



REQUEST FOR PROPOSAL

**FOR
THE SELECTION OF AGENCY**

FOR THE SERVICES

“Appointment of Agency for obtaining of EC, and CTE for Expansion of existing R&R Colony located at Village Sukhabandha and Hemgir”.

THROUGH COMPETITIVE BIDDING

NIT No: OCPL/MCMP/SER-214/2026

Date: 11/06/2026



**ODISHA COAL AND POWER LIMITED
(A GOVERNMENT OF ODISHA COMPANY)**

CORPORATE OFFICE: Zone-A, Fourth Floor, Fortune Towers, Chandrasekharpur-751023, Bhubaneswar, Odisha.

SITE OFFICE: Samanwaya Bhawan, Sarbahal, Hemgir, Pin- 770013, Sundargarh, Odisha.

LETTER OF INVITATION

Tender Reference No: OCPL/MCMP/SER-216/2026

Date: 11/06/2026

To,

Dear Madam / Sir,

Subject: Letter of Invitation – Request for Proposal (RFP) for Appointment of Agency for obtaining of EC and CTE for Expansion of existing R&R Colony located at Village Sukhabandha and Hemgir.

1. Invitation to Bid

Odisha Coal and Power Limited (hereinafter called the “Owner”) seeks to select a qualified Agency to execute the Services titled “**Obtaining of EC and CTE for Expansion of existing R&R Colony located at Village Sukhabandha and Hemgir**” (hereinafter called the “Services”) under this proposed Contract for which this Request for Proposal (RFP) is issued. On behalf of the Owner, the Sr. Manager (Commercial & Contracts) now invites online Proposals from reputed and eligible Agencies to execute these Services.

2. Selection Methodology

The successful Agency will be selected under a **Single-Stage, Two-Part Competitive Bidding system (Cover-I: Techno-Commercial Bid and Cover-II: Price Bid)**. The evaluation, verification of Qualification Requirements (QR), and final selection will strictly follow the **Least Cost Selection (LCS)** procedure laid down in this RFP document, in accordance with the established procurement policies of the Owner.

3. Portal Access and Tender Cost Remittance

Bidders may view, access, and download the complete RFP (Tender Document) from the official Odisha Tender Portal (www.tendersodisha.gov.in). To participate in the bidding process, the non-refundable Tender Paper Cost must be paid strictly online through the portal's integrated payment gateway on or before the document download end date. The mandatory transaction details are as follows:

- **Tender Paper Cost: Rs. 1,000/-** (*Rupees One Thousand Only, inclusive of GST as referenced in Clause 3.1 of the ITB*).
- **Bid Security / EMD: Rs. 44,000/-** (*Rupees Forty-Four Thousand Only, remitted via online gateway or via bank instruments/guarantees as detailed in the ITB GST as referenced in Clause 3.2 of the ITB*).

4. Structure of the Tendering and Bidding Enclosures:

The complete multi-part Request for Proposal (RFP) package issued by the Owner for this assignment comprises the following integrated structural parts:

- **Section A: Instructions to Bidders (ITB):** The procedural and administrative procurement framework

- governing the e-tendering process.
- **Section B: Detailed Qualification Requirements (QR):** The definitive technical capability criteria, mandatory annual financial turnover scales, minimum execution volumes, and required credentials the bidder must satisfy to clear technical evaluation.
- **Section C: Cover Letter and Appendices/Annexures:** Bidders shall submit all Cover-I documents with this cover letter, following the instructions and enclosures mentioned therein.
- **Section D: General Conditions of Contract (GCC) & Special Conditions of Contract (SCC):** The legally binding financial terms, standard timelines, milestone payment architectures, risk allocations, liquidated damages, and force majeure maps.
- **Section E: Contractual Scope of Work, Detailed Technical Specifications and Bill of Quantity:** The operational field parameters, specific deliverables, target milestones, and service boundaries unique to the CBR program in Hemgir Block.

5. Critical Timeline Framework:

Bidders must track and adhere to the time-stamped schedules on the e-tender portal. All clarification requests must be sent in writing via the designated communication channels, and the final completed proposals must be electronically frozen and uploaded on the portal prior to the designated bid closing deadline. Offline, physical, or unencrypted submissions will be blocked from evaluation.

Thanking You.

Yours sincerely,

Sr. Manager (Commercial & Contracts)

Odisha Coal and Power Ltd.,

Site Office: Samanwaya Bhawan, Manoharpur Coal Mine,

Vill-Sarbahal, Block-Hemgir, Dist-Sundargarh, Pin-770013, Odisha.

Mobile: 7608008703 | **Email:** contracts@ocpl.org.in

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DISCLAIMER

1. Context of Information Provision:

The information contained in this Request for Proposal ("RFP") or provided subsequently to the Bidder(s), whether verbally, in documentary format, or through electronic transmissions on the **Tenders Odisha Portal**, by or on behalf of Odisha Coal and Power Limited ("**Owner**") or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and its standalone project enclosures.

2. Nature of the RFP:

This RFP does not constitute an agreement, nor does it represent an unalterable offer or invitation by the Owner to the prospective Bidders or any other person. The sole purpose of this RFP is to provide interested parties with standard procurement information to assist in the formulation of their electronic proposals.

3. Due Diligence and Verification Liability:

This RFP includes statements, estimates, and parameters which reflect various assumptions and assessments arrived at by the Owner in relation to the "**Obtaining of EC and CTE for Expansion of existing R&R Colony located at Village Sukhabandha and Hemgir**". Such assumptions, assessments, statements, and data may not be completely exhaustive, accurate, or adequate.

- Pursuant to **ITB Clauses 9.1 (Bidder's Due Diligence)**, each Bidder is entirely responsible for conducting its own independent field investigations, site visits, and operational analysis.
- Bidders must check the accuracy, adequacy, correctness, reliability, and completeness of the assumptions, assessments, statements, and information contained in this RFP and obtain independent statutory and legal advice from appropriate local sources.

4. Legal Interpretations:

Information provided in this RFP relates to a wide range of operational matters, some of which depend on the interpretation of local, state, and national laws. The data given is not an exhaustive account of statutory requirements and must not be regarded as a complete, authoritative statement of law. The Owner accepts no administrative or legal responsibility for the accuracy of any interpretation or opinion on law expressed herein.

5. Exclusion of Liability:

The Owner, its employees, and its advisors make no representations or warranties and shall have no financial or operational liability to any person, including any Bidder, under any law, statute, rules, or regulations, or in tort, principles of restitution, unjust enrichment, or otherwise for any loss, damages, costs, or expenses which may arise from or be incurred or suffered on account of anything contained in this RFP. This includes, but is not limited to, the accuracy, adequacy, correctness, completeness, or reliability of the RFP and any assessment, assumption, statement, or information contained therein or deemed to form part of this multi-part tender package.

6. Reliance on Document Content:

The Owner accepts no liability of any nature, whether resulting from administrative negligence or otherwise, howsoever caused, arising from the reliance of any Bidder upon the technical or financial statements contained in this RFP.

7. Discretionary Rights to Update:

Pursuant to **ITB Clause 4.4 (Amendments and Corrigenda)**, the Owner may, in its absolute administrative discretion but without being under any legal obligation to do so, update, amend, or supplement the information, assessments, or assumptions contained in this RFP by publishing official corrigenda directly on the e-tender portal.

1. BACKGROUND:

Odisha Coal and Power Limited (OCPL) is a Government of Odisha Company incorporated under the Companies Act, 2013. It is a prestigious Joint Venture (JV) company between **Odisha Power Generation Corporation Limited (OPGC)** and the **Government of Odisha**. This joint venture was established with the primary objective of developing and operating coal mines to cater to the critical fuel requirements of OPGC's thermal power assets.

The Ministry of Coal, Government of India, allocated the **Manoharpur and Dip-Side of Manoharpur Coal Blocks**, located in the Sundargarh district of Odisha, to OCPL. Commercial coal production successfully commenced in the financial year **2019-20**. To support its large-scale mining operations, OCPL has established state-of-the-art infrastructure, including a **Coal Handling Plant (CHP)**, **Rapid Loading Systems (RLS)** for efficient rail dispatch, as well as dedicated **Rehabilitation & Resettlement (R&R) Colonies** and a modern **Township** for its workforce and project-affected families.

At present, OCPL plays a vital role in national energy security by catering to the fuel requirements of major thermal power plants and core industrial sectors. Its prominent clientele includes **OPGC, NTPC, NALCO, Vedanta, BALCO, and Hindalco**, among other domestic and commercial clients across Odisha and other states in India.

2. GENERAL GUIDELINES & BIDDING PROCESS:

2.1. Invitation Overview:

1. **Invitation of Tender:** Odisha Coal and Power Limited (OCPL) invites electronic bids through the **Tenders Odisha Portal** under a **Single-Stage, Two-Part Competitive Bidding** system.
2. **Electronic Procurement Only:** Bids must be submitted strictly via the Odisha Government e-Procurement Portal (www.tendersodisha.gov.in). Physical, email, or faxed bids will be rejected outright.
3. **Bidding Methodology:** Bidding will follow a **Single-Stage, Two-Part (Envelope) Competitive Bidding** process (Technical and Price Bid).
4. **Selection Metric:** Bidder selection is carried out in accordance with the **Least Cost Selection (LCS)** method.

2.2. Project Scope & Work Classification

This tender is floated to cover specific operational, supply, or technical requirements of the Owner. Bidders must review the project metadata below, which dictates the core category of the contract:

1. **Owner Corporate Office:** Odisha Coal and Power Limited, Zone-A, Fourth Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar-751023.
2. **Owner Site Office:** Odisha Coal & Power limited, Samanwaya Bhawan, Manoharpur Coal Mine Project, Vill-Sarbahal, Block-Hemgir, Dist-Sundargarh, Odisha,770013
3. **Access to Manoharpur Coal Mine:**
Road: From Gandhi Chowk, Brajrajnagar, 30 km;
Rail: Kanika/Hemgir Station – 25 km from Hemgir;
Air Port: Nearest Airport is Jharsuguda.
4. **Name of Work / Assignment:** Appointment of Agency for obtaining of EC and CTE for Expansion of existing R&R Colony located at Village Sukhabandha and Hemgir.

5. **Tender Reference Number:** OCPL/MCMP/SER-____/2026 Dated: _____
6. **Project Location: Two R&R Colonies one** at Village Sukhabandha and one at Hemgir, Sundargarh, Odisha
7. **Contract Classification Category:** Appointment of Agency.
8. **Broad Scope Summary:** The successful bidder will be required to execute the complete lifecycle of tasks, deliveries, or consultative milestones as mapped out in the Scope of work (**Section-E**) enclosed separately with this ITB.

2.3. Digital Enrollment & Verification

1. **Portal Enrolment:** Bidders must enrol on the e-Procurement website using the "Bidder Enrolment" link.
2. **Digital Signatures:** Documents must be signed and uploaded using a valid Class-III Digital Signature Certificate (DSC).
3. **Document Legibility:** Scanned documents must be clear, legible, and completely free of text erasures.
4. **Correction Integrity:** Minor structural corrections must use the strike-through method and must be initialled by the authorized signatory.

2.4. Split Cover Submission Structure

Bidders must prepare and upload their submissions across two separate, distinct covers within the portal's established closing timeframe:

A. Cover-I: Techno-Commercial Bid:

Covering Letter for Submission of Tender by Bidder (on Letterhead): Bidder shall submit all document of **Cover-I** following this **Cover Letter** provided in **Section C; COVER LETTER AND APPENDICES (Clause 15) of this RFP. Checklist/Enclosure** is provided in **Clause 3 of Cover Letter**.

1. Digital copy of the complete, unedited Tender Document signed on all pages.
2. Scanned confirmation slips of the **TENDER PAPER COST and EARNEST MONEY DEPOSIT (EMD)/BID SECURITY** (See **clause-3 of Section-A**). Format of **Bank Guarantee and Insurance Bond** for EMD are enclosed as **Annexure-A and B**.
3. All mandatory qualification credentials, technical certifications, financial and corporate statutory documents as per **SECTION-B QUALIFICATION REQUIREMENT**.
4. Following **APPENDICES** to be enclosed:
 - i. **APPENDIX-A:** Authorisation of Person Participating in Tender on behalf of Company/Firm.
 - ii. **APPENDIX-B:** Power of Attorney of Person Participating in Tender on behalf of Company/Firm
 - iii. **APPENDIX-C:** Anti-Profiteering Declaration.
 - iv. **APPENDIX-D:** MSE/Udyam Registration Declaration with Certificate of MSE Registration for exemption of EMD and Tender Cost.
 - v. **APPENDIX-E:** Declaration of Non-Blacklisting.
 - vi. **APPENDIX-F:** Declaration by Successful Bidder for Completion of Work.

5. **Strict Pricing Restriction:** Bidders must not disclose any financial rates or pricing components in this technical stage (Cover-I). Doing so results in immediate, outright rejection.

B. Cover-II: Price Bid

- The original Bill of Quantities (BoQ) Excel template downloaded directly from the portal.
- Rates must be fully quoted against all specified item rows and blank input fields.

2.5. CRITICAL BIDDING SCHEDULE (PORTAL TIMELINES):

The timeline for e-procurement activities on the Tenders Odisha Portal shall be governed strictly by the schedule detailed below. All updates, modifications, or extensions regarding these slots will be published through official online corrigenda.

Sl. No.	Procurement Activity / Milestone	Scheduled Date & Time
1.	Publication Date of Tender Notice (NIT)	11/06/2026 at 15.00 HRS
2.	Document Download Start Date	11/06/2026 From 15.00 HRS
3.	Document Download End Date & Time	10/07/2026 Upto 17.00 HRS
4.	Last Date for Seeking Written Clarifications	09/07/2026 Upto 17.00 HRS
5.	Pre-Bid Meeting Date, Time, and Venue	Not Applicable
6.	Online Bid Submission Start Date	12/06/2026 From 9.00 HRS
7.	Online Bid Submission Closing Date & Time	10/07/2026 Upto 17.00 HRS
8.	Deadline for Physical Submission of EMD Instruments	10/07/2026 Upto 17.00 HRS
9.	Opening Date & Time of Cover-I (Techno-Commercial)	13/07/2026 at 15.30 HRS
10.	Opening Date & Time of Cover-II (Price Bid)	To be notified online to qualified bidders

3. TENDER FEES, BID SECURITY (EMD), AND STATUTORY EXEMPTIONS:

3.1. Prescribed Procurement Costs

Cost Component	Prescribed Base Value	Acceptable Modes of Submission
Tender Paper Cost	Rs. 1,000/- <i>(Inclusive of GST)</i>	Non-refundable online gateway remittance through the e-Procurement portal.
Bid Security / EMD	Rs. 44,000/- <i>(Rupees Forty-Four Thousand)</i>	Remitted via online banking gateway Odisha Tender Portal, Demand Draft (DD), Bank Guarantee (BG), electronic BG (e-BG), Insurance Surety Bond, or Fixed Deposit Receipt (FDR).

