and latest bid only will be admitted. But the bidder should avoid modification of the bid at the last moment to avoid system failure or malfunction of the internet or traffic jam. If the bidder fails to submit his modified bids within the designated time of receipt, the bids already in the system shall be taken for evaluation.

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

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

6 All tenders received will remain valid for **120 (One Hundred and Twenty)** days from the date of opening of tenders and validity of tenders can also be extended if required without any monetary compensation.

7 The Bid Security (earnest money) will be retained in the case of successful bidder and will be dealt with as per the terms and condition of O.P.W.D. code.

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

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

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

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

(i) Sign the agreement or

(ii) Furnish the required performance security.

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

9 The bidder will be black listed in any of the following cases.

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

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

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

i) Accept the work order or,

ii) Sign the agreement or,

iii) Furnish the required performance security.

iv) Furnish Additional Performance Security (if applicable).

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

e) Misbehavior / threatening to Departmental & supervisory officers during execution of work / tendering process.

f) Involvement in any sort of tender fixing.

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

h) Security consideration of the State i.e., any action that jeopardizes the security of the State.

i) Persistent and intentional violation of important conditions of contract.

10 Exemption holder like SC/ST contractors shall submit copy of caste certificates and an application for rate preference for availing the facilities.

11 If the tender of scheduled caste & scheduled tribe contractors is within 10% of the rate quoted by the lowest tenderer the work may be considered for award to the SC/ST contractor at the lowest tendered rate in relaxation of rule 18 as per the OGFR vol-I and para 1.5.14 of the OPWD code vide works department order No.16/37-27748 dated.11.10.1977.

12 Engineer Contractors desirous to avail of exemption of EMD for participating in bid shall have to upload an affidavit for not having availed this facility in three during the financial year and in the fact of awarding the work original license shall be submitted before the authority for making necessary entry in the original license.

13 The authority reserves the right to make such increase or decrease in quantity of items of works mentioned in the scheduled attached to the tender notice as may be considered necessary for the satisfactory completion of the contract work. All such increase or decrease shall in no way invalidate/ vitiate the contract rates. The contractor shall not be entitled for any compensation on this account, except grant of extension of time where considered necessary.

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

15 Under section12 of contract labor (Regulation and Abolition Act 1970) the contractor who undertakes execution of work through labour, should produce valid license from licensing authority of labour department (labour license before signing the agreement) to start the work.

16 Contractor is required to abide by the fair wages clauses as introduced by Govt. of Odisha and will not pay less than the Fair wages fixed by Govt. to the laborers engaged by him for the work.

17 In case of any complaint by the labours about the nonpayment of his wages as per latest minimum wages Act., the Unit Head will have the right to investigate and if the contractor is found to be at fault. He may recover such amount due in any form from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The decision of the Unit Head UIHEP, Mukhiguda shall be final and binding on the contractor.

18 It should be understood clearly that no claim whatsoever will be entertained in regard to extra items of work or extra quantity of any item besides estimated amount, unless written order is obtained from the Engineer-in-charge and rates settled before the extra items of work or extra quantity of any item of work is taken up.

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

20 The bidders shall furnish the self attested copies of the valid registration certificate, PAN, Goods and services Tax Registration Certificate, EPF registration certificate & ESI registration certificate with his Bid failing which his / her bid shall not be considered.

21 A bidder can submit only one set of tender paper. Submission of more than one set of tender paper by a bidder for a particular work will be liable for rejection of all such tender paper of the concerned bidder.

22 The authority reserves right to cancel any or all bids without assigning any reason thereof.

1.7 SPECIAL ATTENTION

1.7.1 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.

1.7.2 Award is to be made to the tenderer whose technically responsive bid is determined to be the lowest evaluated tender and who meets the appropriate standards of technical capability and financial stability.

1.7.3 It shall be clearly understood that the tenderer 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 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 him from his responsibilities for execution of the contract.

1.7.4 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 affecting this tender, their offer shall not be considered for evaluation. The tenderer has to furnish an undertaking to this effect.

1.7.5 The site for the work shall be made available as mentioned under the Contract Data.

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

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

1.8 LANGUAGE AND MEASURES OF BID

1.8.1 All literature, specifications, schedules, notices, or any other correspondences in connection with the tender shall be in English preferably printed or typed on one side of the paper.

1.8.2 The metric system of measurement shall be used exclusively in the bid.

1.9 **COST OF BIDDING**: The cost incurred by bidder in preparing this bid, in providing clarifications or attending discussions, conferences in connection with this tender will not be reimbursed by the Customer under any circumstances.

1.10 CLARIFICATION:

The bidders 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 bidder 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 bidder to ask for time beyond the due date fixed for clarification of tenders.

1.11 SITE VISIT:

Before submission / uploading of their bids bidders may, if they so wish, conduct site visit of UIHEP, Mukhiguda at their own expenses to get conversant with the actual site conditions. UIHEP shall not entertain request of the successful bidder for any modification to the work order once the same is issued. The bidder should also inspect the quarries and approach roads to quarries and satisfy himself / themselves about the quality and availability of materials.

1.12 BUILDING AND OTHER CONSTRUCTION WORKERS (RE & CS) ACT – 1996

The Successful bidder has to register himself under this act in the office of the Asst. Labour Officer, Bhawanipatna.

1.13 **RULES AND REGULATIONS:** Bidders shall familiarize themselves with the rules and regulations of OHPC Ltd., applicable to execute the contract at Upper Indravati Hydro Electric Project, Mukhiguda, Dist: Kalahandi, State: Odisha.

1.14 **CURRENCIES OF BID:** Price shall be quoted only in the Indian Rupees.

1.15 **SUFFICIENCY OF BID:** The bidder shall be entirely responsible for the sufficiency of the rates quoted by him.

1.16 SUCCESSFUL BIDDERS

1.16.1 The bidders who meet the technical requirements, the condition of tender specification, financial capability, suitable infrastructure machineries, T & P, Skilled manpower, experience and offers lowest evaluated price may be ordinarily be selected for the work

1.16.2 After submission of security deposit as per Clause No.2.8 and execution of the Contract Agreement the work shall be carried out.

1.16.3 The customer also reserves the right to waive any formality, minor deviation or omission in respect of any bid.

1.17 DEPARTURE FROM THE CONDITIONS OF TENDER DOCUMENT

1.17.1 Should the tenderer wishes to depart from any condition of this tender documents, he shall submit along with his bid a complete and item wise list of such departures in a separate schedule giving reference to the section in tender document, which may / may not be acceptable to the customer. Even if there is no deviation in these respects, the bidder should clearly write in the schedule **'NO DEVIATION'** with his signature in **annexure –III**

1.18 AWARD OF CONTRACT

1.18.1 The award of contract will normally be made within **the bid validity period** after the bids are opened. If there is any possibility of delay the bidders shall be notified for extension of bid validity without any change of bid price and other terms and conditions.

