ODISHA HYDRO POWER CORPORATION LIMITED

UPPER KOLAB HYDRO ELECTRIC PROJECT

BARINIPUT, Dist- KORAPUT, PIN- 764006

TELEPHONE No.06854-242001, Fax: 06854-242038

BID DOCUMENT FOR

"Construction of Tata Blue Scope Roof Top Shed Over the Training Hostel Building at Power House Colony, UKHEP, Bariniput".

E-PROCUREMENT NOTICE NO.05/2026-27,

Dated.12.10.2026

UNIT HEAD
UKHEP, BARINIPUT

Approximate Estimated Cost – Rs.14,05,699 /- (excluding GST)
Tender Paper Cost – Rs. 7,080/- (Including GST 18%)

ODISHA HYDRO POWER CORPORATION LTD.

OFFICE OF THE SENIOR GENERAL MANAGER (ELECTRICAL)

UPPER KOLAB HYDRO ELETRIC PROJECT

AT/PO: BARINIPUT - DIST. KORAPUT – 764006, ODISHA

PHONE: -(06854)- 242001 (O): FAX: - (06854)242038

e-mail: sgmel.ukhep@gmail.com : **CIN NO:U40101OR1995SGC003963**

e-Procurement / Tender Call Notice No. 05/2026-27 Dated.12.10.2026

INVITATION FOR BID (IFB)

1. The Unit Head, Upper Kolab Hydro Electric Project, Bariniput, Dist: Koraput invites percentage rate bids in Double cover system for the work through e-procurement as detailed in the table below. The bids should be submitted only online in https://tendersodisha.gov.in by "C or D" Class contractors registered with the state government and contractors of equivalent grade/ class registered with central Government/ Railways having registration for execution of civil works can participate in the works on production of definite proof from the appropriate authority. The bidders should have necessary Portal Enrolment with his own digital signature certificate.
2. The bidders may submit bid for the work as per the following table

Sl No.	Name of the work	Approx. Estimated cost (in Rs) Excl. GST	E.M.D. (in Rs) (Refundable)	Cost of bid document (Non-refundable)	Class of Contractor	Availability of Bids online for Bidders	Due date and time of Opening of Bid
1	Construction of Tata Blue Scope Roof Top Shed Over the Training Hostel Building at Power House Colony,UKHEP, Bariniput.	**14,05,699/-**	**14,100/-**	**7080/-** (Rs.6000+18% GST)	"C or D" Class	**From 10:00 AM of Dt.16.10.2026 to13:00 Hrs of Dt.30.10.2026**	**At 12.30 Hrs. of Dt. 31.10.2026**

3. The bidder should have adequate experience of execution of similar nature of work.
4. The tender documents can be downloaded from the website identified as http://tendersorissa.gov.in **from 10.00Hours of 16.10.2026 to 13.00 Hours of 30.10.2026.**

   The bidder for participation in on line bidding will have to pay **Rs. 7080/- (Rupees Seven Thousand Eighty) only (Online)**. The Bid will be received through e-procurement portal from **10.00 Hours of 16.10.2026 to 13.00 Hours of 30.10.2026**. Each set of bid document contains bid and an intelligent bill of quantity in MS-Excel format. The Technical Bid will be opened on **dt.31.10.2026 at 12.30 hours in the O/O the Senior General Manager (Ele), Upper Kolab Hydro Electric Project, Bariniput, Jeypore, Dist: Koraput Odisha** in presence of the bidder or their authorized agents. The bidders who participated in the online bidding can witness opening of the bid from any system logging on to the portal

away from opening place. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid.

In the event of the specified date of bid opening being declared a holiday the bid will be opened at the appointed time and location in the next working day. After finalization of Technical Bid, the intimation will be circulated among the qualified bidders for date of opening of Price Bid.

5. The value of the work tendered for is **Rs. 14,05,699 /- (Exclusive GST)**

6. EMD amount put to tender i.e. **Rs. 14,100/- only (Online)**

7. The officers authorized by the Procurement Officer – Publisher (Officer Inviting Tender) shall transmit the above documents carefully to the Procurement Officer – Publisher prior to opening of bid. The Procurement Officer – Publisher shall provide signed receipt with date and time for having received the number of documents.

8. 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.

9. The percentage / item rate should be furnished for finished items of work unless otherwise mentioned in the tender schedule**.**

10. Bidders are to submit only the original BOQ updated by the publisher after entering the relevant fields without any alteration / deletion / modification. Simple BOQ submission shall lead to cancellation of Bid. If the bidder does not fill rates for any items, it will be considered that he has quoted the rates combined in some other items. In case of item rate tender, bidder shall fill in their rates other than zero value in specified cells. In the percentage rate tender, the bidder quoting zero value is valid and will be taken as schedule of rates.

11. The bidder shall submit the documents in the designated locations of technical bid and financial bid. 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.
12. Conditional Tender will not be taken into consideration.
13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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. The earnest money of the unsuccessful bidder except the three lowest bidder shall be refunded on application.

19. 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.

20. As per the Office memorandum of Works Department, Government of Odisha vide no 07764600022025/632 Dated 09/01/2026, the threshold negative bid caps 15% introduced in Appendix-IX, clause 36 of OPWD code has been abolished.

21. The concessions/ facilities for 10% Purchase preference shall be 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. 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 practices 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 contractor.

22. 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.

23. 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.

24. 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) to start the work.