3.2. Mandatory Handling of Banking Instruments:

1. **Physical Deadline:** When using offline/banking formats for EMD, the original physical instrument must reach the Owner's office on or before the critical deadline specified in the Bidding Schedule.

2. **Standard Formats Required:** If opting for a banking security option, bank guarantees must be issued exactly per **Annexure-A (Format for BG for EMD)**, and insurance bonds must comply with **Annexure-B (Format of Insurance Bond for EMD)**.
3. **Delivery Location:** Send to the Sr. Manager (Commercial & Contracts), OCPL Site Office, Samanwaya Bhawan, Sarbahal, Hemgir, Dist-Sundargarh, Odisha, Pin-770013. No interest is paid on EMD deposits.

3.3 MSE and Government Exemption Clauses:

1. **Eligible Micro and Small Entities:** Micro and Small Enterprises (MSEs) registered with NSIC, Directorate of Industries, or holding active registration credentials under **APPENDIX-D (MSE/Udyam Registration)** are exempt from paying the Tender Cost and Bid Security. Government departments and Central/State PSUs receive the same exemption.
2. **Mandatory Portal Selection:** Exempted bidders must select the exemption option on the portal and upload their active registration certificates.
3. **EMD and Tender Cost Exemption Declaration:** Bidders utilizing this financial waiver must mandatorily upload a signed and stamped declaration strictly following **APPENDIX-D (MSE Registration and Declaration for Tender Cost and EMD Exemption)**. If the bidder withdraws or modifies their bid during its validity, they face structural suspension from participating in future tenders.

4. CONTRACTUAL INTEGRITY, COMMUNICATIONS, AND OPERATIONAL CLAUSES:

4.1. Interpretation & Scope

1. Capitalized terms used but not defined in this Document shall have the meanings ascribed to such terms in the standard Instructions to Bidders.
2. The Bidder shall submit the Bid for the entire Scope of Services specified. Bids not covering the full Scope of Services are liable for rejection.

4.2. Pre-Bid Clarifications & Site Familiarization:

1. **Pre-Bid Meeting Applicability:** A pre-bid conference may be conducted on the date and venue specified in the Bidding Schedule to clarify technical issues and respond to queries concerning the scope of work.
2. **Omission Interpretation Directive:** If a specific Pre-Bid Meeting date or venue is not explicitly filled or provided inside the Bidding Schedule, bidders must understand that a formal pre-bid meeting is still fully applicable for this tender. Under this fallback provision, bidders may ask for clarifications through email only, and the subsequent reply will be provided by the Owner through email only. In such cases, the default administrative mechanism allows the bidder to execute physical site visits independently and directly ask for necessary structural clarifications from the Owner regarding the RFP documents.
3. **Site Evaluation:** Bidders form a key part of this process and are strongly advised to execute physical site visits independently to evaluate the physical project locations, local logistics, weather, environmental variables, community proximity, statutory risks, and operational conditions at their own expense before submitting email queries.

4. **Binding Impact:** Ignorance of site circumstances or specific operational constraints will not be accepted as a basis for alterations to the bid or future claims after contract execution.

4.3. Requests for Clarifications:

1. **Written Format Required:** Bidders seeking clarifications regarding the intent or meaning of the RFP must submit their queries exclusively in writing via facsimile or email within the date specified in the bidding schedule.
2. **Review Discretion:** The Owner shall endeavour to respond to written requests but is not obligated to do so.
3. **Generic Dissemination:** Responses of significance to all participants will be processed in a generic format and made available through the e-Tender portal. Individual notifications will not be sent unless a query is proprietary in nature.

4.4. Amendments and Corrigenda Issued to RFP:

1. **Owner's Discretionary Rights:** The Owner reserves the right to issue amendments or modify the RFP at any time prior to the submission deadline without assigning any reason.
2. **Portal Publishing:** Amendments will be officially published as corrigenda on the portal, which shall be binding on all bidders.
3. **Resubmission Options:** Bidders who submit a bid prior to an amendment/corrigendum may either upload an addendum bid responding specifically to the changes or withdraw their original bid and resubmit a fresh bid.
4. **Extension of Time:** Owner may or may not opt for extension for any amendment/corrigendum considering the significance of amendment.

4.5. Extension of Deadlines:

1. **Owner's Right to Extend:** The Owner may, at its sole administrative discretion, decide to extend the Bid Submission Date and/or the Bid Opening Date.
2. **Rights and Obligations:** In such cases, all rights and obligations of the Owner and the Bidders previously subject to the original deadlines will thereafter be subject to the newly extended dates.

4.6. Submission Integrity & Correction Protocols

1. **No Erasures Permitted:** Overwriting or use of correction fluid is prohibited. Any minor text alterations must be neatly struck through, rewritten, and signed with the clear approval initials of the authorized signatory.
2. **Discrepancy Resolution:** In the event of a mismatch between figures and words anywhere within the technical/financial proposal documentation, the details provided in words shall be considered final.

4.7. Modification and Withdrawal Framework

1. **Online Portal Execution:** Bidders may modify, substitute, or withdraw their submitted bid only through the e-Tender Portal prior to the closing deadline. Physical or offline requests will not be entertained.
2. **Post-Deadline Restrictions:** No bid may be modified, substituted, or withdrawn after the submission closing time or during the subsequent Bid Validity Period. Unauthorized withdrawal during this window results in automatic forfeiture of the Bid Security.

4.8. Clarification and Evaluation of Qualification Requirements:

1. **Mode of Inquiry:** During the evaluation of Cover-I, the Owner may seek clarifications or missing documentation from bidders either through official email channels or through the e-tender portal's "**Shortfall Document**" feature, as deemed suitable.
2. **Submission Modes for Email Requests:** If the clarification is requested via email, the bidder may submit the required clarification or supporting documents via email, Speed Post, Courier, or in person by Hand within the stipulated deadline. The Maximum dead line will be three (03) working days (5.00PM of last working day) excluding the day of seeking clarification.
3. **Mandatory Portal Submission for Shortfall Requests:** If the Owner explicitly requests clarification or missing documentation through the e-tender portal (Shortfall Document), the bidder must submit the response and files through the e-tender portal only. No other modes of delivery (email, post, courier, or hand delivery) will be accepted for portal-driven shortfall queries. The Maximum dead line will be three (03) working days (5.00PM of last working day) excluding the day of seeking clarification.
4. **QR Alignment Evaluation:** These clarification updates are strictly constrained to verifying the existing Technical and Financial Qualification Requirements (QR) and validating the performance data previously declared under **SECTION-B: QUALIFICATION REQUIREMENT**. Bidders must respond within the time designated by the Owner [**See Clause 4.8 (2 or 3) as applicable**].
5. **Material Alteration Restriction:** Responses must be clarifying in nature and are forbidden from introducing new credentials, changing the substance of the proposal, or altering technical metrics to artificially achieve compliance.

4.9. False or Misleading Claims:

1. **Concealment Penalties:** If a bidder conceals material information, makes wrong or misleading statements, or submits falsified documentation to influence the procurement process, the Owner may reject the bid at its absolute discretion.
2. **Forfeiture and Blacklisting:** Proven cases of false or misleading submissions will lead to immediate rejection of the bid, automatic forfeiture of the Earnest Money Deposit (EMD), and administrative actions toward blacklisting the firm.

4.10. Owner's Right to Accept or Reject Bids:

1. **Annulment and Rejection:** The Owner reserves the absolute right to accept or reject any bid, or to annul the entire bidding process and reject all bids at any time prior to the contract award without assigning any reason.
2. **No Liability:** The Owner shall not entertain any financial claims or liabilities on this account, and bidders shall have no right to challenge such a decision.

4.11. Bidding Costs

1. **Bidder Expense:** The bidder shall bear all costs and expenses associated with the preparation, site visits, and submission of its bid.
2. **No Owner Responsibility:** Under no circumstances shall the Owner be responsible or liable for these costs, regardless of the conduct or outcome of the tendering, evaluation, and selection process.

4.12. Ownership of Bids and Responses

1. **Property of the Owner:** All bids and supporting data submitted within the prescribed timeline become the absolute property of the Owner upon receipt. The Owner has no obligation to return any soft or hard copy submissions to the bidder.
2. **Internal Reproduction Rights:** The Owner reserves the right to copy, scan, and reproduce responses for internal evaluation, clarification, contract negotiation, and record-keeping purposes.

4.13. Fraud, Corruption, and Restricted Practices

Bidders must observe the highest standard of ethics throughout the procurement lifecycle. OCPL will disqualify or blacklist any firm found engaging in the following practices:

1. **Corrupt Practice:** Offering, giving, receiving, or soliciting anything of value to influence procurement actions.
2. **Fraudulent Practice:** Misrepresenting facts to the detriment of the Owner, including collusive practices or cartels designed to establish artificial, non-competitive price levels.
3. **Coercive Practice:** Harming or threatening to harm persons or property to influence participation in the bidding process.
4. **Undesirable Practice:** Attempting to contact, canvas, lobby, or influence any person employed or engaged by the Owner.
5. **Restrictive Practice:** Arriving at any understanding, arrangement, or cartel to manipulate full and fair competition.

4.14. Conflict of Interest

1. Bidders must explicitly disclose any circumstances, arrangements, or relationships that constitute an actual or potential conflict of interest with their contractual obligations to the Owner.
2. Bidders, their employees, and agents must not place themselves in positions that create a conflict with the interests of OCPL during the bidding process.

4.15. Disqualification Framework

A bidder shall be disqualified if they meet any of the following criteria:

1. The entity has been barred or blacklisted by any Central/State Government body or PSU, and the bar subsists as of the tender release date. Bidder shall submit Non-Blacklisting declaration under **APPENDIX-E**.
2. Within the last three (3) years from the date of notification of the tender, the bidder has defaulted on a contract, been expelled from a project, or had a contract terminated for breach.
3. The bidder submits multiple bids, or a single proprietary firm submits multiple bids under different corporate entities or names.

4.16. Information Confidentiality

1. **Restricted Access:** All information regarding the examination, clarification, evaluation, and selection recommendations shall remain confidential.
2. **Need-to-Know Disclosure:** Information will not be disclosed to any person not officially concerned with the process, unless directed by a statutory entity that has the power under Indian Law to require its disclosure.

5. BID PREPARATION, LIFECYCLE, AND OUTRIGHT REJECTION CRITERIA:

5.1. Bid Lifecycle and Framework

1. **Governing Language:** All components of the bid, responses, and technical correspondence must be in **English**, which serves as the controlling language for interpretation.
2. **Bid Validity Horizon:** Bids must remain firm, binding, and irrevocable for a period of **180 days** from the final Bid Submission Date. Non-compliance renders the bid non-responsive.

5.2. Outright Rejection Framework

A bid will be structurally rejected and removed from evaluation if it exhibits any of the following flaws:

1. It is submitted via physical delivery, email, or fax instead of the online portal.
2. The portal registration timestamp shows it was completed after the closing deadline.
3. Price components are open, unencrypted, or visible anywhere within Cover-I (Technical Stage).
4. It covers only a partial scope or omits required items from the single, comprehensive tender package.
5. Bids are submitted without the tender paper cost or valid Bid Security/EMD.
6. The bidder is blacklisted, debarred, or banned by any Central/State Government or PSU during the last 3 financial years.
7. A single corporate entity submits multiple bids under different names or alternative accounts.

6. PRICE EVALUATION AND MATHEMATICAL DISCREPANCY PROTOCOL:

6.1. Quoted Price Conditions

1. **Template Integrity:** Rates must be filled in using only the official BoQ Excel template provided on the portal.
2. **Fixed Cost Policy:** Quoted prices must remain firm for the entire contract lifecycle and are immune to changes in labour or material costs.
3. **Fixed Price Contract:** The rates quoted by the Bidder shall be firm, fixed, and inclusive of all taxes, duties, levies strictly **excluding GST**.
4. **Evaluation Basis:** The financial evaluation shall be conducted on a strict **Least Cost Selection (LCS)** basis. The contract will be awarded to the technically qualified bidder who quotes the lowest **Total Amount (Rs.) Excluding GST**.
5. **Tax Inclusion:** Rates must be inclusive of all Indian taxes and duties, except for Goods and Services Tax (GST), which must be shown separately. All financial adjustments must strictly reflect the legal mandates referenced.

6.2. Mathematical Conflict Hierarchy

If mathematical discrepancies, rounding errors, or calculation mismatches emerge during the evaluation of the Cover-II Price Bid, the Owner will apply the following fixed hierarchy to correct the proposal:

1. **Discrepancy Between Figures and Words (Unit Price):** If there is a discrepancy between the unit price quoted in figures and in words for any item, **the unit price indicated in words shall govern** and be treated as the valid quoted rate. This rule applies uniformly, whether the amount written in words reflects a higher or a lower sum than the figure format, and vice versa. The total price for that specific

item will be mathematically adjusted by multiplying the corrected unit price (in words) by the scheduled quantity.

2. **Discrepancy Between Unit Price and Total Price:** If a variance emerges between the unit price (whether in figures or words) and the extended total price for an item, **the unit price shall govern**. The total price for that item will be mathematically adjusted by the Owner by multiplying the unit price by the quantity.
3. **Mismatches in Grand Totals vs. Sub-Totals:** If the individual itemized unit rates and totals match their text formats but the final grand total exhibits a summation error relative to the sub-totals, the individual **itemized sub-totals will govern** to correct and rewrite the grand total sum.
4. **Enforcement and Penalty:** The Owner will communicate these mathematical corrections to the bidder in writing. Bidders who refuse to accept these corrections face immediate disqualification, and their Earnest Money Deposit (EMD) or Bid Security balances shall be forfeited.

7. POST-EVALUATION REQUIREMENTS & MANDATORY STATE GOVERNMENT CLAUSES:

7.1. Contract Award Method (L1 and L2 Provisions)

1. **L1 Selection:** The contract will be awarded to the qualified bidder who submits the lowest responsive evaluation rate (L1 Bidder).
2. **L2 Risk and Cost Clause:** If the L1 bidder fails to execute the contract, the work may be awarded to the L2 bidder. The cost difference will be recovered directly from the L1 bidder's performance security or earnest money.

7.2. Contract Performance Security and Additional Performance Security (APS)

i. Standard Contract Performance Security

1. Within **seven (7) days** from the date of receiving the Letter of Award (LOA), the successful bidder must submit a Performance Security equal to **10% (Ten percent) of the contract value**.
2. Acceptable formats include Demand Drafts, Bank Guarantees, Insurance Surety Bonds, or direct online electronic transfers (RTGS/NEFT).
3. The instrument must remain valid for the entire contract execution period plus an additional **90 days of claim lodgment cushion**. No interest is paid on this deposit.

ii. Additional Performance Security (APS) for Abnormally Low Bids

1. Pursuant to **Office Memorandum No. 07764600022025173 dated 03/01/2026** issued by the Works Department, Government of Odisha, if an L1 bidder's quote is determined to be abnormally low or front-loaded, an Additional Performance Security (APS) becomes mandatory.
2. The successful bidder must deposit this calculated APS alongside their standard performance balance within the same 7-day window, failing which the LOA will be cancelled.

iii. Evaluation and Treatment of Abnormally Low Bids (ALBs)

a) Definition of Abnormally Low Bid (ALB)

An Abnormally Low Bid (ALB) is one where the total financial quote submitted by the L1 Bidder, in combination with other elements of the proposal, appears so low that it raises material concerns with the Tender Evaluation Committee (TEC) as to the capability, resource deployment, and technical viability of the Agency to successfully deliver the scope of work at the offered price.