1.18.2 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.

1.18.3 In case of **Tie in L-1 prices, the authority reserves the right to decide it on the basis of lottery.**

1.18.4 The successful bidder is required to deposit Additional Performance Security (APS) as per clause No.2.8.3 of Section – III within seven (07) days of issue of letter of acceptance by email and attend this office for verification of his document with originals within seven (07) days of issue of letter of acceptance by email failing which his bid may not be considered for placing the order.

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

1.18.6 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.

1.18.7 Prior to the expiry of the period of bid validity prescribed by the customer, the customer will notify the successful bidder confirming in writing by FAX / E-mail / Post that his bid has been accepted. This letter (herein after and in the Condition of Contract called letter of Intent) shall mention the sum, which the customer will pay to the contractor for completion of work done by the contractor as prescribed by this contract (herein after and in the Condition of Contract called "the contract price").

1.18.8 At the time the customer issues letter of intent / work order, the customer will send the Form of Agreement provided in this document (Annexure-II) to the bidder with all necessary conditions between the parties.

1.18.9 The successful bidder has to execute contract agreement with Engineer-in-Charge within specified time period.

1.18.10 In case the successful bidder fails to execute the agreement within the specified time it 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 Additional Performance Security (if any) etc.

-Sd-
Unit Head
UIHEP, Mukhiguda

Section-III

GENERAL TERMS AND CONDITIONS

2.1 PREPARTION & SUBMISSION OF BID

2.1.1 The bids shall be submitted in double cover system.

i. **Cover-1** shall contain EMD, Cost of bid documents and other documents.

ii. **Cover-2** shall contain the price bid.

2.1.2 All bid documents, annexure, Price Bid etc. of this specification are to be completed without any alterations or modifications furnished with all the information requested for. Bidders shall put his signature in all the schedules, annexures, continuation sheets and other pages on which he makes entry. Additional Document added if any must be serially numbered. All the above documents as mentioned shall be scanned uploaded by the bidder.

2.1.3 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.

2.1.4 Any bid containing vague indefinite conditional expression such as 'Subject to immediate acceptance' etc will not be considered for evaluation.

2.1.5 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, if necessary, may request for any clarification in writing.

2.2 ONLINE SUBMISSION

The bidder should upload the soft copies of the tender documents on the e-procurement portal on or before **13:00 Hrs.** of **14.08.2026.**

A) Technical Bid (Cover-1)

The scanned copies of following documents are requested to be uploaded failing which the tender will be **out-rightly rejected**.

i. Cost of Tender Document (Electronic receipt)

ii. Earnest Money Deposit (EMD) (Electronic receipt) (Affidavit to be submitted in case of availing exemption)

iii. GST Registration Certificate & PAN.

iv. Valid Contractor license.

v. Affidavit for submission of authenticated tender documents including bid security from a Notary on required value of stamp paper.

vi. No deviation Statement as per Annexure-III.

vii. ESI Registration Certificate there of as per clause no. 2.21.2.

viii. EPFO registration certificate there of as per clause no. 2.21.2.

ix. Affidavit of no adverse performance / not have been debarred / blacklisted as Annexure- IV.

The scanned copies of following documents are also required to be uploaded failing which the tender will be **liable for rejection**.

i. A declaration by the tenderer, that the tenderer has no relation with any employee serving under OHPC as per Annexure-V.

ii. In case of SC / ST contractor, an application for availing rate preference along with copy of caste certificate.

iii. Experience certificate of similar nature of works i.e. at least two (02) nos. in last three (03) years.

B) Price Bid (Cover-2):

Bidders are to upload only the **original BoQ (in xls format)** downloaded from the site after entering the relevant fields without any alteration/ deletion / modification. Multiple BoQ submission by 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 (BoQ) published by the Officer Inviting Tender. The bidder shall type percentage rates in the rate column of respective item(s) without any blank cell in the rate column. The bidder shall quote percentage rates in the BOQ format. GST as applicable shall be paid against submission of documentary evidence.

i. 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.

ii. 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.

iii. 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 & Engineer-in-Charge and the bidders previously subject to the original deadline will then be subject to the new deadline.

iv. 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.

v. 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.

vi. In the E-Procurement Portal, with-drawl 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.

2.3 PRICE:

2.3.1. The bidders are required to quote the percentage rate in BOQ format available online and as given in part-II (Price Bid) and the price shall be firm throughout the contract period. The employer's contribution of EPF and employer's contribution of ESI will be paid extra as per the prevailing act & rules against submission of deposit proof by the contractor. Also, GST as per the prevailing act & rules shall be paid as extra as applicable.

Total Estimated cost as per Price Schedule excludes GST, employer's contribution of EPF and employer's contribution of ESI.

2.3.2. Break up price for each activity of price schedule for material and labour (as applicable) should be submitted in separate sheet duly signed in case the customer requests for such break-up in writing for evaluation purpose. Non- responsive to such request by the bidder will be treated as incomplete and non- responsive.

2.3.3. No price escalation due to escalation in rates of minerals and other buildings materials will be admissible in any circumstances throughout the contract period. The bidders are instructed to quote their rate accordingly while submitting the bids.

2.3.4. No claim shall be entertained against the department on account of any increase in labour charge during the course of execution of works or after tendering for this work.

2.3.5. No bonus will also be admissible for early completion of work. However, the successful bidder will have to complete the work entrusted to him/her well within stipulated work completion period.

2.4 TAXES & DUTIES:

i) Price shall be inclusive of all taxes & duties but excludes employer contribution to EPF, ESI & GST.

ii) Taxes as applicable shall be deducted from the bills of the contractor as per prevailing Acts & rules.

2.5 BILLS:

i) The bills shall be submitted to Engineer-in-Charge after completion of assigned works.

ii) GSTIN of OHPC is **"21AAACO2575P1Z9"**.

iii) The bills along with documents regarding deposit of EPF & ESI and vouchers relating to works executed and materials procured shall be submitted by the contractor alongwith final GST invoice for the work executed as per this tender for verification as per Govt. of Odisha, Energy Department letter No.11532 dated.07.12.2021 regarding decision of Hon'ble Odisha Information Commission, Bhubaneswar.

2.6 VALIDITY: All tenders received will remain valid for **120 (One Hundred and Twenty)** days from the date of opening of tenders and validity of tenders can also be extended if required without any monetary compensation.

2.7 COMMENCEMENT, EXECUTION AND COMPLETION OF WORK:

2.7.1 The work shall be commenced after signing of contract agreement and shall be carried out at the site as per the instruction of Engineer-in-Charge.

2.7.2 Disputes arising out of engagement of right number and category of workmen / materials, quality of work, time of completion, completeness of the job etc., the decision of the Engineer-in Charge shall be final.