25. 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.

26. In case of any complaint by the laborers 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 in at fault, Unit Head may recover such amount due in any form from the contractor and pay such amount to the labourer directly under intimation to the local labour office of the Govt. The decision of the Unit Head is final and binding on the contractor.

27. 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.

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

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

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

31. 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.

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

Unit Head
UKHEP, Bariniput

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://tendersorissa.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 technical bid 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. 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 Technical Bid will be opened on dt.**31.10.2026 at 12.30 hours in the O/O the Senior General Manager (Ele), Upper Kolab Hydro Electric Project, Bariniput, Jeypore, Dist: Koraput Odisha** in presence of the bidder or their authorized agents. The bidders who participated in the online bidding can witness opening of the bid from any system logging on to the portal away from opening place. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid. In the event of the specified date of bid opening being declared a holiday the bid will be opened at the appointed time and location in the next working day. After finalization of Technical Bid, the intimation will be circulated among the qualified bidders for date of opening of Price Bid.

PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:

1. This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Tender Call Notice or Instruction to Bidder for all "Works" tenders hoisted in the portal.

2. The e-procurement portal of Government of Odisha is https://tendersorissa.gov.in.

3. 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-Mudra is mandatory for all users.

4. The DSC issued to the Department users is valid for the period of two years only. All the Department users are responsible to revalidate their DSC prior to expiry.

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

6. Government after careful consideration have decided to hoist all tenders costing 10 lakhs or above in the e-procurement portal. This will be applicable across all Engineering Departments such as Works Department, Department of Water Resources, Rural Development and Housing & Urban Development Department. Government of Odisha also welcomes hoisting of tenders by any other departments, authority, corporations, and local bodies etc. of the State with prior approval from Works Department. Works Department is the Nodal Department for the implementation of e-Procurement in the State.

7. 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.

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

9. 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.

10. 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.

11. 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 follows.

11.1 Application Administrator (NIC & State Procurement Cell)

i. Master Management
ii. Nodal Officer Creation
iii. Report Generation
iv. Transfer of Officer's login ID
v. Blocking & unblocking of officer's and bidder's login ID.

11.2 Nodal Officer (At organization level not below the Superintending Engineer or equivalent rank)

i. Creation of users
ii. Role Assignment
iii. Report Generation
iv. Transfer of Officer's login ID
v. Blocking & unblocking of officer's login ID.

11.3 Procurement Officer – Publisher (Officer having tender inviting power at any level)

i. Publishing of Tender
ii. Publishing of Corrigendum / addendum / cancellation of Tender
iii. Bid Clarification
iv. Uploading of Pre-Bid minutes
v. Report generation

11.4 Procurement Officer – Administrator (Generally sub-ordinate officer to Officer Inviting Tender)

i. Creation of Tender
ii. Creation of Corrigendum / addendum / cancellation of Tender
iii. Report generation

11.5 Procurement Officer Opener (Generally sub-ordinate officer to Officer Inviting Tender)

i. Opening of Bid

11.6 Procurement Officer Evaluator (Generally sub-ordinate officer to Officer Inviting Tender)

i. Evaluating Bid

11.7 Procurement Officer -Auditor (Procurement Officer Publisher and / or Accounts Officer / Finance Officer)

i.To take up auditing

12. NOTICE INVITING BID (NIB) or INVITATION FOR BID (IFB)

12.1 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.

12.2 The officers competent to publish NIB in case of conventional Bids will host the NIB in portal. Simultaneously, a notification should also be published in the newspapers, as per existing rules preferably, in the following format, to effect economy: -

Government of Odisha "e" procurement Notice

Bid Identification No. ……

1. Name of the work: ……
2. Estimated cost: Rs…
3. Period of completion ……
4. Date & Time of availability of bid document in the portal _____
5. Last Date / Time of receipt of bids in the portal _____
6. Name and address of the O.I.T …….
7. Further details can be seen from the e-procurement portal "https://tendersorissa.gov.in"

12.3 The tender documents published by the Tender Inviting Officer (Procurement Officer Publisher) in the website https://tendersorissa.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"

13. ISSUE OF ADDENDUM / CORRIGENDUM / CANCELLATION NOTICE

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

13.2 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.

14. CREATION AND PUBLISHING OF BID:

14.1 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.

14.2 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.

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

I. **BASIC DETAILS**

II. **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.

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

b. For Single Cover/Packet.

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

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

v. WORK ITEM DETAILS

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

vii. **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.

Vii. **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).

viii. **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.

ix. **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.

15. **PARTICIPATION IN BID**:

15.1 **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) / VAT Clearance Certificate (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.

15.1.1 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.

15.1.2 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.

15.2 **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.

15.3 **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.

15.4 **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.

15.5 **PREPARATION OF BID**

15.5.1 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.

15.5.2 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, declaration form, price bid etc. and store in the system.

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

15.6.1 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.

15.6.2 The EMD payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid documents. 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 Initial Security Deposit (ISD) 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.

15.6.3 The DD/ BC or any other form as mentioned in detailed tender call notice in respect of Earnest Money Deposit / Bid Security and the Bank Draft in respect of cost of Bid are to be scanned and up loaded in portable document format (PDF) along with the bid.

15.6.4 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.

15.6.5 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.

15.6.6 Government of Odisha have been actively considering integrating e-payment gateway in to the portal for payment of cost of bid and Bid Security / Earnest Money Deposit. The process of using e-payment gateway shall be issued separately after it is established.