Note: To ensure a competitive process, the internal estimated project cost prepared by is strictly confidential and shall not be disclosed to any bidder at any stage of the procurement process.

b) Mechanism for Seeking Justification / Clarification

If the financial quote of the L1 Bidder is flagged as an ALB relative to the confidential internal estimate, OCPL shall not reject the bid automatically. The following structured mechanism shall be activated:

1. **Written Show-Cause Clarification:** OCPL shall issue a formal written notice to the L1 Bidder via email/portal, requiring them to submit a detailed price justification and cost analysis within five (5) working days.
2. **Mandatory Content of Breakdown:** The L1 Bidder's response must include a complete component-wise breakdown, proving how they intend to execute the assignment at that rate. This must outline:
 1. Allocation of professional fees for the NABET-accredited EIA Coordinator and Functional Area Experts (FAEs) [Technical capacity, Key Personnel Requirements].
 2. Actual laboratory costs for the mandatory 1-month environmental baseline testing (Air, Water, Soil, Noise).
 3. Travel, statutory portal tracking, and operational overheads mapped to the 180-day timeline.
 4. An explicit risk allocation matrix demonstrating how statutory deliverables (EC, CTE, will be secured for both villages without loss or compromise.

c) Evaluation of Clarification and Consequences of Rejection:

1. **The Technical Committee Scrutiny:** The Departmental Technical Committee shall evaluate the submitted price analysis. If the L1 Bidder provides mathematically sound evidence that their rate is viable due to structural efficiencies or internal lab ownership, the bid may be accepted, subject to depositing an incremental **Additional Performance Security (APS)** in accordance with *Government of Odisha Works Department Office Memorandum No. 07764600022025173 dated 03/01/2026*
2. **Rejection Criteria:** If the L1 Bidder fails to respond within the stipulated 5 days, submits a vague justification, or fails to demonstrate their capability to complete the assignment without risking data plagiarism or project abandonment, OCPL shall **reject the L1 proposal**.
3. **Consequences of Rejection:** Upon rejection, the L1 Bidder's offer shall be cancelled, their Bid Security/EMD may be processed for forfeiture/action, and the firm may face debarment proceedings.

d) On boarding and Negotiation with the L2 Bidder:

Following the formal rejection of the unviable L1 Bidder, OCPL shall move to the next lowest valid offer to complete the tender loop:

1. **Invocation of L2 Negotiations:** OCPL shall invite the L2 Bidder for formal financial negotiations to finalize an acceptable contract price.
2. **Target Negotiation Benchmarks:** The negotiation committee shall attempt to align the final award price as close as practically possible to a rate deemed fully viable against OCPL's confidential estimate.
3. **Treatment of an Abnormally Low L2 Bid:** If the L2 Bidder's *original* quote was also independently flagged as an Abnormally Low Bid, the exact same clarification mechanism defined under sub-clause

(ii) must be completed for the L2 Bidder. If the L2 Bidder fails to justify their rate, their bid shall also be rejected.

4. **Absolute Cap on L3 Discussions:** Under no circumstances shall OCPL open price negotiations or issue counter-offers to the L3 Bidder or any lower-ranked participants. If both the L1 and L2 proposals are rejected due to unviable, abnormally low rates, the tendering process shall be aborted, and a fresh notice inviting tender (NIT) shall be issued.

8. STRUCTURE OF THE TENDER PACK & BINDING ENCLOSURES

8.1. Scope of the Bidding Document Set

This Instructions to Bidders (ITB) document operates in conjunction with specific project-based enclosures.

The complete multi-part tender package issued by the Owner comprises the following structural parts:

1. **SECTION "A" Instructions to Bidders (ITB):** The procedural procurement framework detailed herein.
2. **SECTION "B" Detailed Qualification Requirements (QR) :** Contains the definitive technical capability criteria, mandatory annual financial turnover scales, minimum execution volumes, and required list of plant/machinery metrics that the bidder must fulfil to clear evaluation.
3. **SECTION "C" Covering Letter and Appendices for submitting Cover-I (see Clause 2.4 A) by Bidder.**
4. **SECTION "D" General Conditions of Contract (GCC) & Special Conditions of Contract (SCC):** Establishes the legally binding financial terms, standard timelines, milestone payment architectures, risk allocations, liquidated damages, and force majeure maps customized for **Appointment of Agency**.
5. **SECTION "E" Contractual Scope of Work, Detailed Technical Specifications, Bill of Quantity:** Outlines the specific engineering drawings, deliverables, operating limitations, or scope limit unique to the floated tender.

8.2. Precedence of Enclosures

1. **Integration:** All separately enclosed documents form an organic, indivisible part of the overall bidding conditions.
2. **Conflict Resolution:** In the event of a structural ambiguity or conflict between the broad clauses inside this ITB and the specialized provisions enclosed within the separate **Special Conditions of Contract (SCC)** or **Detailed QR**, the clauses of the specialized enclosures shall take precedence and govern the tender.

8.3. Mandatory Authorization of Signatory

1. **Corporate Mandate:** Any person participating, signing, or executing transactions on the e-tender portal on behalf of a participating Company, LLP, Partnership, Proprietary firm, Govt. Entity must be formally authorized by the competent authority. Format of Authorisation is provided in **APPENDIX-A**.
2. **Competent Authorities:** Depending on the bidder's legal structure, this mandate must be issued directly by:
 - a. The **Board of Directors (BOD)** via a formal Board Resolution (for Companies).
 - b. The **Managing Partner / All Partners** (for Partnership Firms / LLPs).
 - c. The **Sole Proprietor** (for Proprietary Concerns).
 - d. The **Administrative Head of the Institution or the Board of Directors (for PSUs)** via an official Office Order, Notification, or Letter of Authorization/Delegation of Power (DoP) issued under the official seal of the state/central department.

3. **Filing Requirement:** A legally stamped and valid **Power of Attorney (POA)**, explicitly empowering the designated person to submit bids and bind the firm, must be uploaded inside Cover-I as per the framework in **APPENDIX-B**. This document must exactly match the active Digital Signature Certificate (DSC) mapped to the portal account, or the bid will face immediate disqualification.

9. BIDDER'S DUE DILIGENCE & OWNER'S RESERVED RIGHTS:

9.1. Due Diligence Requirement:

1. **Comprehensive Field Inspection:** Submitting a bid serves as definitive confirmation that the bidder has reviewed the site locations, local logistics, weather, environmental variables, community proximity, and structural hazards entirely at their own cost.
2. **Risk Acceptance:** By submitting a bid, the bidder accepts the risk of any error, inadequacy, or mistake in the data provided by the Owner. The Owner holds no liability for omissions or errors in the RFP documents.

9.2. Owner's Administrative Rights:

Tender Annulment: OCPL retains the absolute administrative right to accept or reject any bid, to cancel the tendering process entirely, or to reject all bids at any stage prior to the formal award of the contract without incurring any liability.

10. BIDDER ENTITLED TO BID:

Based on the domestic procurement guidelines of the Government of Odisha and the specific clauses built into this Instructions to Bidders (ITB) document, only entities that meet all of the following criteria are eligible to bid:

1. **Indian National Entities Only:** This is a **domestic tender**. Foreign firms or international bidders are strictly excluded.
2. **Registered Commercial/Non Commercial Firms:** Private Limited companies, Public Limited companies, registered Partnership firms, Limited Liability Partnerships (LLPs), and Sole Proprietorships operating in India.
3. **Government Entities:** Central or State Public Sector Undertakings (PSUs) and Government Departments.

11. GOVERNING LAW AND JURISDICTION:

1. **Applicable Statutes:** The bidding process, the evaluation framework, and any resultant contract issued under this tender shall be governed exclusively by, and construed strictly in accordance with, the laws of the Republic of India.
2. **Territorial Jurisdiction:** In respect of all disputes, claims, conflicts, or legal matters arising out of or relevant to this procurement framework, the courts of **BHUBANESWAR, STATE OF ODISHA** only shall have exclusive judicial jurisdiction to hear and decide the proceedings.

12. DISPUTE RESOLUTION:

12.1. Amicable & Mutual Settlement:

Any dispute, difference, or grievance arising out of or in connection with the bidding process, evaluation, or the subsequent execution of this Contract (in the case of the successful Agency) shall be resolved in the first

instance through mutual negotiations and amicable discussions between the designated representatives of both parties.

12.2. Administrative Decision:

If a mutual settlement cannot be reached through amicable discussions within thirty (30) days from the date the dispute is formally raised, the matter shall be referred to the Chief Executive Officer (CEO) of Odisha Coal and Power Limited (OCPL). The **CEO, OCPL** shall review the dispute and serve as the final administrative authority to decide upon the matter. The decision rendered by the CEO, OCPL shall be binding on both parties.

12.3. Arbitration Proceedings

In the event that either party remains aggrieved and a dispute remains unresolved or unsettled after the decision of the CEO, OCPL, such dispute shall be referred to and resolved by formal arbitration.

1. **Applicable Law:** The arbitration proceedings shall be governed strictly by the provisions of the **Arbitration & Conciliation Act, 1996** of India, including any statutory modifications, amendments, or re-enactments thereof.
2. **Constitution of Tribunal:** The arbitration shall be conducted by a **Sole Arbitrator**.
3. **Appointment of Arbitrator:** The Sole Arbitrator shall be appointed upon the mutual consent of both parties. If the parties fail to reach an agreement on the identity of the Sole Arbitrator within thirty (30) days from the date of the arbitration invocation notice, the Sole Arbitrator shall be appointed in accordance with the procedures prescribed under the Arbitration and Conciliation Act, 1996.

12.4. Venue, Language, and Jurisdiction:

1. **Venue & Seat:** The venue and seat of the arbitration proceedings shall be at **Bhubaneswar** only.
2. **Language:** The language to be used in the arbitral proceedings shall be English.
3. **Jurisdiction:** Subject to the arbitration framework defined above, the **courts of Bhubaneswar** shall have exclusive jurisdiction to entertain any suits, petitions, or legal proceedings arising out of or related to this bidding process and contract.

12.5. Continuance of Services:

Unless otherwise explicitly directed in writing by the Owner, the Agency shall diligently continue to perform all obligations and milestone tasks under the Contract (including baseline environmental monitoring or preparation of statutory applications) while the dispute resolution or arbitration process is actively ongoing.

13. PRE-BID DIRECTORY & TECHNICAL CONTACT CHANNELS:

For technical portal troubleshooting, electronic gateway errors, or formal pre-bid clarifications, bidders may contact the following channels:

3. **Tenders Odisha Helpdesk:** Phone: 0674-2530998 / 0674-2530997 (*Available during business hours*).
4. **Owner's Commercial Entity:** Office of the Sr. Manager (Contract and Commercial), OCPL Site Office, Samanwaya Bhawan, Sarbahal, Hemgir, Dist-Sundargarh, Odisha, Pin-770013. Mobile: 7608008703 | Email: contracts@ocpl.org.in.

SECTION B: QUALIFICATION REQUIREMENT

14. QUALIFICATION REQUIREMENTS (LCS Tender):

Following are the Qualifying Criteria for the bidder:

14.1. Technical Capacity (Eligibility Criteria)

The Bidder must have successfully completed similar works during the last 7 years ending on the date of notification of Tender, satisfying any one of the following thresholds mentioned in **Table T-1** below:

Table T-1

Criteria Category	Requirement Details
Time Period	Successfully completed similar works during the last 7 years ending on the date of notification of Tender.
Financial Thresholds (Any one of the three)	<ul style="list-style-type: none">• One (1) Work: Costing not less than Rs. 17,60,000/- (Exclusive of GST)• Two (2) Works: Each costing not less than Rs. 11,00,000/- (Exclusive of GST)• Three (3) Works: Each costing not less than Rs. 8,80,000/- (Exclusive of GST)
Definition of Similar Work	Experience in obtaining Environmental Clearance (EC) and Consent to Establish (CTE) for Building & Construction Projects of Category 8(a) or Category 8(b) as listed in the EIA Notification 2006 (and its amendments).
Eligible Clients	Works executed for Central/State Government departments, PSUs, Government Financial Institutions, or reputed Private Companies/Corporates (Pvt. Ltd. or Limited).
Mandatory Evidence Required	<ol style="list-style-type: none">1. Work Order/Letter of Award/Contract Agreement: Copy of original letter of award or signed contract showing scope, value, and commencement date.2. Completion Certificate: Official certificate from the client certifying successful completion (as per mandatory details given below: -).3. Submitted experience details must be filled out in Form T-1

Note:

1. Verification for Private Sector Clients

For projects executed for reputed Private Companies/Corporates, the Bidder must mandatory attach a copy of the TDS (Tax Deducted at Source) Certificate or Form 26AS. The financial values reflected in these tax documents must explicitly match the payment credentials and contract value claimed for that specific work.

2. Independent Verification of Credentials

OCPL reserves the right, at its own discretion, to independently verify the submitted Work Order, Letter of Award and/or Completion/Performance Certificate directly with the Bidder's client organization.

A) Completion Certificate Mandatory Details:

The Completion Certificate must be printed on the official letterhead of the Client organization, signed by the competent authority such as Project Manager / Authorized Signatory, and must clearly contain:

- a) Name of the Client Organization and Contact Details.
- b) Name of the Work and Contract / Work Order Number with date.
- c) Work order Value and Final executed value of the work (in INR).
- d) Date of commencement and actual date of completion.
- e) A clear statement certifying that the performance of the Agency was satisfactory.

- f) Specific mention that the assignment involved obtaining EC and CTE for Category 8(a) or 8(b) projects.