2.7.3 Joint material verification report to be done by contractor and Engineer-in-Charge before commencement of work & to be submitted to the undersigned.

2.7.4 The contractor shall furnish a joint progress report signed by him or his authorized representative and Engineer-in-charge or his authorized representative regarding the work progress and the details of labours employed.

2.7.5 The work should be completed in all respect within Three (03) months from the date of handing over of site by the Engineer-in-Charge.

2.8 SECURITY DEPOSIT (SD):

2.8.1 The successful bidder has to deposit 10% of the contract value excluding GST towards security deposit within 10 (Ten) days of placement of order by OHPC in shape of Bank draft/ Bankers Cheque drawn in favour of "Odisha Hydro Power Corporation Ltd." Payable at UIHEP, Mukhiguda. In case of non-fulfilment of the contract conditions, the security deposit will be forfeited without assigning any reason thereof. No interest shall be paid on the security deposit. The Security Deposit will be released after successful completion of the work and on receipt of clearance from the Engineer-in-Charge for the work, provided the final bill has been paid.

2.8.2 The successful bidder will deposit the initial security deposit in shape of demand draft / Bankers Cheque / Bank Guarantee (as per annexure-VII)/ TDR from any Nationalized Bank / Scheduled Bank preferably IOB or SBI drawn or pledged as the case may be in favour of OHPC Ltd., UIHEP, Mukhiguda payable at IOB, Mukhiguda / SBI, ADB, Jaipatna.

2.8.3 (i) **Amendment to Appendix – IX, Clause – 36 of OPWD Code Vol.-II by inclusion.**
Modification in DTCN Clause No.28 as per Works Department, Govt. of Odisha Office Memorandum No.173 dtd.03.01.2026 and Clarification vide Office Memorandum No.632 dtd.09.01.2026

After careful observation , Government has been pleased to abolish the extant provisions of threshold negative bid caps OF 15% introduced vide Works Department OM No.12366/W dtd.08.11.2013 and amended vide Works Department Om No.1437 dtd.31.01.2013 in Appendix IX, Clause 36 of OPWD Code Volume-II in the procurement of works undertaken by the Govt. of Odisha and its agencies to ensure the procurement process results in a viable and successful manner with adoption of following incremental Additional Performance Security (APS) system:

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

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

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

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

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

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

- If more than one bid is quoted (decimal upto two numbers will be taken for all practical purposes), either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting Authority will finalize the tender through a transparent lottery system, where all the concerned bidders/ their authorised representatives, the concerned SE/EE of the concerned Division and Divisional Accounts Officer (DAO) will remain present.
- If the rate quoted by the SC and ST Category Contractors comes to the rate quoted by the L1 bidder (decimal up to two numbers will be taken for all practical purposes) after availing 10% price preference as per Para 2 of Works Department Resolution No. 27748 dated. 11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors.

(ii) Clause 36 of Appendix-IX of O.P.W.D. Code, Volume-II by inclusion. The concessions/ facilities for 10% Purchase preference shall be hereby allowed only to the Individual registered Contractors belonging to Schedule Caste and Schedule Tribe having Registration Certificate upto 'B" Class as per Works Department Resolution No.16262 dtd.30.10.2018.

(iii) The successful bidder will deposit the initial security deposit in shape of demand draft / Bankers Cheque / Bank Guarantee (as per annexure-VII)/ TDR from any Nationalized Bank / Scheduled Bank preferably IOB or SBI drawn or pledged as the case may be in favour of OHPC Ltd., UIHEP, Mukhiguda payable at IOB, Mukhiguda / SBI, ADB, Jaipatna.

2.8.4 Failure to provide the security deposit within the specified time can be a cause for cancellation of the work order.

2.8.5 Additional performance security shall be forfeited if the successful bidder fails to execute agreement with the specified time.

2.8.6 Additional performance security deposit shall be released after successful completion of the work and receipt of clearance from the Engineer-in-charge as per Works Department Office Memorandum No.2375/W, dated.03.03.2022 and on receipt of application from the contractor.

2.8.7 No interest is payable on Security Deposit & Additional Performance Security Deposit.

2.8.8 Security Deposit & Additional Performance Security Deposit will be forfeited if the successful bidder fails to execute the works in all respects as per agreement.

2.9 GUARANTEE:

The contractor shall furnish 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 work. In case any defects noticed during the guarantee period, the contractor will repair the same at his own cost without any extra financial burden on OHPC. A certificate in this regard shall be submitted by the contractor along with the bill.

2.10 OHPC AUTHORITY RESERVES THE RIGHTS:

a) To reject any or to accept any or all tenders.

b) To increase or decrease the quantity of materials/works or to change the distribution schedule covered under the tender without assigning any reason thereof.

c) To split the order.

d) To cancel the work order in the event of un-satisfactory performance of works and non-observance of relevant clauses of the work order / Agreement.

2.11 JURISDICTION: All disputes shall be under the jurisdiction of the court nearest to the place of authority of OHPC, who has executed the agreement.

2.12 AWARD OF WORK: The work order will be awarded on the basis of L-1 rate.

2.13 SETTLEMENT OF DISPUTE:

i) **Amicable Settlement:** Any dispute(s) or difference(s) arising out of or in connection with the contract shall to the extent possible, be settled amicably between the parties.

ii) **Dispute Resolution:** Decision of competent authority of OHPC shall be final and binding on both the parties in respect of all matters of dispute arising out of this tender.

2.14 AGREEMENT:

The successful bidder is required to execute the Contract Agreement on a non-judicial stamp paper worth Rs.100/- or as applicable as per Odisha Stamp Duty Act for the contract within 10 (Ten) days from the date of issue of work order with the Engineer-in-Charge in the prescribed format given at Annexure-II. Performance Security Deposit has to be submitted prior to execution of the contract agreement. Copies of following documents along with originals as applicable shall be submitted at the time of signing contract agreement for verification failing which the work order will be cancelled & EMD and Additional Performance Security Deposit will be forfeited.

- Labour License
- ESI registration certificate
- EPF registration copy
- PAN of Income Tax
- Valid contractor license
- GST registration certificate

2.15 RULES AND REGULATION: Bidders shall familiarize themselves with rules and regulation of OHPC Ltd. applicable to execute the contract at UIHEP, Mukhiguda.

2.16 DEFINITIONS: In the contract (as hereinafter defined) the following words and expressions will have the meanings hereby assigned to them.

2.16.1 **Approved/ approval**: Means approved in writing.

2.16.2 **Customer/Buyer:** Means Unit Head, Upper Indravati Hydro Electric Project, Orissa Hydro Power Corporation (OHPC) Ltd., Mukhiguda, Kalahandi.

2.16.3 **Contractor**: Means the particular person, agency, firm or company with whom the contract has been made for execution of this work.