16. **SUBMISSION OF BID:**

16.1 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, GSTIN, PAN / TIN, EPF 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.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

16.5.1 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.

16.5.2 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.

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

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

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

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

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

16.5.8 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.

16.5.9 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.

16.6 **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.

17. **SECURITY OF BID SUBMISSION:**

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

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

18. **RESUBMISSION AND WITHDRAWAL OF BIDS:**

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

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

18.3 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.

18.4 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.

18.5 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.

19. **OPENING OF THE BID:**

19.1 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.

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

19.3 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.

19.4 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.

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

19.6 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.

19.7 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.

20. **EVALUATION OF BIDS:**

20.1 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.

20.2 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.

20.3 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.

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

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

20.6 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.

20.6.1 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.

20.6.2 At the time of opening of "Financial Bid", bidders whose technical bids were found responsive will be opened.

20.6.3 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.

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

20.6.5 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.

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

21. NEGOTIATION OF BIDS:

21.1 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.

22. NOTIFICATION OF AWARD AND SIGNING OF AGREEMNT

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

22.2 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.

22.3 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.

23. BLOCKING OF PORTAL REGISTRATION

23.1 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.

23.2 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.

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

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

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

23.3.3 Fails to execute the agreement within the stipulated date.

23.3.4 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.

24. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:

24.1 UNBLOCKING OF PORTAL REGISTRATION

Unblocking of portal registration of a contractor shall be done by a committee consisting of the following members.

EIC (Civil)-cum-CPO	-	Chairman
Engineer-in-Chief (WR)	-	Member
Concerned Chief Engineer	-	Member
Sr. Manager (Finance), SPC		Member
Office Inviting Tender	-	Member
Chief Manager (Technical), SPC	-	Convener

24.2 The Chief Manager (Tech.), State Procurement Cell will be the convener and he will maintain all records for this purpose. The Committee shall meet not less than once in a month if required and shall consider the recommendation of the officer inviting tender for unblocking of portal registration. The quorum of the meeting will be four.

24.3 The minimum period of blocking of Portal Registration shall in no case be less than 90 days. After blocking of Portal Registration, the contractor whose Portal Registration has been blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his portal registration along with a Treasury Challan showing deposit of Rs. 10,000/- (Rupees Ten Thousand only (non-refundable) under the head of accounts '0059-Public Works' as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager (Tech.), State Procurement Cell.

24.4 On receipt of recommendation from the concerned Chief Engineer along with the copy of challan as mentioned above, the Chief Manager (Tech.) being the member convener of the Committee shall place the case before the Committee for examination and taking a decision in this regard. After examination, the Committee may recommend for unblocking of the portal registration of said contractor if the Committee is satisfied that the fault committed by the contractor is neither unintentional nor done for the first time.

24.5 After scrutiny by the State Procurement Cell if it is found that the portal registration of a contractor has been blocked for the 2nd time, the Chief Manager (Tech.), SPC may not consider his case to be placed before the Committee and may advise the concerned officer inviting tender to issue show cause notice to the contractor asking him to explain as to why his portal registration shall not remain blocked. On receipt of show cause reply from the contractor, the officer inviting tender shall examine the same and if considered proper, he may report to the Chief Manager (Tech.), SPC along with his views furnishing the copy of the show cause reply for placement of the same before the Committee for taking a decision in respect of blocking / unblocking. If the Committee found that the contractor is in habit of committing such fault again and again intentionally, the committee may advise the concerned officer inviting tender to initiate proceeding for blacklisting as per the existing rule.

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

1. The State Government have been working on formulation of Rules and procedures for Electronic Receipt, Accounting and Reporting of the Receipt of Cost of Tender paper and Earnest Money Deposit on submission of Bid through the E-procurement portal of Government of Odisha

2. i.e. https://tendersodisha.gov.in for some time past.

3. Electronic receipt of cost of Tender paper has been successfully tested through SBI Payment Gateway. Now it has been decided to introduce Electronic Receipt of Cost of Tender Paper & 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.

4. Only those bidders who successes fully 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. 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 authorize to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the Bank's branches while making payments.

6. 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 bidder 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.

7. 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 generated 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. For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Treasury Portal. Thereafter remittance through NEFT & RTGS will be facilitated through Odisha Treasury Portal.

c. 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.

d. 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.

e. 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.

8. 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.

9. 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 deposited 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.

10. Role of the Banks:

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

b. Provide real-time message to bidders regarding successful or un-successful transaction during online payment process and re-direct them to e-Procurement website with necessary transaction reference detail enabling them to submit their bids.

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

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

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

11. Role of State Procurement Cell:

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

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

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

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

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

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

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

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

12. Role National Informatics Centre:

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

13. Role of Cyber Treasury

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

14. Redressal of Public grievances:

a. The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected any of the stakeholders in reporting of receipt of tender paper cost and EMD, either so moto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics Centre, Odisha unit, Cyber Treasury and bank will promptly take steps for rectification. The e-Focal Point Branch of the participating Banks, National Informatics Centre, Odisha and the State Procurement Cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-Receipt.

15. Applicability and modification of existing rules/ orders:

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

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

1. This shall take effect from the date of issue of this Office Memorandum
2. Accordingly, relevant existing codal / contractual provision exist vide Office Memorandum No.6785/W dt.09.05.2017 of Works Department stands modified to the above context.
3. This has been concurred in by the Finance Department vide their UOR NO: 39-WF-I dt.09.11.2017.