B) The Mandatory Evidence document must be provided in and attached with Form T-1 below:

Form T-1

Name of the Project	Client Name	Work Order Details (No., Date & WO Value)	Completion Certificate Details (No., Date & Final Value)	Date of Start	Date of Completion	Page No. of Supporting Document
1			No: Date: Value: Rs.	No: Date: Value: Rs.		Work Order/LOA /Agreement and Completion Certificate
2			No: Date: Value: Rs.	No: Date: Value: Rs.		Work Order/LOA /Agreement and Completion Certificate
3			No: Date: Value: Rs.	No: Date: Value: Rs.		Work Order/LOA /Agreement and Completion Certificate

14.2. Financial Capacity:

The Bidder shall provide Annual Turnover satisfying the following thresholds mentioned in **Table T-2** below

Table T-2

Criteria Category	Requirement Details
(a) Average Annual Turnover	<ul style="list-style-type: none"> • Minimum average annual financial turnover during the last three consecutive financial years (FY 2023-24, FY 2024-25, and FY 2025-26) must be at least Rs. 66,00,000/- (Rupees Sixty-Six Lakhs only). • Financial Capacity details must be furnished in Form F-1 below.
Evidence Required for Turnover	<ol style="list-style-type: none"> 1. Audited Financials: Audited Balance Sheets and Profit & Loss statements for the specified years, certified by a Chartered Accountant (CA) bearing a valid Unique Document Identification Number (UDIN). 2. Provisional Allowance: In the absence of an audited report for FY 2025-26 only, the Bidder may submit a turnover certificate certified by a practicing Chartered Accountant for that specific year.
(b) Net Worth	<ul style="list-style-type: none"> • The Net Worth of the bidder as of the last financial year (FY 2025-26) must be positive.
Evidence Required for Net Worth	<ul style="list-style-type: none"> • A formal certificate issued, signed, and stamped by a practicing Chartered Accountant (CA) explicitly confirming a positive net worth as of March 31, 2026. Format enclosed in Form F-2 below

Form F-1: Financial Capacity (Average Annual Turnover:

CHARTERED ACCOUNTANT CERTIFICATE FOR AVERAGE ANNUAL TURNOVER

(To be issued on the official letterhead of the practicing Chartered Accountant / Auditing Firm)

NOTE: Central/State Government Departments and PSUs are exempted from the CA Turnover Certificate. However, the turnover certificate shall be submitted by Competent Finance Officer of Govt. Entity.

CERTIFICATE OF AVERAGE ANNUAL TURNOVER

We have examined the audited books of accounts, financial balance sheets, and profit & loss statements of M/s. _____ [Insert Name of the Bidder] having its registered office at _____ for the three trailing financial cycles.

Based on our verification, we hereby certify that the Annual Financial Turnover of the firm/LLP/Company are follows: -

Sl. No.	Financial Year	Annual Financial Turnover (Excluding GST) in Figures (INR)	Annual Financial Turnover (Excluding GST) in Words
1.	FY 2023-24	Rs. _____	Rupees _____
2.	FY 2024-25	Rs. _____	Rupees _____
3.	FY 2025-26	Rs. _____	Rupees _____
A	Total Value	Rs. _____	Rupees _____
B	Average (A ÷ 3)	Rs. _____	Rupees _____ Only

Audit Declarations:

- We certify that the calculations shown above are derived from the official Audited Financial Statements filed by the Bidder.
- We confirm that the current Average Annual Financial Turnover as listed in row [B] is Rs/- (In Words: Rs.....Only).

For _____ (Name of the CA Firm / Auditing Entity)

Chartered Accountants (Firm Registration No: _____)

(Signature of the Authorized Partner)

Name of the Auditor: _____

ICAI Membership Number: _____

UDIN (Mandatory for Validation): _____

Date: _____

Place: _____

(Affix Official CA Firm Stamp and Seal)

★ Mandatory Instructions for the Bidder:

- UDIN Validation Requirement:** Under ICAI regulations, the practicing Chartered Accountant must generate a **Unique Document Identification Number (UDIN)** on the official portal for this certificate. Any certificate uploaded to the Odisha e-Tender portal without a valid, verifiable UDIN will be rejected on a strict Pass/Fail basis by the tender evaluation committee.
- Required Support Uploads:** The bidder must scan and bundle this signed **Form F-1** along with full copies of the **Audited Balance Sheets** and **Profit & Loss (P&L) statements** for FY 2023-24, FY 2024-25, and FY 2025-26.

1. **Form F-2: Format for Net Worth Certificate**

NET WORTH CERTIFICATE

(To be issued on the practicing Chartered Accountant's official letterhead)

This is to certify that we have examined the audited books of accounts and other relevant records of **M/s.**
_____ (Name of the Bidder) having its registered office at
_____.

Based on our evaluation, we certify that the Net Worth of the company as of **31st March 2026** is positive and calculated as follows:

Financial Component	Amount (in Rs.)
Paid-up Share Capital / Partner's Capital	
Add: Free Reserves (excluding Revaluation Reserves)	
Less: Accumulated Losses & Intangible Assets	
Total Net Worth	Rs. _____

We further certify that the Net Worth of the bidder is **Positive**.

For _____ (Name of CA Firm)

Chartered Accountants (Firm Reg. No: _____)

(Signature of Authorized Signatory)

Name: _____

Designation: _____

Membership No: _____

UDIN: _____

Date: _____

Place: _____

14.3. Statutory & Accreditation Requirements:

a) Eligible Entities & Mandatory Verification Documents:

The following table (**Table T-3**) combines Eligible Entities & Mandatory Verification Documents. All documents must be uploaded as high-resolution, legible PDF copies on the Tenders Odisha Portal.

Table T-3

Eligible Bidding Entity	Mandatory Verification Documents Required (Cover-I Submission)
1. Corporate Companies (Private Limited / Public Limited / Section 8)	• Certificate of Incorporation (COI) issued by the Ministry of Corporate Affairs (MCA) / ROC.

	<ul style="list-style-type: none"> • Memorandum of Association (MOA) and Articles of Association (AOA).
2. Limited Liability Partnerships (LLPs)	<ul style="list-style-type: none"> • Certificate of Incorporation (COI) issued by the MCA / Registrar of Companies. • Formal, fully executed LLP Agreement.
3. Traditional Partnership Firms	<ul style="list-style-type: none"> • Registered Partnership Deed executed on non-judicial stamp paper. • Valid Firm Registration Certificate (Form-C / Form-A) issued by the State Registrar of Firms.
4. Sole Proprietary Firms	<ul style="list-style-type: none"> • Valid GSTIN Registration Certificate • Signed Proprietor's Declaration Affidavit.
7. Government Entities (PSUs / Statutory Corporations / Autonomous Bodies / Public Universities)	<ul style="list-style-type: none"> • Gazette Notification, Statutory Parliament/Assembly Act, Charter, or COI proving establishment.

(b) Corporate Registrations:

1. Valid Goods and Services Tax (GST) Registration Certificate.
2. Permanent Account Number (PAN) card.

(c) NABET Accreditation:

1. Must hold a valid accreditation from **NABET** (National Accreditation Board for Education and Training) under QCI.
2. The accreditation must explicitly cover the sectors required to carry out EIA/EMP studies for **Category 8(a) and 8(b)** projects.
3. Bidder shall submit Certificate satisfying above condition.

14.4. Key Professional Requirements:

Key Professionals are as follows: Detail List is enclosed in **Form T-2**.

1. **Team Leader / EIA Coordinator:** Expert accredited by NABET for Category 8(a)/8(b) projects with Educational Qualification and minimum years of Experience cited in **Form T-2**.
2. **Functional Area Experts (FAEs):** Accredited experts in Air Pollution, Water Pollution, Socio-Economics, and Noise/Vibration & as per requirement of NABET for EC appraisal of building category projects. Educational Qualification and minimum years of Experience cited in **Form T-2**.

Form T-2: Key Professional Details:

Sl.	Proposed Position	Name of Expert	Highest Qualification	Total Experience (Years)	NABET Approved Sector 8(a)/8(b) (Yes/No)	Page No. of CV & Certificates
1	Team Leader / EIA Coordinator		M.Tech/MSc (Environment)	15		
2	FAE - Air Pollution		B.Tech/B.Sc. (Environment)	10		
3	FAE - Water Pollution		B.Tech/B.Sc. (Environment)	10		
4	FAE - Socio-Economics		B.Sc.in Social Science	10		

5	F AE - Noise & Vibration		B.Tech/B.Sc. (Environment)	10		
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Document Required:

1. Bidder Shall Submit Details of Key Personnel provided in **Form T-2** below.
2. **Detailed Curriculum Vitae (CV):** Signed by both the expert and the authorized representative of the bidder. Format of **CV of Key Professional** is provided in **Form F-3** below.
3. **Proof of Highest Educational Qualification:** Copies of degrees/diplomas (e.g., B.E./B.Tech, Post-Graduation) cited in **Form T-2** above.

Valid NABET Accreditation Proof:

1. Copy of the NABET accreditation letter/certificate identifying the professional as an approved EIA Coordinator or Functional Area Expert (FAE) for Sectors 8(a) and 8(b).
2. Printout of the latest active list from the QCI/NABET website showing the expert's name and valid status.

Form F-3: Format for Curriculum Vitae (CV) of Key Personnel:

(A separate form must be filled and submitted for each proposed expert)

1. **Proposed Position:** [e.g., Team Leader / EIA Coordinator]
2. **Name of the Expert:** _____
3. **Date of Birth & Nationality:** _____
4. **Educational Qualifications:** [Degree, Institution, and Year of Passing]
5. **NABET Registration Details:**
 - o **NABET Certificate No:** _____ Valid Up to: _____
 - o **Approved Sector(s):** _____
 - o **Role Approved for:** [EIA Coordinator / FAE (specify area)]
6. **Total Years of Experience:** _____ Years
7. **Relevant Project Experience (Obtaining EC/CTE for Category 8(a)/8(b) projects):**

Project Name & Client	Role Handled	Start Date	End Date	Key Tasks Performed / Deliverables Achieved

8. **Employment Status:** [Regular Employee / Independent Agency]

Certification by the Expert:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, experience, and myself. I confirm my availability to execute this assignment for the expansion of the R&R Colony at Sukhabandha and Hemgir.

Signature of the Expert: _____ **Date:** _____

Certification by the Bidder:

Certified that the data and facts mentioned in the CV above are correct as per our company records and verified credentials.

Signature of Authorized Signatory: _____ **Date:** _____

Name & Designation: _____ **Company Seal:** _____

SECTION C: COVER LETTER AND APPENDICES

15. COVERING LETTER

(TO BE SUBMITTED BY BIDDER ON LETTERHEAD)

To

Date:

Sr. Manager (Commercial & Contracts)

Odisha Coal and Power Ltd.,

Site Office: Samanwaya Bhawan, Manoharpur Coal Mine

Vill-Sarbahal, Hemgir, Dist-Sundargarh, Pin-770013, Odisha,

Sub: Online Bid Submission through the [Odisha e-Procurement Portal](#) for the Tender of "**Appointment of Agency for Obtaining of EC and CTE for Expansion of existing R&R Colony located at Village Sukhabandha and Hemgir**".

Ref:

1. Tender ID: [Insert 2026_OCPL_XXXXX_X Generated by Portal]
2. Tender Reference Number: [Insert OCPL RFP Number]
3. Corrigendum / Clarification No (If applicable): _____ Dated: _____

Dear Sir,

1. Confirmations and Portal Declarations:

- **Online Portal Submission:** We, M/s. [Insert Bidder Organization Name] ("Bidder"), hereby submit our formal proposal through the official Odisha e-Procurement Portal in response to the Request for Proposal (RFP) issued by OCPL.
- **Digital Encryption & Signing:** All components of our technical bid package have been securely encrypted at the client end and digitally authenticated using a valid Class-III Digital Signature Certificate (DSC) mapped onto the portal under our organization's account.
- **Two-Cover Architecture Compliance:** We acknowledge that our proposal follows the two-cover electronic architecture established on the portal:
 1. **Fee/Pre-Qual/Technical Cover (.pdf):** Containing our legal, professional, and audited financial credentials.
 2. **Finance/Price Cover (.xls):** Containing the un-edited, filled macro-enabled Bill of Quantities (BOQ) spreadsheet.

2. Acceptance of Tender Conditions:

- **Unconditional Acceptance:** We have studied the complete Detailed Tender Call Notice (DTCN), scope of work, and delivery timelines. We unconditionally accept all the specifications, terms, and location-isolated execution rules without any reservation or counter-conditions.
- **Single and Frozen Submission:** We certify that we have submitted only one integrated proposal on the portal. We understand that the system will evaluate only our last "**Frozen**" bid submission configuration.
- **Validity of Offer:** In accordance with the portal specifications, our technical and commercial offer shall remain firm and valid for a period of 180 days from the electronic bid opening date.

3. Index of Online Document Uploads (Technical Cover-I)

The following required documents have been scanned at a legible resolution, compiled as PDF volumes, and successfully uploaded to the Tenders Odisha Portal:

Document as per Cover-I Clause No. 2.4 A	Description of Uploaded PDF Document	File to be Uploaded (Guide for References of clause)	Yes/No
Tender Document (Clause No. 2.4 A (1))	Digital copy of the complete, unedited Tender Document signed on all pages.	Tender Document_Signed Scanned Copy	
Fee Details (Clause No. 2.4 A (2))	Proof of Online Payment of Tender Fee & EMD	Fee Tender Fees and EMD Proof. Exempted Bidder shall submit Appendix D with MSE Certificate.	
Qualification Requirement (Section-B) and Clause 2.4 A (3)	Clause No. 14.1: Technical Capacity (Eligibility Criteria)	Form T-1 following Work Order/LOA / Contract Agreement and Completion Certificate as per clause 14.1 (Table T-1)	
	Clause No. 14.2: Financial Capacity:	-----	
	(a) Average Annual Turnover	Form F-1, following Audit Report (with Balance Sheet and Profit Loss) as per clause 14.2 (Table T-2)	
	(b) Net Worth	Form F-2 as per as per clause 14.2.	
	Clause No. 14.3: Statutory & Accreditation Requirements	-----	
	(a) Legal Status:	Documents as per clause 14.3 (a) (Table T-3)	
	(b) Corporate Registrations: PAN Card, GSTIN Registration Certificate,	Copy of PAN and GST as per clause 14.3 (b)	
	(a) NABET Accreditation	Certificate as per Clause No. 14.3 (c)	
Clause No. 14.4: Key Professional Requirements	Form T-2 followed by CV in format provided in Form-F-3 as per clause 14.4		
APPENDICES Clause 2.4 A (4)			
APPENDIX-A Format Enclosed	Authorisation of Person Participating in Tender on behalf of Company/Firm.	Board Resolution of the Bidder/ Authorisation by Managing Director/ Authorisation by Proprietor/Authorisation by Partner. (See Clause 8.3)	
APPENDIX-B Format Enclosed	Power of Attorney (POA) of Person Participating in Tender on behalf of Company/Firm	Power of Attorney for signing bidding document and other formalities. See clause 8.3.	
APPENDIX-C Format Enclosed	Anti-Profiteering Declaration.	To be signed by Bidder (On Letter Head).	
APPENDIX-D Format Enclosed	MSE/Udyam Registration Declaration with Certificate of MSE Registration.	To be signed by Bidder (On Letter Head). Followed by MSE Certificate for getting exemption.	
APPENDIX-E Format Enclosed	Declaration of Non-Blacklisting.	To be signed by Bidder (On Letter Head).	

APPENDIX-F Format Enclosed	Declaration by Successful Bidder for Completion of Work.	To be signed by Bidder (On Letter Head).	
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I/We hereby declare that I/We have not disclosed any financial rates or pricing components in this technical stage. I understand that doing so will results in immediate, outright rejection of my/our bid.