2.16.4 **Works**: Means the work to be executed as defined in PRICE BID and set out in the tender specification under scope of work and includes works ordered by the Engineer-in-Charge in accordance with the provisions of the contract.

2.16.5 **Drawings**: Means drawings referred to in the specification and or any modification of such drawings furnished / approved by the costumer time to time in writing.

2.16.6 **Contracts**: Means the agreement between the Engineer-in-Charge and the contractor for carrying out the work specified in the tender specification.

2.16.7 **Labour:** Labour means all category of labour engaged by the contractor in connection with the execution of the works covered in this tender specification including works ordered by the Engineer-in-Charge. All these labourers will deem to be employed by the contractor with the required license and statutory requirement.

2.16.8 **Day**: Means a day from midnight to next midnight.

2.16.9 **Week**: Means seven consecutive days.

2.16.10 **Month**: Means from any given date of a calendar month to the end of the preceding date of the next calendar month.

2.16.11 **Rupees** (Rs.): Means Rupees of Indian currency.

2.16.12 **Letter of Intent:** Means the letter sent to the contractor by the customer indicating that his bid has been accepted & to take necessary action as deemed fit including sending of acknowledgement prior to signing of agreement & placement of detail work order.

2.17 INTERPRETATIONS:

2.17.1 Words imparting the singular only also include the plural, he includes she and vice versa unless this is repugnant to the context.

2.17.2 Whenever the term "Specification" is used apart from specified standard specification it shall mean the specification or plan specified in the bid document for a particular item as instruction to the contractor.

2.18 REQUIREMENTS: The contractor shall be required to carry out the works and render services confirming to the specification and in accordance with the conditions in this bid document.

2.19 WITH HOLDING PAYMENTS: The customer may withhold the whole or a part of payment claimed by the contractor, in addition to the security deposit, which in the opinion of the customer is necessary to protect himself from any loss caused due to non-performance/ improper performance of works.

2.20 NOTICE AND INSTRUCTIONS: The contractor shall furnish his full name and postal address / E-mail / Fax No. along with his bid document for future correspondences. Any notice or instruction to be given to the contractor under terms of the contract will be deemed to have been served if it has been delivered to his authorised agent or his representative or sent by registered letter/fax transmission to his office or to the address provided by him.

2.21 STATUTORY COMPLIANCE:

2.21.1 The contractor has to produce valid labour license as applicable, issued by the DLO, Kalahandi before agreement in accordance with the contract labour regulation and abolition act and rules.

2.21.2 **EPF & ESI:** The successful bidder shall submit EPF & ESI code and copy of EPF & ESI registration certificate from the concerned commissioner before signing of agreement. The contractor shall deposit the EPF & ESI dues in respect of his workmen as applicable as per the Act &make all statutory compliance in accordance to the EPF & ESI Rules. The Contractor shall submit the proof of deposit of EPF & ESI dues and relevant required documents only then the EPF & ESI shall be reimbursed, which is extraneous to the price mentioned in BOQ.

2.21.3 The contractor shall comply to all statutory rules and regulations as and when required (even if not mentioned in this document) without any extra financial burden on OHPC Ltd.

2.22 TOOLS AND PLANTS: The contractor should arrange all the T&P required to execute the works at his own cost. Any special tools or tackles supplied by the customer for the purpose of the work shall be returned in good condition after the completion of the work. In case of any damage or loss of the above, the cost of repair/ replacement of the same shall be recovered from the contractors' bill. However, the costumer will not be held responsible for arranging such tools & tackles. If vehicles, machineries, equipments hired by the contractor from customer, the hire charges shall be recovered from the bill but the customer has no responsibility to provide machineries.

2.23 LIABILITIES: All liabilities as per prevailing labour laws, any other act such as contribution towards E.P.F., compensation etc. are to be complied by the contractor. The deposit of statutory dues will be made by the contractor within stipulated period as per the Acts prevailing from time to time.

2.24 REJECTION OF WORK:

2.24.1 In case the work entrusted to the contractor is not completed as per schedule or quality of the work is poor, the Engineer-in-Charge reserves the right to execute the work in total or part thereof through other agencies if in his opinion it is felt necessary. In such cases, the contractor cannot claim any sort of payment for the work so rejected by the Engineer-in- Charge either due to bad quality or delay in completion.

2.24.2 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.

2.24.3 In case any portion of the work is found to be of poor quality or, not in accordance with the tender specification, the E.I.C. reserves the right to reject such work and instruct the contractor to reconstruct/ rectify such defective work without any extra cost to the customer.

2.25 RULES AND CODES: The contractor shall abide by the existing codes of procedures such as minimum wage act, Industrial Dispute Act, Factory Act, Fair Wages Act, labour laws, and other Acts & rules relevant for the work and 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 framed from time to time by the Government of Odisha, Government of India and OHPC.

2.26 CONTRACTOR'S RISK: The contractor shall be entirely responsible for all the workmen employed by him against any accident/injuries/ death while at work as required by the relevant rules. The customer should be kept free from all liabilities related to the workman and any compensation thereof. **Contractor should take adequate measures for compensations to work men as & when such requirement arises.**

2.27 DOCUMENTS:

2.27.1 The contractor shall maintain all required registers and keep all relevant documents such as register of wages, payment of overtime, deductions, advances etc. for production before the competent authority whenever required. The contractor shall maintain register and documents in pursuance of Contract labour Regulation and Abolition Act, 1970, Factory act, Minimum Wages Act and any relevant acts and rules and shall produce on demand before authority whenever required.

2.27.2 A detailed bio-data and Good Conduct certificate of workmen deployed in the works should be submitted to the Engineer-in-Charge at the time of signing of the agreement.

2.29 LAWS GOVERNING CONTRACT: The contract shall be governed by the existing laws of India within the jurisdiction of Hon'ble High Court of Orissa.

-Sd-
Unit Head
UIHEP, Mukhiguda

SECTION – IV

SPECIAL TERMS AND CONDITIONS

3.1 TERMS OF PAYMENT:

i) Running bill shall be paid maximum up to 70% of bill value for the portion of the work successfully executed by the contractor and duly certified by Engineer-In-Charge. At the time of submission of 1st running bill, the contractor shall submit copies of GSTIN, PAN, EPF, ESI registration certificate. However, during the contract period, the contractor shall have to submit any other relevant document as & when required by the paying authority. The contractor shall also submit guarantee/warranty certificate along with the bill.
ii) Final bill will be paid after successful completion of the work in all respect and certification thereof by Engineer-In-Charge.
iii) Certificate of Engineer-in-Charge that the contractor has paid wages as per minimum wages act.
iv) Taxes, duties cess and all other statutory deductions, recoveries shall be deducted from the bills as per rules in force. GST shall be paid by OHPC as extra as applicable as per prevailing Act & Rules.
v) Bills shall be submitted in duplicate as per clause No.2.5.
vi) Deposit proof regarding Security Deposit/Performance Security Deposit may be certified by the Engineer-in-Charge.
vii) Documentary proofs towards deposit of EPF & ESI (i.e. challan ECR, payment confirmation) & paid accuittance duly signed by contractor and counter signed by Engineer-in-Charge or his representative shall be enclosed with RA bill & final bill only then the EPF and ESI shall be reimbursed which is extraneous to the price mentioned in BOQ & payment will be released.