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 realized is to be remitted to Government Account under the Head of Account 0075-Misc. General Services-800-Other Receipts-0097-Misc Receipts - 02237-Cost of tender Paper through Odisha Treasury Portal after opening of the Bid.	I. In case of tenders of Government Departments amount towards Earnest Money 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.	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

	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 in of Bid	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.

Unit Head
UKHEP, Bariniput

INSTRUCTION TO TENDERERS

1.1 SPECIAL ATTENTION

1.1.1 All bidders are to note that tenders containing any deviation from the terms and conditions and the technical requirements of this specification will be considered as non-responsive and rejected.

1.1.2 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.

1.1.3 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.

1.1.4 In case of any legal dispute arising out of performance, adverse performances with any organization, cases sub-judice to court or any other legal authority throughout India recorded against the tenderer virtually affecting this tender, their offer shall not be considered for evaluation. The tenderer has to furnish an undertaking to this effect.

1.1.5 The Contractor/Bidder intending to participate in the bid is required to register in the Portal https://tendersodisha.gov.in with some information about the firm/Contractor. This is a onetime activity for registering in Portal. Once the portal registration is accepted by the system administrator, system generates a password. During registration, the contractor has to attach a Digital Signature Certificate (DSC) to his / her unique user ID, The DSC used must be of appropriate class allowing both signing and encryption and must be issued from a registered Certifying Authority.

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

1.1.7 Only a small notification will be published in the newspaper specifying the work details along with mention of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. The bidder can view the tender terms and conditions in the web site.

1.1.8 Contractor exempted from payment of cost of bid documents will be able to participate in the tender directly. The contractor has to up load documentary evidence towards his eligibility for exemption of cost of bid documents.

1.1.9 The bidder intending to participate in the bid on-line shall prepare the demand draft towards cost of bid documents as per IFB (except for exempted contractors) and up load the scanned copy of the draft to the portal against the bid where he is participating and the original shall be deposited to the tender inviting officer with in the period specified in the "Invitation for Bid". If the Bidder fails to deposit the original demand draft towards cost of bid within the stipulated time his bid shall be rejected and action as per prevailing rule shall be taken.

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

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

1.1.12 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.

1.1.13 **SCOPE OF WORK**

1.2.1 The scope of work "**Construction of Tata Blue Scope Roof Top Shed Over the Training Hostel Building at Power House Colony, UKHEP, Bariniput**" covers both for supply of required materials and execution of the works as per the Price Schedule description of items & quantity. The tenderer shall have to execute any other works not covered under this scope of work, but required to be executed to fulfil the essence of the contract as per the direction of Engineer-in-charge.

1.2.2 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.

1.2.3 **Eligibility Criteria:** "C or D" class Contractors registered with the State Government and Contractors of Equivalent Grade / Class Registered with Central Government / MES / Railways having registration for execution of civil works can participate in the work having experience of executing two such similar nature of work/ any civil works in the last 3 years.

1.3 CORRESPONDENCE

1.3.1 All correspondences shall be in English with Unit Head, U.K.H.E.P. Bariniput Dist-Koraput. **Telephone No.-06854-242001, Email – sgmel.ukhep@gmail.com.**

1.4 COMPETION PERIOD:

The completion period for the said work is 04 (Four) months from the date of commencement of work as per contract agreement.

1.5 LANGUAGE AND MEASURES OF BID

1.5.1. 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.

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

1.6 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.

1.7 AVAILABILITY OF BID DOCUMENTS:

1.7.1 The Bid documents shall be available "Online" from official Website of Government i.e. https://tendersodisha.gov.in from 10.00 Hrs of dt.16.10.2026 to 13.00Hrs of 30.10. .2026.

1.8 PREPARTION & SUBMISSION OF BID:

1.8.1 The bids shall be submitted in single cover system. The cover shall contain EMD, cost of bid documents, Technical bid & price bid.

1.8.2 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.

1.8.3 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.

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

1.8.5 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.

1.9 ONLINE SUBMISSION:

The bidder should upload the soft copies of the tender documents on the e-procurement portal on or before 1**3.00 Hrs. of dt. 30.10.2026.**

A) <u>Technical Bid</u>

The scan copies of following documents shall be uploaded in the portal

i. Cost of Tender Document.
ii. Earnest Money Deposit (EMD).
iii. Valid Contractor licence.
iv. Active PAN of Income Tax.
v. Valid GST Registration Certificate.
vi. EPF Registration Certificate.
vii. Undertaking of no adverse performance.
viii. Affidavit for submission of all documentary evidence.
ix. No deviation Statement.
x. Experience certificate of at least two such similar nature of works/ any civil works in the last five years.
xi. An affidavit by the tenderer, that the firm is not black listed.
xii. A declaration by the tenderer, that the tenders has no relation with any employee servicing under OHPC.
xiii. Profit & loss Account, Balance sheet of last 3 years
xiv. IT return of last 3 Assessment years.

B) <u>Price Bid:</u>

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 rates in figure only in the rate column of respective item(s) without any blank cell in the rate column. <u>The rate shall be quoted by the bidder after considering the GST input tax credit available to the contractor & the GST rate payable on execution of the work.</u>

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

1.9.2 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.

1.9.3 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.

1.9.4 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.

1.9.5 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.