Thanking you,

Yours faithfully,

For and on behalf of the Bidder: _____

(Name of the Bidder Organization)

(Digital & Physical Signature of the Authorised Signatory)

Name of the Person: _____

Designation: _____

Portal Username / Login ID: _____

(Affix Official Corporate Company Seal)

15.1 APPENDIX-A: AUTHORISATION

**BOARD RESOLUTION OF THE BIDDER / AUTHORISATION BY PROPRIETOR / AUTHORISATION BY
MANAGING DIRECTOR /AUTHORISATION BY MANAGING PARTNER**

Format of the Board Resolution for the Bidder

The Board, after discussion, at the duly convened Meeting on _____ [insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956, passed the following Resolution:

RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded for placing the Bid against the Request for Proposal (RFP) dated [.... **Insert RFP Date....**], as amended from time to time, issued by Odisha Coal and Power Limited (“OCPL”) for [.....**Insert Name of Services Here.....**].

FURTHER RESOLVED THAT _____, _____, _____ (Name of the Person(s)) be and is hereby authorized to enter into take all the steps required to be taken by the Company in this regard, including in particular, signing of the Qualification Proposal, making changes thereto and submitting amended Qualification Proposal, all the related documents, certified copy of this Board Resolution or letter, undertakings etc, required to be submitted to OCPL or such other documents as may be necessary in this regard.

Certified True Copy

Notes: -

1. This certified true copy of the Board Resolution should be submitted on the letterhead of the company, corporation or entity, signed by the Company Secretary or any of the authorized Directors of the Company and the rubber stamp for the company, corporation or entity shall be affixed.
2. The contents of the format of the Board Resolution should be suitably re-worded indicating the identity of the company, corporation or entity passing the resolution i.e. the Bidder.
3. The contents of the format may be suitably re-worded in case the Bidder is an individual/a proprietary firm/ a partnership firm. In such case highest authority shall issue the authorization.

15.2 APPENDIX-B: POWER OF ATTORNEY

FORMAT FOR POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

WHEREAS Odisha Coal and Power Limited (“OCPL”) has issued Request for Proposal (“RFP”) on [... **Insert RFP Date....**], as amended from time to time, for inviting the bids in respect of [.....**Insert Name of Services Here.....**]. (“Project”).

Know all men by these presents, We..... (name and address of the registered office) do hereby constitute, appoint and authorise Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the Project envisaging [.....**Insert Name of Services here.....**]. including signing and submission of all documents and providing information / Bids to Odisha Coal and Power Limited, representing us in all matters before Odisha Coal and Power Limited, and generally dealing with Odisha Coal and Power Limited in all matters in connection with our bid for the said Project.

The attorney has been duly authorized and vested with requisite powers to submit and execute the aforesaid documents and do all things necessary for our bid to OCPL. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For _____

Company Seal Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

15.3 APPENDIX-C: ANTI-PROFITEERING DECLARATON FORMAT

Bidders Declaration (On Letter Head)

We, [Insert Full Name of the Bidder/Agency], having our registered office at [Insert Full Postal Address of the Bidder], hereby declare and confirm the following in full compliance:

1. Compliance with GST Statutory Mandates:

We declare that we are fully registered under the Goods and Services Tax (GST) Act, 2017, and our active registration number is **GSTIN:** [Insert Bidder's GSTIN]. We certify that we comply with all statutory rules, notifications, and regulations governing indirect taxation in India and the State of Odisha.

2. Pass-Through of Financial Benefits (Section 171 of CGST Act, 2017):

In accordance with the anti-profiteering mandates under Section 171 of the Central Goods and Services Tax Act, 2017 (and corresponding provisions of the Odisha Goods and Services Tax Act, 2017), we confirm that any benefit arising from a reduction in the rate of tax or from the availability of Input Tax Credit (ITC) has been fully and commensurate passed on to Odisha Coal and Power Limited (OCPL) by way of a reduction in the prices quoted in our **Cover-II Price Bid (BoQ)**.

3. Integrity of the Quoted Financial Rates:

We explicitly declare that the financial rates filled out in the official BoQ Excel template are firm, calculated after incorporating all allowable tax deductions, and do not contain any element of unlawful profit retention or inflation derived from tax policy shifts.

4. Indemnity and Recovery Provision:

We acknowledge that if any anti-profiteering violation is detected at a later stage by the National Anti-Profiteering Authority (NAA) / GST Competition Commission or during the internal audit evaluation of the Owner, OCPL retains the absolute right to recover the profiteered sum directly from our outstanding invoices or Performance Security deposits.

Date: _____

Place: _____

To be signed by the authorized person under the company/firm's seal

15.4 APPENDIX-D: MSE Registration-Bid Security (EMD) and Tender Cost Exemption Declaration Form

Date: [XX/XX/XXXX]

To,

Senior Manager (Commercial & Contracts)

Odisha Coal and Power Limited

Site Office: Samanwaya Bhawan, Manoharpur Coal Mine

Vill-Sarbahal, Hemgir, Dist-Sundargarh

Pin-770013, Odisha

Subject: Declaration for Tender Paper Cost & Bid Security (EMD) Exemption as an MSE/MSME:

Tender Reference No: [Insert Tender/NIT Reference Number]

Tender Title: [Insert Tender Title]

Dear Sir,

We, [Insert Full Name of the Bidder/Agency], having our registered office at [Insert Full Postal Address of the Bidder], hereby declare and confirm the following in full compliance with **ITB Section 2.3 / 3.3** governing statutory exemptions:

1. Status as an Eligible MSE / Micro & Small Entity

We confirm that our business enterprise is a registered **Micro / Small Enterprise (MSE)** under the Ministry of Micro, Small and Medium Enterprises (MSME), Government of India. Our active and valid permanent registration details are as follows:

- **Udyam Registration Number:** [Insert active UDYAM-XX-XX-XXXXXXX Number]
- **Enterprise Classification:** [Specify: Micro Enterprise OR Small Enterprise]
- **Major Activity Type:** [Specify: Services OR Manufacturing]
- **Active NSIC Certificate No. (If applicable):** [Insert Number, else type N/A]

2. Statutory Claim for Exemption

Pursuant to the procurement policies of the Government of Odisha and the provisions detailed in **ITB Clause 3**, we hereby claim a full exemption from the remittance of both the **Tender Paper Cost** and the **Bid Security / Earnest Money Deposit**. We have chosen the "Exemption" option on the portal and uploaded our active **Udyam Registration Certificate** under **APPENDIX-D** as validation.

3. Binding Bid Security Declaration:

In lieu of depositing the physical or electronic Bid Security (EMD), we explicitly accept and agree to the following legally binding enforcement terms:

1. We agree that our bid shall remain firm, irrevocable, and open for acceptance by the Owner for a period of **180 days** from the final online Bid Submission Closing Date.

2. If we withdraw, modify, or amend our bid in a manner not acceptable to the Owner during the Bid Validity Period, or if we are awarded the contract as the L1 bidder and fail to execute the formal contract agreement or fail to submit the mandatory **10% Contract Performance Security** within seven (7) days of receiving the Letter of Award (LOA), we shall face immediate administrative penalties.
3. These penalties include being **automatically suspended and debarred** from participating in any future tenders floated by Odisha Coal and Power Limited (OCPL) or any Department of the Government of Odisha for a minimum period determined by the Owner, along with the cancellation of our entry portals.

4. Validity Verification

We certify that our Udyam Registration is fully active on the official MSME verification server as of today, has not been suspended or cancelled, and covers the core domain of works/services required under this specific RFP scope.

Authorized Corporate Signatory Details:

- **Name of Signatory:** [Insert Name]
- **Official Designation:** [Insert Title, e.g., Managing Director / Partner / Proprietor]
- **Power of Attorney Ref No:** [Insert POA Reference Number as per Section 8.3 / APPENDIX-B]
- **Primary Contact Number:** [Insert Mobile Phone]
- **Official Communication Email:** [Insert Corporate Email Address]

Signature of Authorized Signatory: _____

Company / Agency Seal:

15.5 APPENDIX-E: Declaration of No Blacklisting / Non-Debarment Format

(To be printed on the official business letterhead of the Bidder, signed by the Authorized Signatory)

Date: [Insert Date of Submission]

To,

Senior Manager (Commercial & Contracts)

Odisha Coal and Power Limited

Site Office: Samanwaya Bhawan, Manoharpur Coal Mine

Vill-Sarbahal, Hemgir, Dist-Sundargarh

Pin-770013, Odisha

Subject: Declaration of No Blacklisting / Non-Debarment for Tender Participation

Tender Reference No: [Insert Tender/NIT Reference Number]

Tender Title: [Insert Tender/Work Title]

Dear Sir,

We, [Insert Full Legal Name of the Bidding Entity [... **Insert Name of Entity**...], having our registered office / administrative headquarters at [...**Insert Full Postal Address of the Bidder**...], do hereby declare, solemnly affirm, and pledge the following in full compliance with the eligibility and disqualification frameworks of the Instructions to Bidders (ITB):

1. Status of Non-Blacklisting and Non-Debarment

We certify and declare that our organization, our directors, partners, proprietors, trustees, governing body members, or key management personnel have **NOT** been blacklisted, debarred, suspended, or banned from participating in public procurement or Appointment of Agency by:

1. The Government of Odisha or any of its administrative Departments / Wings.
2. The Central Government of India or any other State Government.
3. Any Central or State Public Sector Undertaking (PSU), Statutory Corporation, Autonomous Body, Local Urban Body, or Statutory Authority in India.

2. Subsisting Period and Historic Compliance

We confirm that no such disciplinary, debarment, or blacklisting order is active, pending, or subsisting against our entity as of the online bid submission closing date of this tender. We further confirm that we have not faced any such administrative ban, punitive restriction, or debarment within the last three (3) financial years preceding the release date of this RFP.

3. Absence of Contractual Defaults and Expulsions

We declare that within the last three (3) years from the technical bid submission date, our organization has not defaulted on any public or private contract, has not been expelled from any project or assignment, and has not had any contract terminated prematurely by any project owner due to a material breach of performance, regulatory non-compliance, or ethical default on our part.

4. Veracity of Information and Severe Penal Liability

We acknowledge that the information provided in this declaration is complete, accurate, and true. Pursuant to the clauses governing False or Misleading Claims inside the ITB, we fully understand that if any part of this declaration is found to be false, misleading, or intentionally concealed at any stage during the bid evaluation or after the formal award of the contract:

1. Our bid shall be summarily rejected, or our active contract shall be terminated immediately for default.

2. Our Earnest Money Deposit (EMD) or Contract Performance Security balances shall be completely forfeited by the Owner.
3. Odisha Coal and Power Limited (OCPL) shall retain the absolute administrative and legal right to initiate penal proceedings to structurally blacklist our firm from all future procurement cycles.

Authorized Signatory Details:

- **Name of Signatory:** [Insert Name of the Authorized Person]
- **Official Designation:** [Insert Title]
- **Nature of Supporting Mandate:** [Insert Type of Authorization (e.g., Board Resolution / Partners' Resolution / Governing Body Resolution / Trustees' Resolution / Office Order / Delegation of Power Letter)]
- **Mandate Reference No & Date:** [Insert Reference Number and Date of the Supporting Authorization Document]
- **Primary Contact Number:** [Insert Mobile Phone]
- **Official Communication Email:** [Insert Corporate Email Address]

Signature of Authorized Signatory: _____

Company / Firm / Institutional Seal: [Affix Official Stamp Here]

15.6 APPENDIX-F: Performance Commitment & Project Execution Declaration

(To be printed on the official business letterhead of the Bidder, signed by the Authorized Signatory)

Date: [Insert Date of Submission]

To,

Senior Manager (Commercial & Contracts)

Odisha Coal and Power Limited

Site Office: Samanwaya Bhawan, Manoharpur Coal Mine

Vill-Sarbahal, Hemgir, Dist-Sundargarh

Pin-770013, Odisha

Subject: Binding Declaration for Project Mobilization, Execution Integrity, and Post-Award Performance Security Compliance.

Tender Reference No: [Insert Tender/NIT Reference Number]

Tender Title: [Insert Tender Title]

Dear Sir,

We, [Insert Full Name of the Bidder/Agency], having our registered office at [Insert Full Postal Address of the Bidder], hereby submit our bid and explicitly provide this solemn and legally binding declaration in full compliance with **ITB Clause 7:**

1. **Commitment to Post-Award Contract Performance Security:**

We acknowledge that if our firm is selected as the successful lowest responsive evaluated bidder (**L1 Bidder**), we are under a strict mandatory obligation under **ITB Section 7.2 (i)** to deposit a Performance Security equivalent to **10% (Ten percent) of the initial contract value** within **seven (7) days** from the issuance date of the Letter of Award (LOA). We declare that our firm possesses the necessary banking lines and financial capacity to submit this security via an acceptable instrument (Bank Guarantee, Insurance Surety Bond, or direct RTGS transfer) valid for the entire contract period plus an additional 90 days.

2. **Compliance with Additional Performance Security (APS) Mandates:**

We declare that we have fully studied **ITB Section 7.2-B** and **Office Memorandum No. 07764600022025173 dated 03/01/2026** issued by the **Works Department, Government of Odisha**. In the event that our quoted price in the Cover-II Price Bid (BoQ) is determined by the Owner to be an abnormally low bid, we pledge and bind our firm to calculate and deposit the mandatory Additional Performance Security (APS) alongside our standard 10% performance security within the identical 7-day post-LOA window.

3. **Mobilization and Timely Project Execution Guarantee:**

We pledge that upon receipt of the formal LOA, our deployment teams, qualified field experts will be fully mobilized and stationed within the designated zones of Hemgir Block, Sundargarh district, strictly within the timelines specified by the Owner. We bind our firm to execute the entire **Contractual Scope**

of Work & Detailed Technical Specifications (Section D) in a time-bound manner, adhering to all sequential project milestones without any deficiency.

4. Acceptance of L2 Risk, Cost, and Debarment Penalties:

We explicitly agree that if we are declared the L1 bidder but refuse or fail to deposit the Contract Performance Security, fail to deposit the required APS (if applicable), fail to execute the formal contract agreement, or fail to initiate project mobilization within the stipulated timelines:

- Our Letter of Award (LOA) shall be cancelled immediately, and our Earnest Money Deposit (EMD) or Bid Security balances shall be completely forfeited by the Owner.
- Pursuant to the **L2 Risk and Cost Clause (ITB Section 7.1)**, the Owner retains the absolute right to award the contract or balance scope of work to the L2 bidder or an alternative agency.
- We bind our firm to fully pay and indemnify OCPL for any incremental financial cost differences or damage differentials recovered from the resultant L1 fallback operation.
- Our firm shall face direct administrative action leading to a structural ban and debarment from participating in any future tenders floated by OCPL or the Government of Odisha for a minimum period determined by the Owner.

5. Compliance with Governing Law and Local Conditions

We declare that the complete project execution lifecycle will be conducted in absolute compliance with the **Governing Laws of the Republic of India and the State of Odisha (ITB Section 11)**. We confirm that our future field operations will adapt fully to the local site circumstances and environmental conditions evaluated during our independent site visits (**ITB Section 4.2**).