3.2 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 abide 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 should disburse the dues of the workmen to them and submit the documentary evidence regarding said disbursement to the OHPC along with paid acquittance duly signed by the workmen & counter signed by Engineer-in-Charge and contractor. 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 labourers from the contractor by deduction 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 workers engaged by the contractor should not be less than 18 years and shall not be more than 65 years

3.3 PAYING OFICER: Finance Wing Head, U.I.H.E.P. Mukhiguda.

3.4 ENGINEER-IN-CHARGE: Divisional Head, Utility Division, U.I.H.E.P., Mukhiguda.

3.5 <u>LIQUIDATED DAMAGE FOR DELAY IN COMPLETION OF CONTRACT:</u>

- The contractor shall be responsible to complete the work within scheduled period. In case of failure on the part of the contractor to complete the work in time, an amount of @ ½% contract price (excluding GST) per week or part there of delay of incomplete works limited to maximum 5% of contract amount (excluding GST), will be recovered from the dues of the contractor as liquidated damage. Once maximum liquidated damage is reached, the customer may consider of termination of the contract with forfeiture of the security deposit without prejudice to the other remedies of the contract if in the opinion of the customer it is felt necessary for satisfactory completion of the work. In that case the customer may engage another contractor for execution of defective/balance work and the cost of such work will be deducted from the bill which are to be paid to the first contractor and the balance amount after this deduction only will be paid to the first contractor who fail to complete the work as per the terms and conditions of the agreement.

- The contractor shall not be charged with the above-liquidated damage nor shall his security deposit be forfeited where the delay in completion of the work is due to any event of force majeure condition / due to act of God, which could not be prevented by a prudent person. In such cases the contractor shall have to intimate the customer in writing about the reason of such delay prior to the expiry of completion period. However, under no circumstances price variation claim will be entertained.

3.6 **FORCE MAJEURE:** The firm shall not be liable for any liquidated damage for delay or for failure to perform the contract for reasons of force majeure such as act of God, acts of public enemy acts of Government, fires, flood, epidemics, quarantine, restriction, strikes, freight, embargoes provided that the firm has brought to the notice of the purchaser in writing of the cause of delay in advance. The purchaser shall verify the facts and grant such extensions as the facts justify.

-Sd-
Unit Head
UIHEP, Mukhiguda

Section-V

SCOPE AND TECHNICAL SPECIFICATION

4.1 SCOPE:

i. The scope of work **“Construction of new toilet at Central Store of UIHEP, Mukhiguda”** covers for followings

- Excavation of foundation in hard soil/gravely soil including dressing and levelling the bed and depositing the soil within 50m. Initial lead and 1.5m. Initial lift including rough dressing and breaking clods to maximum 5cm. and layig in layer.
- Sand filling in foundation and plinth well watered and rammed including cost of all materials, Labour charges, conveyance, royalty etc. Complete as per direction of E.I.C.
- Cement concrete (1:4:8)with 4cm size hard granite metal per 1cum.
- Random rubble H.G.stone masonry in lime morter (1:6) in foundation and plinth per cum including cost of all complete as per direction of E.I.C.
- RCC work of M-20 grade with 20mm and down grade black hard granite (cursherbroken) stone chips including hoisting and laying. Data for 15 Cum.
- Brick masonary with flyash bricks 25cmx12cmx8cm size having crushing strength not lessthan 75 kg/cm2 with dimensional tolerate +/- 8% in c.m (1:6) in Foundation & plinth per cum including cost of materials,conveyance,royalty,labour charges etc,complete and as per direction of EIC.
- Rigid and smooth centering and shuttering for RCC work including flase work including supply of supports, etc with all cost, all materials etc. complete and dismantling after casting as directed by Engineer-in Charge.
- Rigid and smooth centering and shuttering for RCC work including flase work including supply of supports, etc with all cost, all materials etc. complete and dismantling after casting as directed by Engineer-in Charge.
- Supplying HYSD Reinforcement for RCC work including cutting,bending,binding and tying the grills and placing in position including cost of binding wire 18 to 20 gauge.
- 12 mm thick cement Plaster in cm (1:6) for Brick work including cost of all materials,Royalty,Taxes & duties.
- 16 mm thick cement Plaster in cm (1:6) for stone/ Brick work including cost of all materials,Royalty,Taxes & duties complete as per direction of E.I.C.
- Priming one coat with any approved primer on plastered surface. Data for 9.30 Sqm.
- Distempering two coat to walls with distemper of approved shade on new work to give an even shade including cost of distemper.
- Wall painting two coats with weather coat paint of approved shade on old/new work to give an even shade including cost of paint Complete as per direction of EIC.
- Supplying, fitting and fixing ceramic tile (Anti-skid) (make Kajaria / Somany / Johnson any other approved make) in floors of size 30x30 cm / 40x40 cm of approved make conferming to IS: 13755 laid on 20mm thick cement mortar (1:4) (1 cement:4 course sand) and filling joints with white cement of approved quality including cost of all materials labours, T&P etc. required for the work all complete as per the direction of Engineer-in-charge. (for new work only).
- Cutting grooves in pucca floors and walls for taking GI/PVC pipes and making good the damages in ground floor as per specification complete.
- Cutting holes through existing brick work including making good the same in cement mortar (1:4) for taking GI/PVC pipes and fittings etc all complete as per specification.
- Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) (make Supremer / Finolex / Ashirvad or any other equivalent make) pipes conforming to IS:15778, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer-in-Charge. 20 mm nominal outer dia pipes (internal)