1.9.6 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.

C) OUTRIGHT REJECTION CRITERIA:

i) Bidders whose bid is not received in time.

ii) Bidders submitting false evidences that cannot be verified during the process shall be disqualified/ terminated on detection.

iii) The Bidder blacklisted by any Central Government/ State Government/ PSU/ Government Bodies.

iv) Conditional bids shall not be considered and will be out rightly rejected in very first instance.

v) Bidders not submitting Tender Cost, EMD & Active PAN, Contractor's License, Valid GST registration certificate, EPF registration certificate as per schedule of the tender specification.

vi) Eligibility criteria should be full filled.

D) LIABLE FOR REJECTION CRITERIA:

The bidder shall submit the following documents along with the tenders otherwise tender will liable for rejection.

i) Undertaking of no adverse performance.

ii) Affidavit for submission of all documentary evidence.

iii) No deviation Statement.

iv) Experience certificate of at least two such similar type of works in the last five years.

v) A declaration by the tenderer, that the tenders has no relation with any employee servicing under OHPC.

vi) Labour license from DLO, Jeypore.

1.10 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, Jeypore and submit a copy of the registration certificate to the Engineer-in-charge before execution of contract agreement.

1.11 ESTIMATED COST:

1.11.1 The total Estimated Value of the said work is **Rs. 14,05,699/- (Excluding GST)**

1.12 RULES AND REGULATIONS:

1.12.1 Bidders shall familiarise themselves with the rules and regulations of OHPC Ltd., applicable to execute the contract at Upper Kolab Hydro Electric Project, Bariniput, Dist: Koraput, State: Odisha.

1.13 CURRENCIES OF BID:

1.13.1 Bids shall be quoted only in the Indian Rupees.

1.14 PRICE:

1.14.1 The bidders are required to quote firm prices in the relevant price bid both in figure and words.

1.15 SUFFICIENCY OF BID:

1.15.1 The bidder shall be entirely responsible for the sufficiency of the rates quoted by him.

1.16 STATING OF RATES

1.16.1 A bidder shall show the total price of each item, and the grand total of the whole bid both in words and figures. Correction and rewriting, if any, shall be made by crossing out & putting dated initial. In case of conflict between the figures and words, the later shall prevail.

1.17 BID VALIDITY PERIOD

1.17.1 The bid must be valid for a period of **not less than 120 (One Hundred Twenty) days** from the date of opening of the tender. However, the bid validity period may be required to be extended by the tenderer for any such period as requested for by the customer in writing.

1.18 OPENING OF BIDS

1.18.1 The bids shall be opened by the Unit Head, UKHEP, Bariniput or his authorised representative on **dt.31.10.2026 at 12.30 Hrs**. in the presence of the bidders or their authorised representative who wish to be present. If the day on which the bid is due for opening, happens to be or declared as holiday for the office, the bid shall be opened on the next working day at the same time and venue.

1.18.1 If any of the bidders or their authorised agent is not present, the authority or his authorised representative will open the bids of the absentee bidders, prepare a statement of the attested and unattested corrections in the bid over his signature. Such a list shall then be binding on the absentee bidders.

1.18.2 The Unit Head, UKHEP, Bariniput or his authorised representative will, on opening each bid, read aloud the name of the bidder, rates quoted by him for each item and no. of attested /unattested corrections made in the bid.

1.18.3 First Technical bids will be opened. The Price bids of the technically qualified bidders only will be opened on the same day or on a later date which will be intimated to the bidders.

1.19 EVALUATION AND COMPARISION OF BIDS

1.19.1 To assist in the examination, evaluation and comparison of the bids, the customer may ask the bidders individually for clarification of their bids, including break-up of unit rates. The request for clarification and response shall be in writing, but no change in the price and substance of the bid shall be sought for, except as required to confirm the correction of arithmetic errors pointed out by the costumer during the evaluation of the bids.

1.19.2 Prior to the detailed evaluation of the bids, the customer will determine whether each bid is substantially responsive to the requirements of the tender documents. For this purpose, a substantially responsive bid is one, which confirms to all the terms and conditions and specifications of the bidding document without material deviation or reservation. A material deviation or reservation is one which substantially affects the scope/quality of work, or which limits the customer's rights or the bidder's obligations under the contract and the deviation or reservation which would affect virtually the competitive position of the other bidders participating in the tender. If a bid is not substantially responsive to the requirements of the tender document, it will be rejected by the customer and may not subsequently be made responsive by the bidder having corrected or withdrawn the non-confirming deviation or reservation.

1.19.3 The customer, for any arithmetic errors in computation and summation, will check the bids determined to be substantially responsive. Errors will be corrected by the customer as follows:

a) Where there is a discrepancy between amount in figures and in words, the amount in words will govern.
b) Where there is a discrepancy between the unit rate and the total amount derived from the multiplication, the unit rate as quoted will govern, unless in the opinion of the customer there is an obviously gross misplacement of the decimal point in the unit rate, in which event the total amount as quoted will govern and the unit rate will be corrected.

The amount stated in the price schedule will be considered by the customer and correction required if any will be done according to the above procedure with the concurrence of the bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected with forfeiture of EMD.

1.19.3 The bids of the L-1 bidder quoting less bid price/rate than the estimated cost put to tender & have not furnished the exact amount of differential cost (estimated cost put to tender minus the quoted amount) as Additional Performance Security in shape of Demand Draft / Banker's cheque.