Authorized Corporate Signatory Details:

- **Name of Signatory:** [Insert Name]
- **Official Designation:** [Insert Title, e.g., Managing Director / Partner / Proprietor]
- **Power of Attorney Ref No:** [Insert POA Reference Number as per Section 8.3 / APPENDIX-B]
- **Primary Contact Number:** [Insert Mobile Phone]
- **Official Communication Email:** [Insert Corporate Email Address]

Signature of Authorized Signatory: _____

Company / Agency Seal: [Affix Stamp Here]

15.7 ANNEXURE A: BID SECURITY (BG)

FORM OF BID SECURITY

(Bank Guarantee for Bid Security)

Guarantee No. [insert]

BY THIS BID SECURITY dated the [insert] day of [insert], [insert].

WHEREAS

- A.** Odisha Coal and Power Limited, a company incorporated under the (Indian) Companies Act, 2013, with its registered office at Zone-A, Fourth Floor, Fortune Towers, Chandrasekharapur-751023, Bhubaneswar, Odisha (hereinafter referred to as the "**Owner**", which expression shall include its successors and permitted assigns) invited bids for "[.....Insert Name of Services Here.....]" and [insert], a company incorporated under the (Indian) Companies Act, 1956, with its registered office at [insert] (hereinafter referred to as the "**Bidder**", which expression shall include its successors) submitted its bid for executing the Services ("**Bid**").
- B.** The Bidder has agreed to furnish bid security in the form of an unconditional, irrevocable Bank Guarantee ("**Bid Security**") of Rs. _____ (Rupees _____ only) ("**Bid Security Amount**") with the submission of the Bid to the Owner.
- C.** The Bidder has approached the [insert] (hereinafter referred to as the "**Bank**") for issuance of the Bid Security and at the Bidder's request and for sufficient consideration the Bank has agreed to provide such guarantee.

NOW THE TERMS AND CONDITIONS of this Bid Security are:

1. Where applicable, the words and expressions used in this Bid Security shall have the meaning assigned to them in the Request for Proposal (**RFP**).
2. The Bank shall, upon a written demand from the Owner informing the Bank of the Bidder's failure to comply with the terms and conditions of the RFP, pay to the Owner, within 5(five) days of receipt of such written demand from the Owner, without further proof or conditions and without contest, recourse, demur or protest and without any enquiry to the Owner or the Bidder, forthwith and in full amount without any deductions or set off or counter claims whatsoever the sum claimed by the Owner in such demand letter not exceeding an amount equivalent to the Bid Security Amount. The Bank will pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute raised by the Bidder or any other person.

Any payment made hereunder shall be free and clear of and without deduction for, or on account of, any present or future taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any applicable law, the Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that the Owner receives the full amount due hereunder as if no such withholding occurred.

3. This Bid Security shall be irrevocable and remain in full force for a period of Two hundred and ten days from the Bid Opening Date of Techno Commercial Bid i.e., from DD/MM/YYYY [Bid Opening Date of Techno Commercial Bid] to DD/MM/YYYY or such extended period as may be mutually agreed between the Owner and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Bid Security have been paid.
4. The Bid Security shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
5. The Bank's obligations under this Bid Security for the Bid Security Amount is primary, independent and absolute and not by way of surety only.
6. The Bank hereby agrees that its liability under this Bid Security shall not be discharged by virtue of any agreement between the Owner and the Bidder, whether with or without the Bank's knowledge, or by reason of the Owner showing any indulgence or forbearance to the Bidder.
7. In order to give full effect to this Bid Security, the Owner shall be entitled to treat the Bank as the principal debtor. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this Bid Security from time to time to vary any of the terms and conditions contained in the said RFP or to extend time for submission of the Bid or the Bid validity period or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP or the securities available to the Owner, and the Bank shall not be released from its liability under these presents by any exercise by the Owner of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other act or omission on the part of the Owner or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any reference in this Bid Security to any other agreement or document shall, unless otherwise expressly provided herein, be construed as a reference to that other agreement or document as the same may be amended, supplemented or notated from time to time.
9. The Bank represents, warrants and undertakes to the Owner that:
 - a) it has the power to execute, deliver and perform the terms and provisions of this Bid Security and has taken all necessary action(s) to authorise the execution, delivery and performance by it of this Bid Security;
 - b) the Bank has duly executed and delivered this Bid Security, and this Bid Security constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;

- c) neither the execution, delivery or performance by the Bank of this Bid Security, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any law, statute, rule or regulations or any order, writ, injunction or decree of any court or governmental instrumentality; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bank is a party or by which it or any of its property or assets is bound; or (iii) violate any provision of the Bank's constituent documents;
- d) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the date hereof), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorise, or is required in connection with: (i) the execution, delivery and performance of this Bid Security; or (ii) the legality, validity, binding effect or enforceability of this Bid Security; and
- (e) this Bid Security will be enforceable when presented for payment to _____[Name of the Issuing Bank].
10. If any one or more provisions contained in this Bid Security are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Bank shall enter into good faith negotiations with the Owner to replace the invalid, illegal or unenforceable provision.
11. All documents arising out of or in connection with this Bid Security shall be served:
- (i) Upon the Owner, at Odisha Coal and Power Limited, Zone-A, Fourth Floor, Fortune Towers, Chandrasekharpur-751023, Bhubaneswar, Odisha, India marked for the attention of General Manager (Commercial & Corporate Affairs.)
- (ii) Upon _____ [Name and address of the Issuing Bank].
12. Any such demand, notice or communication shall be deemed to have been duly
- i. If delivered by hand, when left at the proper address for service;
- ii. If given or made by pre-paid registered post or facsimile transmission, when received.
13. The Owner and the Bank may change their respective nominated addresses for service of documents to another address in India but only by prior written notice to each other. All demands and notices must be in writing.
14. It shall not be necessary for the Owner to proceed against the Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Owner may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
15. This Bid Security shall be governed by and construed according to the laws for the time being in force in India and the Bank agrees to submit to the exclusive jurisdiction of the courts in India for the

purposes of settling any disputes or differences which may arise out of or in connection with this Bid Security and for the purpose of enforcement under this Bid Security.

16. We, the Bank, further undertake not to revoke this Bid Security during its currency except with the previous express consent of the Owner in writing.

17. Notwithstanding anything contained herein,

(a) Our liability under this Bank Guarantee shall not exceed Rs _____/- (Rupees _____ only);

(b) The DD shall be valid till DD/MM/YYYY [90 days from the Bid Opening Date of Techno Commercial Bid];

(c) We are liable to pay the guaranteed amount of Rs _____/- (Rupees _____ Only) or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before DD/MM/YYYY (30 days beyond 90 days from the Bid Opening Date of Techno Commercial Bid).

IN WITNESS whereof this Bid Security has been executed as a deed on the date first before written.

[NAME OF BANK]

[Name]

[Designation]

15.8 ANNEXURE-B: BID SECURITY (Insurance Surety Bond)

FORM OF BID SECURITY
(Insurance Surety Bond for Bid Security)

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.

Date.....

To

Odisha Coal and Power Limited (OCPL),

Address:

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No., M/s[Bidder's Name] having its Registered/Head Office at (hereinafter called the 'Bidder') wish to participate in the said bid for [Name of Package] As an irrevocable Insurance Surety Bond against Bid Security for an amount of(*) valid for..... days from(**) required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the [Name & address of the Insurer]having our Head Office at (#) guarantee and undertake to pay immediately on demand by OCPL (hereinafter called the 'Employer') the amount of(*) without any reservation, protest, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto(@)..... If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s[Bidder's Name] on whose behalf this Insurance Surety Bond is issued. In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

.....
(Signature)

.....
(Name)

.....
(Designation with Insurer Stamp)

Authorised Vide
Power of Attorney No.....
Date.....

NOTE:

1. (*) The amount shall be as specified in the RFP.
(**) This shall be the date of opening of Techno-Commercial bids.
(#) Complete mailing address of the Head Office of the Insurer to be given.
(@) This date shall be (..... as per bid document) days after the last date for which the bid is valid.
2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/ Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on non-judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in RFP.

SECTION D: CONDITION OF CONTRACT

16.1 Terms of Payment:

1. Milestone-Based Payment Schedule:

Payments shall be released to the Agency on a progressive basis upon the successful completion, submission, and acceptance of the deliverables for each phase by the Engineer-in-Charge (EIC), as broken down below:

Phase	Milestone Activity / Deliverable	Time Schedule (Timeline)	Payment Breakdown (% of Contract Value)
Phase i	Completion of site investigation, data collection, preparation, and presentation of draft FORM I & IA with all supporting baseline documents to the satisfaction of the OIC.	Within 1 (One) Month from the date of issuance of the Letter of Award (LOA).	10%
Phase ii	Successful submission of Form-I, IA, Conceptual Plan/ Pre-Feasibility Report (PFR), and EIA-EMP reports to SEIAA / competent authority and submission of official proof of acknowledgment to OCPL.	Within 60 Days from the date of issuance of the Letter of Award (LOA).	20%
Phase iii	Successful presentation to SEAC & SEIAA and securing the formal recommendation for issuance of EC from SEAC to SEIAA.	Within 120 Days from the date of issuance of the Letter of Award (LOA).	20%
Phase iv	Receipt and submission of the Final Environmental Clearance (EC) letter from SEIAA / MoEF&CC for the R&R Colony expansion.	Within 1 (One) Month from the date of recommendation/grant of EC.	20%
Phase v	Preparation, submission of CTE Application, and receipt of the final Consent to Establish (CTE) from the Odisha State Pollution Control Board (OSPCB).	Within 60 Days from the date of issuance of the final EC.	30%
Total	Complete Assignment Delivery	Cumulative Project Timeline-180 days	100%

NOTE: The project phases and payment milestones shall be identical for both **the Sukhabandha and Hemgir R&R Colonies (See Clause 16.1 (1))**. However, upon the successful completion of any phase at a single colony, the Agency shall be eligible for the corresponding payment for that specific site. Liquidated damages for delays shall be assessed based on the progress of phases for each individual R&R Colony. Consequently, a separate Hindrance Register must be maintained for each colony.

2. Invoicing and Payment Processing:

- (i) **Bill Submission:** Tax Invoices shall be raised and submitted in duplicate (two hard copies) directly to the EIC. Each invoice must be accompanied by the mandatory supporting deliverables of that

phase (e.g., portal acknowledgment slips, SEAC minutes, or official clearance letters) and a copy of the cleared **Hindrance Register** lines. GSTIN Regd. No of OCPL: 21AACCO0959K1ZH

- (ii) **30-Day Credit Period:** Payment for each successfully completed phase shall be processed and released within thirty (30) days from the date of submission of a clear, undisputed tax invoice by the Agency, provided the invoice is accompanied by all required deliverables and is duly certified by the Engineer-in-Charge (OIC).
- (iii) **Certified Deductions:** All released payments shall be subject to applicable statutory deductions (such as Income Tax TDS, GST TDS) and contractual deductions (such as Liquidated Damages levied under **Clause 16.13**, if applicable).
- (iv) **Exclusion of Government Fees:** Statutory processing or application fees payable to the OSPCCB or any competent authority for obtaining the EC and CTE are excluded from the Contract Price. These shall be paid directly by OCPL, or reimbursed to the Agency at actuals upon submission of official government payment receipts.
- (v) **Out-of-Pocket Expenses:** The contract price is inclusive of all professional fees, travel, lodging, site investigation costs, data collection charges, and overheads. No separate out-of-pocket expenses shall be entertained.

16.2 Contract Price, Taxes & Duties:

(i) **Contract Price:**

The fixed contract price of **Rs. _____/- (Rupees _____ only)** shall be inclusive of all direct and indirect taxes, duties, levies, cesses, and imposts imposed by Central, State, or Local Authorities, as well as all operational expenses (such as baseline laboratory testing fees, data collection costs, expert honorariums, travel, and lodging). No extra claims shall be entertained by OCPL, with the sole exception of the Goods and Services Tax (GST).

(ii) **GST Reimbursement Rules**

- **Payment at Actuals:** GST shall be paid at prevailing statutory rates over and above the contract value. This payment is strictly contingent upon the submission of a valid, itemized tax invoice displaying the correct SAC code for environmental Appointment of Agency.
- **Input Tax Credit (ITC) Protection:** In line with **Clause 16.1**, the release of the GST component is tied directly to the Agency filing their GSTR-1 return. If the invoice fails to reflect in OCPL's **GSTR-2B statement** due to a default by the Agency, the tax component shall be withheld from the current or subsequent phase payments.

(iii) **Tax Deduction at Source (TDS)**

- **Income Tax TDS:** Income Tax TDS under Section 194J (or other applicable sections of the Income Tax Act, 1961) shall be deducted from every progressive milestone bill at the prevailing statutory rates.
- **GST TDS:** Statutory GST TDS (if applicable under the Odisha GST/CGST rules for public sector entities) shall be deducted at source from the gross taxable value of the bills.
- **Tax Credit Certificates:** OCPL shall process and issue the mandatory electronic TDS certificates (Form 16A / GSTR-7A) to the Agency within the legally prescribed timelines, enabling them to claim their respective tax credits.

(iv) **Statutory Variation Safeguard**

If any new taxes are introduced, or if the existing GST rates are altered by the Government of India or the Government of Odisha during the **180-day contract execution period**, such variations shall be adjusted at actuals by OCPL. However, this statutory variation protection shall not apply to any delays that occur beyond the approved schedule due to the sole default or negligence of the Agency.

16.3 Time Schedule:

Please refer **Clause no. 16.1 (1)** for **Milestone-Based Time Schedule for both R&R Colonies (at village Sukhabandha and village Hemgir)**. The completion period of the complete scope of work shall be 180 days from the date of issuance of LOA.

16.4 Quantity Variation and Time Extension:

1. Quantity Variation:

Not Applicable

2. Time Extension:

(i) Condition for Extension:

An extension of the contract period or milestone deadlines may be granted to the Agency, provided that the delays are due to reasons entirely beyond their control (such as delays in statutory processing by MoEF&CC/SPCB, changes in government policy, or force majeure events).

(ii) Hindrance Register and Application Process

a) **Maintenance of Register: A Hindrance Register (sample format enclosed at Annexure-E of Clause 16.20** or amended by the EIC) must be diligently maintained by both parties from the formal date of commencement of the Appointment of Agency. All project bottlenecks, delayed client approvals, or statutory gridlocks must be recorded in this register.

b) **Formal Request:** To seek an extension, the Agency must submit a formal written request letter to the EIC) within 7 days of the occurrence of the hindrance, backed by entries verified in the Hindrance Register.

c) Application of Liquidated Damages

If the delay in completing a milestone (such as submission of the EC Application / EIA report or obtaining the CTE) is determined to be due to default, negligence, or under-performance by the Agency, no time extension shall be granted without the levy of **Liquidated Damages**. The compensation for Liquidated Damages shall be applied strictly in accordance with **Clause No. 16.13** and the Liquidated Damages framework of this RFP.

d) Approving Authority

The Time Extension shall be formally reviewed and processed based on the technical evaluations and recommendations of the EIC. The final authority to grant or reject a Time Extension request rests with the **Chief Executive Officer (CEO), OCPL**, or any other designated Competent Authority of the Owner.