- Providing and fixing Chlorinated Polyvinyl Chloride ((CPVC / UPVC) (make Supremer / Finolex / Ashirvad or any other equivelent make) pipes conforming to IS:15778, having thermal stability for hot & cold water supply, including all (CPVC / UPVC) plain & brass threaded fittings including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step (CPVC / UPVC) solvent cement and testing of joints complete as per direction of Engineer-in-Charge. 25 mm nominal outer dia pipes (External)
- Labour, T&P and fittings and fixing standard size 15mm dia angular stop cock (make Parryware / Jaquar / Hindware or any approved make) including cutting the wall and making good the damages, including cost of all materials complete as per PH specification and direction of EIC.
- Labour, T&P and fittings and fixing standard size 15mm dia CP Bib cock (make Parryware / Jaquar / Hindware or any approved make) with wall flange and aerator with slimline health faucet with hose & hook to be approved by the EIC including supply of all necessary jointing materials including cost, conveyance of all materials to work site, payment of royalty and taxes etc. all complete.
- Labour, T&P and fittings and fixing standard size 15mm dia CP pillar cock (make Parryware / Jaquar / Hindware or any approved make) including supply of all necessary jointing materials including cost, conveyance of all materials to work site, payment of royalty and taxes etc. all complete.
- Fixing water closet, squatting pan W.C pan (make Parryware / Jaquar / Hindware or any approved make) conforming to IS 2556 : Part 32004 duly embedded in cement concrete (1:4:8) using hard granite metal 4cm nominal size all complete as per specification.
- Supplying and Fixing Wash Down Water Closet (European type W.C pan / IWC Pan) with integral ‘S’ or ‘P’ trap conforming to IS 2556 : Part 8-2004/ 580 mm x 440mm size white glazed Vitreous China Orissa Pattern squatting pan, to the floor with wooden plug and chromium plated screws including jointing the trap with soil pipe in cement mortar (1:1) etc all complete as per specification including cost of Seat and cover, seat cover, 10ltr capacity PVC Low Level flushing cistern with accessories and flush pipe etc. complete.
- Fixing on wall face unplasticised Rigid PVC soil, waste and rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS: 5382, leaving 10 mm gap for thermal expansion, cowl and door bend (i) Single socketed pipes.
- Labour and fittings for fixing wash basins (make Parryware / Jaquar / Hindware or any approved make) with hole for pillar taps conforming to IS 2556 : Part 4-2004 with Cast Iron or M S brackets painted white including cutting holes in walls and making good the damages etc all complete as per specification.
- Fixing 600mm x 450mm bevelled edge mirror of superior glass mounted on 6mm thick A.C sheet or plywood sheet and fixed to wooden plugs with chromium plated brass screws and washers complete as per specification.
- Labour for fittings and fixing Single CP towel rail (make Parryware / Jaquar / Hindware or any approved make) 450mm long with CP brackets to be approved by EIC with supply of wooden plugs, CP screwes etc. all complete including polishing as per PH specification.
- Providing and fixing factory made panel PVC door shutter including PVC door frame of size (50x47mm) with a wall thicknees of 5mm consisting of frame made out of M.S. tubes of 19 gauge thickness and size of 19 mm x 19 mm for styles and 15x15 mm for top & bottom rails. M.S. frame shall have a coat of steel primers of approved make and manufacture. M.S. frame covered with 5 mm thick heat moulded PVC 'C' channel of size 30 mm thickness, 70 mm width out of which 50 mm shall be flat and 20 mm shall be tapered in 45 degree angle on both side forming styles and 5 mm thick, 95 mm wide PVC sheet out of which 75mm shall be flat and 20 mm shall be tapered in 45 degree on the inner side to form top and bottom rail and 115 mm wide PVC sheet out of which 75 mm shall be flat and 20 mm shall be tapered on both sides to form lock rail. Top, bottom and lock rails shall be provided both side of the panel. 10 mm (5 mm x 2) thick, 20 mm wide cross PVC sheet be provided as gap insert for top rail & bottom rail, paneling of 5 mm thick

both side PVC sheet to be fitted in the M.S. frame welded/ sealed to the styles & rails with 7 mm (5 mm+2 mm) thick x 15 mm wide PVC sheet beading on inner side, and joined together with solvent cement adhesive. An additional 5 mm thick PVC strip of 20 mm width is to be stuck on the interior side of the 'C' Channel using PVC solvent adhesive etc. complete as per direction of Engineer-in-charge, manufacturer's specification & drawing.

- Fixing bowl pattern urinal (make Parryware / Jaquar / Hindware or any approved make) conforming to IS 2556 : Part 6-1996 including connecting the urinal of 430x260x350 mm or 340x410x265 mm sizes respectively with waste pipe by means of white lead mixed with chopped hemp etc all complete as per specification.
- Fixing glazed earthenware squatting plate (make Parryware / Jaquar / Hindware or any approved make) of size 600mm x 350mm conforming to IS:2556 Part-6-1995 with integral longitudinal flushing pipe including embedding the plate in 25mm cement mortar (1:8) laid over 150mm cement concrete (1:4:8) using 40mm hard granite metal all complete as per specification.
- 500 litre capacity Double Layer rotational moulded Cylindrical Vertical water storage tanks.
- Supplying all materials, labour T&P and constructing a Septic Tank 1.10 m dia x 2.45 m deep with RCC concrete ring having dia meter 1.1 m & height of each ring 0.35m jointed with cement mortar (1:4) and including preparation of bed with gravel, brick khoa of size 38mm etc. so as to soak the soil water, after providing 60mm thick RCC rounded circular cover over the top ring including earth work in excavation refilling cavity around the pit including carriage of all materials to site as per design of specifcation of PHD to complete as per direction of EIC.
- Wiring for light point/Fan/Exhaust Fan with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in srecessed medium class PVC conduit, with modular switch, modular plate, suitable GI box and earthing the point with 1.5 sq.mm. FRLS PVC insulated copper conductor single core cable etc as required. (make of wire-POLYCAB/HAVELLS, Make of switch-ANCHOR(ROMA)
- Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed steel conduit as required make of wire. POLYCAB/HAVELLS
- Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required. Make of switch-ANCHOR(ROMA)
- Supplying and fixing following size/ modules, GI box alongwith modular base & cover plate for modular switches in recess etc as required. Make-ANCHOR
- Supplying and fixing 3 pin, 5 amp ceiling rose on the existing junction box connection etc as required. Make -ANCHOR/HAVELS/MARU
- Supplying and fixing angle holder including connection etc. as required. Make-ANCHOR/HAVELS/MARU
- Supply, Installation testing and commisioning of 32 A DP Main switch of following capacity (IS 13940 Part 3/1993) on existing surface/wall mounting as complete with Fuse links, interconnection earthing etc as required as per the instruction of EIC. MAKE-SEIMENS/L&T/HAVELLS/ANCHOR
- Supply, Installation testing and commisioning of 10Amp to 32 Amp MCB DP rating 240 V series miniature circuit breaker suitable for lighting and other loads of following poles in the existing MCB DB ISI Marked complete with connection and comissioning etc as required MAKE-SEIMENS/L&T/Havells

ii. The tenderer shall have to execute any other works not covered under this scope of work, but required to be executed to fulfill the essence of the contract as per the direction of Engineer-in-Charge.

iii. The authority reserves the right to enhance / reduce/delete/deviate any quantity of works or item in the tender schedule without assigning any reason thereof.