1.19.4 All bids will be evaluated and compared on the basis of the following:

a) The bidder's financial capability shall also be taken into consideration.
b) Compliance with the technical requirements of tender specification and other terms and conditions set-forth herein.

1.20 SUCCESSFUL BIDDERS

1.20.1 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

1.20.2 After deposit of security deposit as per Clause No.2.7 and execution of the Contract Agreement the work shall be carried out.

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

1.21 DEPARTURE FROM THE CONDITIONS OF TENDER DOCUMENT

1.21.1 Should the tenderer wish 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 A**nnexure –III**

1.22 AWARD OF CONTRACT

1.22.1 The award of contract will normally be made within **Ninety Days** 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.

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

1.22.3 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.

1.22.4 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").

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

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

1.22.7 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.

Unit Head
UKHEP, Bariniput

GENERAL CONDITIONS OF CONTRACT

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

2.1.1 **Approved/ Approval**: Means approved in writing.

2.1.2 **Customer/Buyer:** Means Unit Head, Upper Kolab Hydro Electric Project, Orissa Hydro Power Corporation (OHPC) Ltd., Bariniput, Koraput.

2.1.3 **Contractor/Bidder**: Means the particular person, firm or corporation with whom the contract has been made for execution of this work.

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

2.1.5 **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.

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

2.1.7 **Labour:** Labour means all category of labour engaged by the contractor in connection with the execution of the works covered in this tender specification and included 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.

2.1.8 **Day**: Means a day from midnight to midnight.

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

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

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

2.1.12 **Letter of Intent:** Means the letter sent to the contractor by the customer indicating that his bid has been accepted prior to signing of agreement & placement of detail work order.

2.2 INTERPRETATIONS:

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

2.2.2 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.

2.3 REQUIREMENTS:

2.3.1 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.

2.3.2 The contractor shall quote the rates of labour and materials to be used as per schedule of work per unit for each item

2.4 PRICE:

2.4.1 The bidder shall in his bid quote firm price (excluding GST) for the materials and labour for the works as per the tender schedule only and also mention SAC/HSN code as applicable.

2.4.2 Bids offering any price other than FIRM PRICE shall out-rightly be rejected.

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

2.5 TAXES & DUTIES:

2.5.1 Only GST shall be paid as per rule.

2.5.2 Taxes deductible at source shall be deducted from the bills of the firms as per prevailing rule.

2.6 WITH HOLDING PAYMENTS:

2.6.1 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 nonperformance/ improper performance of works.

2.7 NOTICE AND INSTRUCTIONS:

2.7.1 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.

2.8 SECURITY DEPOSIT:

2.8.1 The contractor shall have to deposit **a security deposit of 5%** of contract value within 10 days of issue of the work order for the work and before execution of Contract Agreement. The above security deposit shall be refunded only after completion of guarantee period on receipt of clearance from the engineer-in charge for the work, provided the final bill has been paid and defects if any has been rectified.

2.8.2 The successful bidder will deposit the security deposit at Clause No.2.7 in shape of DD/BC from any nationalised / scheduled bank drawn in favour of OHPC ltd., UKHEP, Bariniput payable at Jeypore (IFSC Code SBIN0000101).

ADDITIONAL PERFORMANCE SECURITY(APSD)

The successful bidder shall have to deposit Additional Performance Security, when the bid amount is less than the estimated cost put to tender. In such an event the bidders shall have to furnish the Additional Performance Security as follows.

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

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

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

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

V. The additional performance security shall be treated as part of the performance security. (As per Works Deptt., Govt. of Odisha O.M No-173/W dated 03.01.2026) in shape of DD/BC drawn from Nationalized / Scheduled banks in favour of OHPC Ltd., UKHEP, Bariniput payable at SBI, Jeypore (IFSC Code SBIN 0000101) within seven days by the successful bidder within 7(Seven) days from the date of intimation from this office, otherwise the bid shall be cancelled and the security deposit shall be forfeited. Further, proceeding for blacklisting shall be initiated against bidder.

Additional performance security deposit shall be released after successful completion of the work and receipt of clearance from the Engineer-in-Charge.

2.8.3 Additional performance security deposit shall be released after successful completion of the work and receipt of clearance from the Engineer-in-charge.

2.8.4 No interest is payable on Security Deposit & additional security deposit.

2.8.5 Security Deposit & additional security deposit will be forfeited if the successful bidder fails to execute the works in all respects as per agreement.

2.9 STATUTORY COMPLIANCE:

2.9.1 The contractor is required to produce valid labour license issued by the DLO, Koraput before agreement in accordance with the contract labour regulation and abolition act and rules.

2.9.2 **EPF:** The contractor has the responsibility of statutory compliance in accordance to the EPF Rules. The successful bidder shall submit EPF code from the respective PF Commissioner before signing of agreement. The Contractor shall have the responsibility to deduct the employer / employees contribution from their workmen and deposit with PF authority regularly and submit such proof as and when required.

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

2.10 COMMENCEMENT, EXECUTION AND COMPLETION OF WORK:

2.10.1 The commencement of work should start within 5 days of signing of the Contract Agreement. The work shall be carried out at the site as per the instruction of Engineer-in-Charge.

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

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

2.10.4 The contract work is to be completed within four Calendar months from the date of signing of the contract agreement.