16.5 Progress of Work and Quality Reviews:

(i) Monitoring and Right to Audit

The EIC and their authorized representatives shall have the right to monitor, review, and audit the progress of the Appointment of Agency at any stage of the assignment. This includes inspecting baseline environmental monitoring logs, raw laboratory testing data, draft EIA/EMP chapters, and mapping models to ensure strict compliance with the contractual obligations, NABET guidelines, and MoEF&CC/OSPCB norms.

(ii) Periodic Review Meetings:

To ensure the assignment remains within the overall **180-day completion period**, the Agency shall attend mandatory periodic progress review meetings (either at the OCPL corporate office in Bhubaneswar, at the project site in Manoharpur Coal Mine Project, or via video conference) at the discretion of the EIC. The Agency shall present:

1. Actual progress achieved against the phase-wise timelines.
2. The updated status of applications uploaded to the OSPCB online portals.
3. Any bottlenecks or regulatory clarifications received that require immediate entries into the **Hindrance Register**.

(iii) Quality Deficiencies and Rectification

If the EIC finds any submission, data collection methodology, or report draft to be technically deficient, non-compliant with EIA Notification 2006, or of substandard quality, the Agency shall rectify the deficiencies at their own cost. Revised drafts must be submitted within seven (7) days of receiving feedback, and this review loop shall not be considered a ground for seeking an extension of time.

16.6 Subletting and Subcontracting Restrictions:

(i) Absolute Restriction on Assignment:

The Agency shall not sublet, transfer, or assign the full contract or any part of the Appointment of Agency (including baseline data collection, environmental monitoring, or preparation of the EIA/EMP reports) to any third-party agency without obtaining prior explicit written approval from the **EIC**.

(ii) Mandatory NABET Compliance for Field Laboratories

1. **Permitted Outsourcing:** If the Agency does not own an in-house laboratory, they may outsource the collection and testing of primary baseline environmental samples (Air, Water, Soil, Noise) to an external testing laboratory.
2. **Mandatory Qualifications:** Any such laboratory must hold valid **NABL accreditation** and notification from the **MoEF&CC/Central Pollution Control Board (CPCB) and the monitoring analysis of environmental parameters must be acceptable by the MoEF&CC/SEIAA/SEAC for grant of EC**.
3. **Prior Approval:** The credentials, certifications, and scope of testing of the proposed laboratory must be submitted to the EIC for review and formal approval *before* any field monitoring begins at the Sukhabandha and Hemgir R&R colony sites.

(iii) Responsibility of the Primary Agency

Even if partial outsourcing of laboratory testing is explicitly approved by OCPL, the primary Agency shall remain solely, fully, and unconditionally responsible to OCPL for:

1. The technical accuracy, integrity, and validity of all generated data.

2. The performance, professional conduct, and timely delivery of the outsourced laboratory tasks.
3. Maintaining strict compliance with the overall **180-day project timeline**.

(iv) Consequences of Unauthorized Subletting

If at any stage of the assignment it is discovered that the Agency has sublet, transferred, or assigned any portion of the scope of work to an unapproved agency, or deployed non-NABET accredited personnel for core EIA compilation:

1. **Immediate Termination:** OCPL reserves the absolute right to terminate the contract immediately **without serving any notice period**.
2. **Default Liabilities:** Such termination shall be treated strictly as a **Termination for Default under Clause 16.11(A)**.
3. **Financial Penalties:** The Performance Security shall be forfeited, and the remaining scope of work shall be executed through the L2 bidder or a third-party agency at the sole **Risk and Cost of the Agency under Clause 16.12**.

16.7 Safety, Health, Environment, and Quality (SHEQ) Compliance:

(i) Mandatory Site Safety Induction

The assignment involves active field deployment for primary environmental data collection (such as ambient air monitoring, water sampling, noise level tracking, and socio-economic surveys) within the existing R&R Colony locations at Village Sukhabandha and Hemgir. Before deploying any field engineers, surveyors, or laboratory technicians to the project site, the Agency's personnel must undergo a mandatory safety induction training program conducted by the **OCPL Safety Officer**.

(ii) Compliance with Safety Protocols & PPE:

1. **Field Safety:** The Agency shall ensure that all field staff strictly abide by the safety rules, regulations, and standard operating procedures (SOPs) enforced by OCPL at the project locations.
2. **Mandatory PPE:** While performing field monitoring or site investigations, all personnel must wear appropriate personal protective equipment (PPE)—including but not limited to safety helmets, high-visibility vests, safety shoes, and masks—provided entirely at the Agency's own cost.
3. **Consequences of Violations:** Any violation of safety protocols shall be viewed seriously. OCPL reserves the right to suspend field activities or bar non-compliant personnel from entering the site. Financial penalties shall be levied for safety defaults in accordance with the prevailing OCPL Safety Policy.

(iii) Environmental and Quality Assurance (NABET Standard)

1. **Data Integrity:** Because the outputs of these services directly impact statutory clearances, the Agency must maintain the highest standards of data quality and environmental care during field operations.
2. **Zero-Disturbance Monitoring:** The installation of baseline monitoring equipment (such as High-Volume Air Samplers) and the collection of soil/water samples within the Sukhabandha and Hemgir villages must be conducted without causing any environmental damage, public nuisance, or hazardous disruption to the local community.

3. **NABET Quality Management:** The compilation of all data and reports must strictly adhere to the Quality Management System (QMS) frameworks prescribed under the Agency's **valid NABET accreditation**.

16.8 Designated Authorized Representative and Project Coordinator:

(i) Mandatory Appointment and Financial Authorization via Power of Attorney (POA):

The Agency shall formally appoint and deploy one (1) dedicated **Single Point of Contact (SPOC) / Project Coordinator** to act as their Authorized Representative for the entire duration of the 180-day contract period.

The formal declaration containing the name, contact number, official email address, and signature specimen of this representative must be submitted to OCPL within seven (7) days from the issuance of the Letter of Award (LOA).

To empower this representative to execute financial transactions—specifically the signing, verification, and official submission of progressive milestone tax invoices—the Agency must submit a valid **Power of Attorney (POA)** along with the appointment declaration:

1. **For Corporate Entities (Pvt. Ltd. / Ltd.):** A certified copy of the **Board Resolution** explicitly authorizing the individual, accompanied by a Power of Attorney executed under the common seal of the company.
2. **For Partnership Firms / LLP / Proprietorships:** A General or Specific Power of Attorney (POA) executed on non-judicial stamp paper of appropriate value, duly notarized by a registered Notary Public, authorizing the representative to sign all operational, supply, and financial bills under this contract.
3. **For Government Entities / Central or State PSUs / Government Departments:** An official **Letter of Authorization** or **Office Order** issued and signed on the entity's official letterhead by a competent authority. Alternatively, a Power of Attorney executed by the Head of the Organization or an official holding a general power of attorney on behalf of the Government Entity may be submitted, explicitly granting authorization to sign operational and financial bills under this contract.

No progressive milestone bill will be accepted, certified, or processed for payment by the Commercial and Accounting departments of OCPL unless it is signed by the designated attorney holding this validated Power of Attorney.

NOTE: Templates for **Submission of Authorization** and **Mandatory Text** to include in the Bidder's **Power of Attorney (POA)** may be obtained from Owner after award of contract.

(ii) Scope of Responsibilities:

The appointed Authorized Representative shall be legally, technically, and financially empowered via the POA to represent the Agency in all matters concerning the assignment. Their core responsibilities include:

1. **Technical & Financial Liaison:** Coordinating daily with the Officer-in-Charge (OIC), attending periodic progress review meetings, and legally signing/submitting milestone invoices to the Commercial & Contracts department.
2. **Field Management:** Directly supervising the field monitoring teams, surveyors, and external NABL laboratories at the Sukhabandha and Hemgir R&R colony locations.
3. **Statutory Tracking:** Handling the online submission of applications on the OSPCCB portals and responding directly to technical queries raised by the SEAC/SEIAA or State Pollution Control Board.
4. **Hindrance Logging:** Promptly reporting project bottlenecks and logging entries in the **Hindrance Register** as per **Clause 16.4 (2)**.

(iii) Qualification Benchmarks:

To ensure high-quality communication and technical execution, the Authorized Representative must be a senior professional. They should preferably be the **NABET-accredited EIA Coordinator or a key Functional Area Expert (FAE)** proposed in the technical bid, possessing deep knowledge of Category 8(a)/8(b) building and construction regulations.

(iv) Continuity and Key Personnel Restrictions

1. **Prior Approval for Replacement:** The Agency shall not replace or substitute the Authorized Representative without obtaining prior explicit written approval from the OIC.
2. **Handover Period:** In the event that a replacement becomes inevitable due to medical or personal emergencies, the Agency must provide an equally qualified NABET-accredited substitute, **issue a fresh/revised Power of Attorney (POA)**, and ensure a mandatory overlapping transition period of seven (7) days at their own expense.
3. **Impact of Unauthorized Absence:** Continuous absence or unavailability of the Authorized Representative that results in a missed statutory deadline, presentation delay, or billing dispute shall be treated as a performance default, directly triggering the levy of **Liquidated Damages (Clause 16.13)**.

16.9 Indemnity, Confidentiality, and Proprietary Rights:

a) Comprehensive Indemnity

1. **Workmen Liabilities:** The Agency shall hold harmless, defend, and keep **Odisha Coal and Power Limited (OCPL)** fully indemnified against all claims, demands, losses, costs, charges, or liabilities arising out of any accident, injury, or fatality suffered by the Agency's workmen, field engineers, surveyors, or outsourced laboratory personnel while conducting environmental baseline monitoring or site investigations at the Sukhabandha and Hemgir R&R Colony locations.
2. **Compliance & Third-Party Claims:** The Agency shall indemnify OCPL against all financial penalties, legal actions, or statutory damages arising from the Agency's failure to maintain valid **NABET accreditations**, breach of local labour regulations, or infringement of third-party intellectual property rights during the preparation of the EIA/EMP reports.
3. **Sole Responsibility:** All statutory insurance policies (such as Workmen's Compensation Insurance and Public Liability Insurance) required for the field teams shall be maintained entirely by the Agency at their own expense.

b) Non-Disclosure and Confidentiality:

1. **Definition of Confidential Information:** All technical data, layout plans, land ownership records, census figures of the displaced population, baseline survey findings, and administrative correspondence provided by OCPL, or generated by the Agency during the execution of this assignment, shall be treated as strictly "Confidential."
2. **Restriction on Use:** The Agency, their employees, and their approved sub-agents (such as external NABL laboratories) shall not disclose, copy, publish, or distribute any part of this project information to any third party, news agency, or social media platform without obtaining prior explicit written authorization from the EIC.
3. **Permitted Disclosure:** Disclosure of information is permitted only to authorized government portals and statutory regulatory bodies (such as SEIAA, MoEF&CC, and OSPCCB) strictly for the purpose of securing the mandatory EC and CTE.
4. **Survival Period:** This confidentiality restriction is absolute and shall remain legally binding on the Agency for a period of **five (5) years** after the successful completion or termination of this contract.

c) Proprietary and Intellectual Property Rights (IPR)

1. **Absolute Ownership:** All raw baseline environmental monitoring charts, satellite imagery models, socio-economic survey sheets, draft or final EIA/EMP reports, and online application data packages compiled for the expansion of the R&R Colony belong exclusively to OCPL.
2. **Transfer of Source Files:** Upon the completion of the respective payment phases or upon contract termination, the Agency must hand over all final deliverables, including editable source files (such as MS Word documents, AutoCAD/GIS mapping files, and spreadsheet data models), to the EIC.
3. **Restriction on Re-use:** The Agency shall have no proprietary right or lien over these documents. They are strictly prohibited from using, repurposing, or replicating the data compiled for the Sukhabandha and Hemgir sites for any other client, tender, or external project.

16.10 Contract Performance Security and Additional Performance Security:

(i) Submission and Fixed Value

Within seven (7) days from the date of issuance of the Letter of Award (LOA), the successful Agency shall submit a Contract Performance Security for a fixed amount equal to **10% (Ten percent) of the initial contract value**, which translates to a precise sum of **Rs. _____/- (Rupees _____ only)**.

(ii) Acceptable Electronic and Physical Instruments

The Performance Security must be submitted using any of the following approved instruments, issued exclusively by a Scheduled Commercial Bank operating in India:

1. An electronic Bank Guarantee (**e-BG**) or a standard Bank Guarantee (**BG**) formatted as per the text in **Annexure-C (See Clause 16.20)**.
2. A Demand Draft (DD) drawn in favour of *Odisha Coal and Power Limited*, payable at Bhubaneswar.
3. An Insurance Surety Bond configured as per **Annexure-D (See Clause 16.20)**
4. A Fixed Deposit Receipt (FDR) completely pledged in favour of *Odisha Coal and Power Limited*.
5. Direct online electronic routing via RTGS/NEFT into the verified bank account designated by the Owner.

No interest shall be payable by OCPL on any Performance Security deposit held during the project timeline.

(iii) Validity and Claim Period

The Contract Performance Security shall remain valid for the entire **180-day contract execution period** plus an additional **90 (Ninety) days** of claim lodgement cushion beyond the final closeout of the assignment (i.e., until 90 days after the final delivery and acceptance of the OSPCB Consent to Establish certificate under Phase v).

(iv) Additional Performance Security (APS) for Abnormally Low Bids

In the event that the successful L1 Bidder's final financial quote is found to be abnormally low **Additional Performance Security (APS)** shall be strictly applicable. This amount will be dynamically calculated and enforced in accordance with **Office Memorandum No. 07764600022025173 dated 03/01/2026 issued by the Works Department, Government of Odisha**. The Agency must deposit this calculated APS alongside the baseline Performance Security within the initial 7-day window, failing which the LOA shall be cancelled and the firm debarred.

(v) Conditions for Appropriation and Forfeiture

OCPL reserves the absolute right to forfeit, cash, or appropriate the Performance Security, either in full or in part, under any of the following project-specific defaults:

1. Failure of the Agency to execute the assignment or maintain an active, valid **NABET accreditation** for Sector 38 (Category 8a/8b).
2. Mid-way abandonment of the statutory clearance files for either Village Sukhabandha or Village Hemgir.
3. Breach of data confidentiality or unauthorized subletting of core reporting lines.
4. To recover extra costs, administrative fees, or re-tendering inflation incurred by the Owner under the **Risk and Cost Clause (Clause 16.12)**.

16.11 Termination Clause

(1) Termination for Default:

In case of non-performance, under-performance, delay in statutory submissions, loss of valid NABET accreditation, or breach of any terms and conditions of this contract by the Agency, the Owner shall have the right to issue a 7 (seven) days' written notice to cure such breach or poor performance. If the Agency fails to comply with the notice within the stipulated 7 days, the Owner shall issue a formal termination letter to terminate the contract.

Upon issuance of the formal termination letter, the following closeout steps shall be strictly followed:

- (i) **Immediate Cessation:** The Agency shall immediately stop all further work on environmental studies, data collection, and report preparation.
- (ii) **Deliverable Status Assessment:** An evaluation of the milestones successfully achieved and reports drafted up to the date of termination shall be conducted by the Engineer-in-Charge (EIC) and the Agency within 15 days. If the Agency or their authorized representative fails to attend this scheduled assessment, the progress recorded unilaterally by the OIC shall be deemed final, conclusive, and legally binding for processing any pending dues.