TECHNICAL SPECIFICATION:

4.1 GENERAL

4.2.1 The work shall be taken up as per relevant specifications enclosed, specified in the schedule of quantities and as per the latest relevant specification of Bureau of Indian Standards. In case of any containing provision in this tender Bureau of Indian Standard Specification shall supercede all other provisions without deviating the contract.

4.2.2 In case Departmental materials like stone boulders shall be used in the work as per availability on priority basis; recovery towards cost of the materials issued by customer will be as per the prevailing issue rate. Royalty will be charged as per the prevailing rate.

4.2 SITE CLEARING AND LAYOUT OF WORK:

4.2.1 The site of work shall be cleared of jungle if any and roughly levelled and dressed as far as necessary for perfect layout to the satisfaction of the Engineer-in-Charge.

The work shall be laid out on the ground accurately according to the requirement of the drawings or other authorized instructions using a sufficient number of masonry pillars with wooden pads containing a thin nail to mark the exact center line. The center pillar and pads shall be kept sufficiently clear of the foundation trenches so as to be free from any disturbances during the operation. Accepted ground level to be adopted in the work will be settled using level instrument by the Engineer-in-Charge and must be clearly engraved on the pillars to serve as benchmarks. In the case of contract work unless otherwise specially stipulated the contractor shall himself meet the cost of layout and the preliminary site clearing and survey and dressing.

4.3. EXCAVATION:

4.3.1 Excavation shall be taken up to the line and level and grade as per the drawing and as directed by the Engineer-in-Charge. The bottom and side slopes of excavation shall be finished reasonably to uniform surface in a careful manner and the side of all rock cuts shall be scaled off along with loose or overhanging fragment of rock.

4.3.2 All necessary precautions shall be taken to preserve the rock below and beyond the prescribed lines of excavation in the soundest possible condition. The depth and size of holes and characteristics of changes shall be subject to the approval of the Engineer-in-Charge. In the opinion of the Engineer-in-Charge, blasting may lead. Crack to the rock beyond limits, excavation shall be completed by wedging, barring, chiselling, vertical drilling and hammering or other suitable methods acceptable to the Engineer-in-Charge at the expenses of the contractor.

All precautions shall be taken up by the contractor to ensure safety of workmen and will be fully responsible for any default of safety.

4.4 EARTH WORK FOR FOUNDATION:

4.4.1 Trenches shall be dug to suit the designs of foundations and to proper depth. The sides of the trenches shall ordinarily be left vertical if the soil will stand vertical for the time involved in the operation. If this is not the case, the sides shall be dressed to suitable slope or else shored. The foundation bed shall be finished to be adopted bed level by being lightly watered and well rammed. All roots or materials liable to decay, found in the trenches must be carefully removed.

4.4.2 In case there being water in the trenches, the same will be drained out by pumping or bailed out as may be most suitable and for such a period as may be necessary.

4.5 PLAIN CEMENT CONCRETE:

4.5.1 **MATERIALS:** Cement concrete will be prepared from the cement, sand and coarse aggregate in the proportion as given in the tender schedule. Only crusher broken aggregates are to be used in all M-20 members like Top bean, plinth bean, column, footings.

4.5.2 The mixing will be done by machine. The ingredients should be mixed for not less than 1 ½ minutes and not more than 3 minutes until a concrete of thoroughly uniform consistency results. Hand mixing shall be allowed under approval of the Engineer-in-Charge only when small quantities are involved. The available broken stone, sand and cement in measured quantities shall first be stacked over a clean mixing platform. Thoroughly mixed dry and spread to a uniform depth. A measured quantity of water will be then gradually added gently and while this is being done the whole mass will be quickly turned over at least three times until uniform through cut. Excess of mixing water should be avoided. The mixing shall always be done in small batches to facilitate quick and easy handling.

4.6. LAYING CONCRETE: After mixing has been completed, the concrete shall be promptly carried and gently deposited where required and tamped into its final position within 30 minutes counting from the time when the cement is moistened. The tamping shall be so as to produce a dense and uniform concrete free from voids and air pockets but not so vigorous as to force the coarse particles down and effect uniformity. However mechanical vibrator shall be normally adopted in the work.

4.7. CURING: The finished concrete shall be protected from exposure to the sun for the first three days after being laid. The surface should be kept moist by sprinkling water as soon as the surface has set hard enough to stand this. On the next day concrete shall be more freely sprinkled with water and kept thoroughly wet. Then the surface should be pounded with the water and kept as such for Seventeen days. Side shutters may be removed after three weeks after casting, taking care not to break edges. Vertical surfaces where ponding is not practicable should be sprinkled with water and kept moist by wet gunny bags hung against them. This shall be kept wet for three weeks for concrete work and one week for cement mortar works.

4.8. REINFORCED CEMENT CONCRETE AND FORM WORKS:

FALSE WORK AND FRAMES: These make the temporary supports of concrete and consist of centering, shuttering, props, beams, bracing supporting and stiffening the frame.

Frames made from timber planks or steel sheets properly stiffened are suitable both for centering and shuttering. For centering platforms, rough planks suitably supported and leveled up with earth and finished at the top with cement plaster with neat cement punning should be done as directed by the Engineer-in-Charge. All frames should confirm to line and shape according to the requirement of design of the finished RCC works. The whole assembly should be strong and rigid enough to stand any incidental load, including wind pressure without any vibration, deflection and distortion. The frame must be strong enough to remain undisturbed during vibration of concrete.

In some location RCC is laid over or between masonary or over ground. In such cases frames are not required and reinforced concrete is to be laid over existing masonry or concrete. The later being previously moistened to prevent from sucking any water from the cement concrete. When laid directly over earth in foundation the bed shall be watered and rammed hard.

REINFORCEMENT: The steel bars shall be free from any loose scale or loose rust. The bars must not be painted or oiled. The bars shall be cut and bent cold to the required shapes and placed in position according to drawings and tied firmly in their places with the help of plain, soft annealed iron wire 15.5 W.G. unless otherwise shown in the drawings.

Bars of sufficient length should be obtained so as to avoid the necessity of joints but when this is not possible joints should be staggered and located at points of low stresses and a lap splice provided as per the direction of the Engineer-in-Charge. The minimum cover of concrete shall be as per drawing.

Bars of required diameter will be utilised as per direction of the Engineer-in-Charge.

The reinforcement after it has been placed and arranged in the frames and tied in position by wire shall be checked and finally passed and measured by the Engineer-in-Charge or his authorized officer after which only the concrete shall be laid. The principles of mixing, laying and curing should be adopted same as in plain cement concrete.

4.9. **WASTE DISPOSAL:** Disposal of unwanted earth up to 5 Km shall done by mechanical means and as per direction of Engineer-in-Charge.