2.11 LIQUIDATED DAMAGE & FORCE MAJEURE:

2.11.1 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% per each week of delay for completion of delayed works limited to maximum 5% of contract amount, will be recovered from the dues of the contractor as liquidated damage. Once maximum liquidated damage is reached, the costumer may consider for 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.

2.11.2 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 within seven days of occurrence of such event. However, under no circumstances price variation claim will be entertained.

2.12 TOOLS AND PLANTS:

2.12.1 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 customer will not be held responsible for arranging such tools & tackles. If vehicles, machineries, equipment hired by the contractor from customer, the hire charges shall be recovered from the bill but the customer has no responsibility to provide machineries.

2.13 PAYMENT TO THE CONTRACTOR/ TERMS OF PAYMENT:

2.13.1 Running bill shall be paid if required by the contractor for the portion the work executed by the firm and duly certified by Engineer-In-Charge following all other departmental procedure.

2.13.2 Final bill will be paid after successful completion of the work in all respect and certification thereof by Engineer-In-Charge.

2.13.3 Taxes, duties and all other statutory deductions, recoveries shall be deducted from the bills as per rules in force. Contractor should mention HSN/ SAC code as applicable in his Bill/ Invoice / BOQ.

2.14 PAYMENTS OF WAGES TO WORKERS:

2.14.1 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) rules there under read with provision made in the payment of wages Act 1936, rules there under with subsequent amendments.

2.14.2 The Contractor shall pay the wages of every worker as per the rules enforce without waiting the payment from OHPC.

2.14.3 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.

2.14.4 The age of workers engaged by the contractor should not be less than 18 years and above 60 years.

2.15 LIABILITIES:

2.15.1 All liabilities as per prevailing labour laws, any other act such as contribution towards E.P.F. compensation etc. are to be borne 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.

2.15.2 The authority of OHPC shall not be responsible for any financial loss or any injury to any persons deployed by the tenderer in the course of their performing the functions/duties, or for payment towards any compensation.

2.16 REJECTION OF WORK:

2.16.1 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.

2.16.2 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.

2.17 RULES AND CODES:

2.17.1 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, Telecom rules and other rules etc. as amended by the Govt. from time to time for execution of contract. The account codes of OHPC shall rule all financial transactions. This tender shall be governed by the rules framed from time to time by the Government of Odisha, Government of India and OHPC.

2.18 ACCOMODATION:

2.18.1 On request, the authority may consider to provide accommodation to the contractor or his staff depending on the availability of accommodation as per OHPC accommodation rule as admissible for the entire contract period. The Contractor shall deposit energy charges and submit copy of the money receipt along with the running bill. The House rent shall be recovered from the bill.

2.19 CONTRACTOR'S RISK:

2.19.1 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 contractor 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.

2.20 DOCUMENTS:

2.20.1 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.

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

2.21 LAWS GOVERNING CONTRACT:

2.21.1 The contract shall be governed according to and subject to the laws of India within the jurisdiction of Hon'ble High Court of Orissa.

2.22 CONSUMABLES:

2.22.1 All the materials supplied by the contractor required for the work shall be certified by the Engineer-in-charge before utilisation of the same otherwise, all or part of the work for which such non certified materials have been used is/are liable for re-execution at no extra cost to the customer.

2.23 CONTRACT AGREEMENT:

2.23.1 Within 15 days from the date of issue of the letter of work order, the bidder is required to execute the Contract Agreement with the Engineer-in-Charge in the prescribed form given at Annexure-II. The security deposit has to be submitted prior to execution of the above contract agreement.

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

2.24 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 the 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.

2.25 PAYING OFFICER:

2.24.1 Finance Wing Head, O/O Sr. General Manager (Elect.), U.K.H.E.P, Bariniput is the paying officer.

2.24.2 The running bill and final bill in duplicate shall be submitted to the Engineer-in–Charge for verification only after successful completion of work for release of payment.

2.26 ENGINEER-IN CHARGE:

2.25.1 The Divisional Head, Utility Division, U.K.H.E.P, Bariniput is the Engineer-in-Charge of the work.

2.27 **NON-DISCLOSURE AGREEMENT:**

The Supplier / Contractor shall have to execute a Non-Disclosure Agreement (NDA) on non-judicial stamp paper worth Rs.100/-. The NDA shall be executed by the firm with the Verifying Officer/Engineer-in-Charge, UKHEP, Bariniput, under intimation to the C & P Head, as per the enclosed Proforma (Annexure-1).

Unit Head
UKHEP, Bariniput

Annexure-I

NON-DISCLOSURE AGREEMENT - VENDOR / SUPPLIER/ CONTRACTOR/ SERVICE PROVIDER

(To be on a non-judicial stamp paper of Rs.100/-)

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

BETWEEN

Odisha Hydro Power Corporation Limited, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at **OHPC Corporate Office, Bhoi Nagar, Janpath, Bhubaneswar, 751022** (hereinafter referred to as "OHPC"), represented by its authorised representative <Name, Designation>……, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-business and permitted assignees) of the First Part;

AND

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

WHEREAS:

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

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

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

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

3. EXCLUSIONS TO THE CONFIDENTIALITY AGREEMENT:

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

a) the CONFIDENTIAL INFORMATION was already in the knowledge of the VENDOR, before its disclosure by OHPC;

b) the CONFIDENTIAL INFORMATION, at the time of its disclosure by OHPC to the VENDOR, was in public domain;

c) the CONFIDENTIAL INFORMATION became a part of public domain, after its disclosure by OHPC to the VENDOR, either by publication or otherwise, except through the breach of this Agreement.

d) the CONFIDENTIAL INFORMATION was received by the VENDOR from a third party who was in possession of the same without violation of the obligation as to confidentiality;

e) the CONFIDENTIAL INFORMATION was independently developed by the VENDOR, without the breach of this Agreement;

f) the CONFIDENTIAL INFORMATION was required to be disclosed under the law;

The Information shall not be deemed to be in the public domain merely by the reason that it is known to a few members of the public to whom it might be of commercial interest. Further, a

combination of two or more parts of the information shall not be deemed to be in the public domain merely by the reason of each separate part thereof being so available in public domain.

4. OBLIGATIONS OF THE VENDOR

a. The VENDOR shall use the CONFIDENTIAL INFORMATION exclusively for its own purposes and shall not share the same otherwise to any third party, directly or indirectly, without the express consent of OHPC (which consent may be withheld arbitrarily, and shall keep the same strictly confidential).

b. The VENDOR shall ensure that the CONFIDENTIAL INFORMATION is not accessible to anyone other than those who are required to have such access.

c. The VENDOR may only disclose the CONFIDENTIAL INFORMATION to such of its employees or associates as are directly involved for the purpose of fulfilling the business association entered into between the parties on a need-to-know basis, provided that the VENDOR shall bind effectively such employees and / or such associates with a corresponding obligation. In any event, the VENDOR shall be responsible for any breach of this Agreement by any such employee or associate.

d. The VENDOR shall notify OHPC upon its becoming aware of the occurrence of any breach of this Agreement due to any unauthorised use of CONFIDENTIAL INFORMATION.

e. In the event the VENDOR becomes legally compelled to disclose any CONFIDENTIAL INFORMATION, it shall promptly notify OHPC about the same, so as to enable OHPC to obtain appropriate protective order, if any. The VENDOR shall exercise its best efforts to obtain assurance that confidential treatment will be accorded to the CONFIDENTIAL INFORMATION so disclosed, and shall make best efforts to diminish losses to OHPC arising out of such disclosure. In any event, the VENDOR shall disclose only such part of the CONFIDENTIAL INFORMATION, as is legally mandatory.

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

5. RETURN OF CONFIDENTIAL INFORMATION

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

CONFIDENTIAL INFORMATION solely for the purposes of determining compliance with obligations as to confidentiality hereunder.

6. TENURE OF THE AGREEMENT

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

7. WARRANTY AS TO ACCURACY OR COMPLETENESS OF THE INFORMATION

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

8. RELATIONSHIP PRESUMPTIONS

a. The VENDOR understands and acknowledges that nothing herein creates any presumptions about any proposed transaction or relationship with OHPC.

b. This Agreement does not grant to the VENDOR any proprietary rights to the CONFIDENTIAL INFORMATION or any licence under any patents, trademarks, copyrights or any other intellectual property, and all right, title and interest in and to the CONFIDENTIAL INFORMATION shall remain the exclusive property of OHPC.

c. Nothing in this Agreement shall be construed by implication or otherwise, as establishing any relationship of principal and agent or employer and employee between the parties hereto, or creating or authorising any party to create any commitment on behalf of the other party or any charge on the other party.

9. INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE

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

10. ENTIRE AGREEMENT

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

11. SEVERABILITY

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

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

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

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

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

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

Related Party Acts -

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

i) such third party is controlled by or controls, the VENDOR, or

ii) both, such third party and the VENDOR, are under the common control of any other party

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

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

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……. and having accepted a tender by the contractor for the provision supply & 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.

   a) The said tender notice and tender document.

   b) Information and instruction.

   c) General conditions of contract and special conditions of contract.

   d) The Specification & drawings.

   e) The Qualification Criteria and schedules.

   f) The relevant part of the tenderer's proposal.

   g) Any and all addenda or modifications to above.

   h) Letter of acceptance of tender.

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.

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
UKHEP, Bariniput

Annexure-III

NO DEVIATION STATEMENT
(To be filled in and signed by the tenderer)
(Clause No.-IT-1.22)

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**"

AANEXURE - IV

UNDER TAKING OF NO ADVERSE PERFORMANCE

THIS IS TO CERTIFY THAT 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

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-VI

UNDER TAKING OF NO RELATIONSHIP CERTIFICATE

This is to certify that I have No Relationship with any Employee serving under OHPC Ltd. 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 with Seal

Annexure-VII

A F F I DA V I T

(To be sworn in before the Notary)
(In non-judicial stamp paper of Rs.20/-)

I/We, ———————————————— (Name of t h e bidder) a Company incorporated under the provisions of the Indian Companies Act / Proprietorship / Firm registered under Indian Partnership Act/Sole Proprietor having its Registered office/ Corporate Office/ at _____and represented through Shree_____ duly authorized person (_____Designation) hereby solemnly declare & affirm as under:-

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

DEPONENT

Place:
Date:

VERIFICATION

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

Verified at_____ this _____ day of _____

DEPONENT

Annexure-VIII

EXPERIENCE CERTIFICATE

PAST HISTORY OF EXECUTION OF SIMILAR TYPE OF WORKS/ ORDERS.

(To be filled by the Bidder)

Sl. No.	Name of the Customer with Address	Order No. / Dt. with certified copies	Month/Year of Supply.

Signature of the Tenderer with seal