4.10. The brand of cement shall be used which are manufactured in Odisha.

-Sd-
Unit Head
UIHEP, Mukhiguda

Annexure-II

CONTRACT AGREEMENT

THIS AGREEMENT made on the …………………………….day with…………………

……... …………………………. of ………………………(hereinafter called “the customer”) of the One part and ……………….. of ………………………(hereinafter called “the contractor”)of the other part.

WHERE AS the customer is desirous that certain materials should be supplied and work to be executed as per tender call notice No.17/2026-27 dated.29.07.2026 and having accepted the tender submitted by the contractor for the execution of such work. NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract herein after referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.

    i. The tender notice and tender document against tender No.17/2026-27 dated.29.07.2026 constituting the following
    a) Information and instruction.
    b) General conditions of contract and special conditions of contract.
    c) The Specification & drawings.
    d) The Qualification Criteria and schedules.
    ii. The relevant part of the tenderer’s proposal/bid documents.
    iii. Any and all addenda or modifications to above tender specification/document.
    iv. Work order No._________dated.___.___.______.
    v. Letter/proof of acceptance of work order on dated ______________ by the contractor.

3. In consideration of the payment be made by the Customer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Consumer to provide goods and services in conformity in all respect with provision of the contract.
4. The Customer hereby covenants to pay the Contractor in consideration of providing goods and services the contract price at times and the manner prescribed by the contract.
5. Details of EMD, Security Deposit, Additional Security Deposit with date, no, amount, manner, & guarantee period as submitted by the contractor against contract are given below.
6. IN WITNESS whereof the parties here to have executed these presents in the day and year first above written.

Signed Sealed and Delivered by the Said…

....(For Customer)

In the capacity of ……………………………………………

On the behalf of ……………………………………………

In the presence of ……………………………………………

Signed Sealed and Delivered by the Said… .... (For Contractor)

In the capacity of ………………………………………..

On the behalf of …………………………………………

In the presence of ……………………………………….

CONTRACTOR

DIVISIONAL HEAD
UTILITY DIVISION
UIHEP, MUKHIGUDA

Annexure-III

NO DEVIATION STATEMENT

(To be filled in and signed by the tenderer)
(Clause No.-IT-1.17.1)

We / I have carefully gone through the 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 except for deviations. We / I accept all the terms and conditions of the tender document.

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-IV

UNDER TAKING OF NO ADVERSE PERFORMANCE

THIS IS TO CERTIFY THAT WE/I HAVE NOT BEEN BLACKLISTED / DEBARRED / DISQUALIFIED BY ANY OF THE CENTRAL/STATE GOVT. DEPARTEMENT / BOARD / CORPORATION / AGENCY/ PSU / MUNICIPALITY DURING THE LAST THREE YEARS UP TO THE DATE OF SUBMISSION OF THE BID AND NO LEGAL DISPUTE IS PENDING AGAINST ME IN ANY COURT OR ANY AUTHORITY, SO FAR AS MY CONTRACT LICENSE IS CONCERNED. IN CASE THE ABOVE STATEMENT IS FOUND TO BE FALSE, I MAY BE DEBARRED FROM ANY PAYMENT DUE ON ACCOUNT OF THIS CONTRACT.

SIGNATURE OF THE TENDERER

Annexure – V

NO RELATION CERTIFICATE

I / We hereby certify that I / We am / are not related to any officer of OHPC LTD. of the rank of Assistant Manager & above and any officer of the rank of Assistant /Under Secretary and above of the Works Department, Govt. of Orissa . I / We am / are aware that, if the facts subsequently proved to be false, my / our contract will be rescinded with forfeiture of EMD and security deposit and I / We shall be liable to make good the loss or damage resulting from such cancellation. I / We also note that, non-submission of this certificate will render my / our tender liable for rejection.

SIGNATURE OF THE TENDERER

Place:

ANNEXURE-VI

PERSONAL BIO-DATAOF THE BIDDER

- **Name :** ____
- **Father's Name :** ____
- **Present Address for Correspondence**____
  ____
  ____
  ____
  ____
- **Permanent Address**

____
____
____
____
____

- **Qualification :**
- **Contact No. (Mob) :**
- **E-mail :**

Signature of the Bidder with Seal

Annexure – VII

BANK GUARANTEE

(Security for Performance)

In consideration of the Odisha Hydro Power Corporation Limited, a Company incorporated under the laws of India and having its registered office at Bhubaneswar, Odisha -751001, India (hereinafter called OHPC) having agreed to exempt M/s.. (Hereinafter called the "Contractor") from the demand, under the terms and conditions of an agreement No………………………………………...…. dated .... made between and .... for .... (Hereinafter called the "agreement"), of security deposit for satisfactory performances of materials and works (as detailed in the agreement) during the guarantee period (as detailed in the agreement) and for the fulfilment by the Contractor(s) of the terms and conditions contained in the said agreement, on production of bank Guarantee for Rs...................... (Rupees .... only) against any loss or damage caused to or suffered or would be caused to or suffered by OHPC by reason of any breach by the said Contractor(s) of any terms and conditions contained in the said agreement.

We, ... Bank Limited (hereinafter referred to as "the Bank") at the request of the said Contractor do hereby undertake to pay to OHPC an amount not exceeding .... against any loss or damage caused to or suffered or would be caused to or suffered by OHPC by reason for any breach by the said contractor of any of the terms and conditions contained in the said contract.

1. We, Bank Limited do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from OHPC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by OHPC by reason of breach by the said contractor of any of the terms and conditions contained in the said contract or by reason of the said Contractors failure to perform the said contract. 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……………………..
2. We, the .... Bank Limited to pay OHPC any money so demanded notwithstanding any dispute or disputes raised by the said Contractor in any suit or proceeding 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 there under and the Contractor(s)/Supplier(s) shall have no claim against us for making such payment.
3. We, the .... Bank Limited 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 contract
   and that it shall continue to be so enforceable till all the dues of the OHPC under or by virtue or the said agreement, have been fully paid and its claims satisfied or discharged until the Divisional Head,
   Maintenance Division, UIHEP, Mukhiguda, Odisha Hydro Power Corporation certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractors and accordingly, discharges this guarantee. Unless a demand or claim under this guarantee is made on us in witting on or before the expiry of .... months from the last delivery of materials or months from its use whichever is earlier we shall be discharged from all liability under this guarantee thereafter.
4. We, the .... Bank Limited further agree with OHPC that OHPC shall have the fullest liberty, without our consent and without affecting in any manner our

obligations hereunder, to vary any of the terms and conditions of the said agreement to extend time of performance by the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, postponement, or extension being granted to the said Contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. This guarantee shall not be discharged due to the change in the name, style and constitution of the Bank or the Contractors(s) / supplier(s).
6. We, the .... Bank Limited lastly undertake not to revoke this guarantee during. Its currency except with the previous consent of OHPC in writing.

Dated the .... day of 2026

Witness with Address

1.

2.

For …………….. Bank Limited.