(iii) Intellectual Property & Data Handover: The Agency shall hand over all collected primary/secondary baseline environmental data, draft EIA/EMP reports, maps, laboratory testing results, and correspondence with statutory bodies (MoEF&CC/SPCB) to the OIC in editable digital formats and hard copies.

(i) Final Invoicing Submission: The Agency shall submit their final invoice based only on the officially approved and accepted milestones for the review and approval of the EIC, subject to the withholding provisions of **Clause 16.12**.

(ii) Work Reassignment: The Owner shall have the right to assign the balance scope of Appointment of Agency (securing final EC/CTE) to the L2 Bidder or any other alternative NABET-accredited agency at the sole risk and cost of the Agency, pursuant to **Clause No. 16.12 (Risk and Cost)** of this RFP.

(2) Termination for Convenience:

The Owner reserves the absolute right to terminate this Contract, at any time, for its own convenience and without assigning any cause, by serving a 7 (seven) days' written notice to the Agency. Upon the effective date of such termination, the following financial settlement rules shall apply:

1. **Work Assessment:** The Agency shall immediately stop all progress on the assignment. A physical assessment and verification of the deliverables and baseline data generated up to the termination date shall be conducted within 15 days by the Engineer-in-Charge (EIC) and the Agency. If the Agency or their authorized representative fails to attend the scheduled assessment, the assessment recorded unilaterally by the OIC shall be deemed final and legally binding.
2. **Approved Payments:** The Owner shall release payments only for the value of the completed and accepted milestone deliverables as assessed and approved by the OIC, based strictly on the agreed pro-rata contract milestone rates.
3. **Exclusions:** The Agency shall not be entitled to receive any compensation, anticipated profits, unearned overheads, or damages for the unexecuted portions of the Appointment of Agency or the remaining duration of the Contract.

16.12 Risk and Cost

1. Execution via Alternative Agency:

In the event of contract termination due to default by the Agency Pursuant to **Clause No. 16.11 (1)**, the Owner shall exercise its right to execute the balance scope of Appointment of Agency (including preparation of EIA/EMP reports, and obtaining pending EC/CTE approvals) through the L2 Bidder or any other NABET-accredited agency selected at the Owner's sole discretion.

2. Determination of Quoted Rates:

(i) L2 Bidder Engagement: If the remaining scope of work is offered to the L2 Bidder, it shall be executed at the L2 Bidder's original quoted price as submitted in their financial tender response.

(ii) Other Alternative Agency: If the L2 Bidder refuses or fails to accept the assignment, the contract rate for the new NABET-accredited agency shall be determined by a fresh selection process established by the Owner.

3. Agency Risk and Cost Indemnity:

All such balance milestone tasks and necessary re-submission works shall be performed at the sole risk, cost, and responsibility of the original Agency (L1 Bidder). The Agency shall indemnify and hold the Owner harmless against any loss, damage, or inflation in Service Charges resulting from their technical default, lack of active NABET accreditation, or project abandonment.

4. Financial Settlement and Recovery of Additional Costs:

1. **Definition:** *Additional Cost* refers to the net expense exceeding the original contract price of Rs. 22 Lakhs awarded to the L1 Bidder.
2. **Withholding Payments:** The Owner shall withhold all pending milestone payments (e.g., against submission of draft EIA, CTE application, etc.) until the balance statutory approvals (EC and CTE) are completely obtained by the alternative agency and the final risk and cost liability is calculated.
3. **Primary Recovery:** Excess costs for completing the balance Scope of Work or re-drafting technical studies shall be deducted from the Agency's Performance Security.
4. **Secondary Recovery:** Remaining financial balances shall be recovered from any other pending dues or the processed milestone bills owed to the Agency across any other contract with the Owner.
5. **Legal Recourse:** If total recovery costs exceed the Performance Security and pending milestone dues, the shortfall shall be recovered from the Agency in accordance with applicable laws.

5. Limitations of Liability and Scope:

- (i) **Limitation of Scope:** The right of the Owner to assign balance scope of work to a third party at the risk and cost of the Agency shall be strictly restricted to the total statutory scope (EC and CTE for the R&R Colony expansion at Sukhabandha and Hemgir) and technical specifications originally defined under this RFP.
- (ii) **Consequential Financial Liabilities:** The total financial liability of the Agency under a Risk and Cost execution shall include:
 1. The net positive difference between the third-party work execution cost and the original contract price.
 2. Any administrative, re-tendering, or statutory processing expenses incurred by the Owner to on board the alternative NABET-accredited agency. This cost will be decided by Owner and shall be final. Details Break-up shall be furnished to Bidder.
 3. Compensation for any project delays resulting in statutory penalties, subject to the overall ceiling limits defined under the Liquidated Damages **Clause 16.13** of this RFP.

16.13 Liquidated Damages (LD) for Delay:

(i) Core Timeline Obligation

Time is the essence of this contract [The total time allowed to secure all final statutory clearances is exactly **180 days** from the Date of Commencement, as mapped out across the phase-wise timelines in **Clause 16.2**. The Agency must ensure that all deliverables, portal uploads, presentations, and statutory approvals are completed within these explicit limits.

(ii) Rate of Liquidated Damages Deduction

If the Agency fails to complete the milestones or secure the regulatory approvals within the stipulated timeline frame, and the delay is determined by the EIC to be due to default, negligence, or poor technical performance by the Agency, Liquidated Damages (LD) shall be levied as follows:

1. **Deduction Rate: 1% (one percent) of the value of that specific delayed Phase/Stage** for every week of delay or part thereof.
2. **Calculation Basis:** The penalty will be calculated dynamically based on the specific milestone values listed in **Clause 17.1**

(iii) Maximum Ceiling Limit

The maximum cumulative amount of Liquidated Damages recoverable for any individual milestone phase shall be strictly capped at **10% (ten percent) of the value of that respective Phase/Stage**.

(iv) Methodology for Financial Recovery

1. **Invoice Offsets:** The calculated LD amount shall be directly deducted and adjusted from the progressive milestone tax invoice submitted by the Agency for that specific delayed phase before releasing the final 30-day payment.
2. **Linkage to the Hindrance Register:** If a delay is caused by slow processing at SEIAA, MoEF&CC, or OSPCB (provided the Agency has submitted error-free applications and replied to queries within 7 days), the clock will be paused using the **Hindrance Register (Clause 16.4)**. LD shall not be applied to periods formally covered by a time extension approved by the **OCPL**.

(v) Termination Trigger & Contract Interfacing:

The accumulation of the maximum 10% LD cap on any running milestone phase, or continuous negligent delays, shall be treated as a material breach of contract. In such an event, the Owner reserves the right to:

1. Immediately stop the assignment and issue a **Termination for Default under Clause 16.11(1)**.
2. Exercise its right to on-board an alternative NABET-accredited firm or the L2 bidder to execute the balance statutory clearance scope at the sole **Risk and Cost of the default Agency under Clause 16.12**.

16.14 Conflict of Interest:

(i) Definition and Restriction

The Agency shall provide professional, objective, and impartial advice, holding the Owner's interest's paramount at all times. The Agency, along with their employees and associated NABL laboratories, shall be strictly disqualified from bidding for this assignment if they have a conflict of interest.

(ii) Specific Project Restrictions

1. The Agency shall not be hired for any assignment that, by its nature, may conflict with their obligations under this Contract.
2. The Agency shall not deploy any expert or Functional Area Expert (FAE) who is currently working, or has worked in the last twelve (12) months, for the regulatory bodies evaluating this project (e.g., SEIAA/SEAC Odisha or OSPCB), to avoid any allegations of institutional bias or unfair practices.
3. Any breach of this clause shall result in the immediate invocation of **Termination for Default [Clause 16.11(1)]** and the forfeiture of the Performance Security.

16.15 Responsibility for Accuracy of Data and Reports:

(i) Absolute Technical Liability

The Agency shall be fully and solely responsible for the accuracy, scientific integrity, and technical validity of all primary baseline data, maps, socio-economic profiles, and impact predictions compiled within the EIA/EMP reports for the Sukhabandha and Hemgir R&R colony expansion.

(ii) Rectification of Queries Post-Contract Validity

If, during the appraisal process by SEAC/SEIAA or OSPCB, any application or report is returned due to data fabrications, data plagiarisms (copying from other unrelated EIA reports), or clerical mismatches:

1. The Agency shall rectify and re-submit the corrected data/reports entirely at their own cost.
2. This obligation to clear technical queries raised by the government authorities shall survive for a period of **twelve (12) months** beyond the formal 180-day completion of the contract, without any additional financial claim against OCPL.

16.16 Compliance with Local Laws:

Statutory and Local Compliance

The Agency shall ensure that all field investigations, socio-economic door-to-door surveys, and baseline monitoring inside the villages of Sukhabandha and Hemgir strictly comply with local laws, village panchayat regulations, and labour laws.

16.17 Integrity Pact and Anti-Bribery Commitment:

(i) Commitment to Clean Procurement:

The Agency shall observe the highest standards of ethics during the execution of this contract. The Agency, its staff, or agents shall not engage in any corrupt, fraudulent, collusive, coercive, or obstructive practices to expedite the processing of files at SEIAA or OSPCB.

(ii) Consequence of Violation:

If it is found that the Agency has engaged in unethical or corrupt practices to secure approvals, or has misrepresented facts to the government portals:

1. The contract shall be summarily terminated at the Agency's **Risk and Cost (Clause 16.12)**.
2. The Agency shall be officially **blacklisted/debarred** from participating in any future tenders issued by OCPL for a minimum period of three (3) years.

16.18 Force Majeure:

(i) Definition and Scope

Any delays in or failure of performance by the Owner or the Agency, other than the payment of money, shall not constitute a default hereunder or give rise to any claim for damages, if and to the extent such delays or failures of performance are caused by occurrences entirely beyond the reasonable control of the affected party. For this work, such occurrences shall include, but are not limited to:

1. Acts of God, natural disasters, severe floods, fires, earthquakes, or epidemics.
2. Acts of war, terrorism, rebellion, sabotage, civil unrest, riots, or major strikes.
3. Expropriation or confiscation of facilities by state authorities.
4. Compliance with any new, unexpected statutory orders, restrictions, or emergency decrees issued by governmental authorities.
5. **Unreasonable delay or non-receipt of any applicable prior statutory/regulatory approval** from statutory or government bodies (such as SEIAA, MoEF&CC, or OSPCB), provided the Agency has uploaded flawless applications, submitted error-free technical responses, and logged the bottleneck within the **Hindrance Register (Clause 16.4)** in a timely manner.

(ii) Mandatory Notice Period

Neither party can claim the protection of Force Majeure unless it provides a formal **written notice within seven (7) days** of the occurrence of such an event to the other party. The notice must contain verified documentary evidence of the event and a clear assessment of its impact on the **180-day milestone schedule**.

(iii) Mitigation of Delay

Upon the invocation of this clause, the contract clock shall be frozen via the Hindrance Register. Both parties shall take all reasonable steps to minimize delays and resume the Appointment of Agency

(such as desk-based EIA report compilation or online portal follow-ups) as soon as the Force Majeure condition ceases to exist.

(iv) Mutual Closure of Contract:

In the event that the Force Majeure condition continues uninterrupted **beyond thirty (30) days**, the project timeline shall be deemed unviable. Under such circumstances, the Owner and the Agency shall **mutually close the contract without any financial liability, penalty, or structural damage claims on either side.**

(v) Financial Settlement Upon Closure

In case of mutual closure due to an extended Force Majeure event, the financial settlement shall be governed strictly by the pro-rata valuation rules outlined under **Termination for Convenience [Clause 16.11(2)]**. The Agency shall be paid only for the specific milestone phases successfully completed, accepted, and certified by the EIC up to the date of the Force Majeure invocation.

16.19 Notices and Official Communications:

(i) Form and Delivery Mode

All formal notices, approvals, demands, or official communications pertaining to this bidding process shall be in writing. A notice shall be deemed sufficiently and legally served when delivered through any of the following modes:

1. Sent by Speed Post.
2. Delivered by hand against a signed and stamped acknowledgment.
3. Sent via official electronic mail (email), provided it is followed by a system-generated delivery confirmation and hardcopy submission within three (3) working days.

(ii) Designated Officer and Communication Address:

All communications must be addressed to the following officer of Owner:

Senior Manager (Commercial & Contracts)

Odisha Coal and Power Limited
Site Office: Samanwaya Bhawan, Manoharpur Coal Mine
Vill-Sarbahal, Hemgir, Dist-Sundargarh, Pin-770013, Odisha
Email: contracts@ocpl.org.in
Contact No. 7608008703

against the Bank provided that such claims taken together shall not exceed the Guaranteed Amount.

Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that the Owner receives the full amount due hereunder as if no such withholding had occurred.

3. This Guarantee shall be a continuing guarantee during its currency and shall remain in force and effect until the earlier of:
 - a) Payment by the Bank of the Guaranteed Amount in full to the Owner;
 - b) Owner notifying the Bank in writing that the Owner has no further entitlement under this Guarantee; and
 - c) [please insert date], with an additional claim period of 90 days.

upon which the obligations of the Bank under this Guarantee shall stand discharged.

4. The obligations of the Bank herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Contract or the insolvency, bankruptcy, reorganization, dissolution or liquidation of the Service Provider or any change in ownership of the Service Provider or any purported assignment by the Service Provider or any other circumstance whatsoever which might otherwise constitute a discharge or defence of a guarantor or a surety.

Further, this Guarantee is in no way conditional upon any requirement that the Owner first attempts to procure the Guaranteed Amount from the Service Provider or any other person, or resort to any other means of obtaining payment of the Guaranteed Amount.

5. The Bank hereby agrees that its liability under this Guarantee shall not be discharged by virtue of any agreement between the Service Provider and the Owner, whether with or without the Bank's knowledge, or by reason of the Owner showing any indulgence or forbearance to the Service Provider.
6. The Bank's obligations under this Guarantee for the Guaranteed Amount is primary, independent and absolute and not by way of surety only.
7. The obligations of the Bank under this Advance Payment Security / Performance Security / Warranty Security shall not be affected by any act, omission, matter or thing which, but for this provision, would prejudice or diminish the Guaranteed Amount in whole or in part, including (whether or not known to it, or the Owner):
 - (a) any time or waiver granted to, or composition with, the Service Provider or any other person;
 - (b) any incapacity or lack of powers, authority or legal personality of or dissolutions or change in the status of the Service Provider or any other person;
 - (c) any variation of the Contract so that references to the Contract in this Guarantee shall include each variation;

- (d) any unenforceability, illegality or invalidity of any obligation of any person under the Contract or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any person under any other document or guarantee, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there was no unenforceability, illegality or invalidity;
 - (e) any extension, waiver, or amendment whatsoever which may release a guarantor or the Bank (other than performance or indefeasible payment of a Guaranteed Amount); or
 - (f) any part performance of the Contract by the Service Provider or by any failure by the Owner to timely pay or perform any of its obligations under the Contract.
8. So long as any sum remains owing by the Service Provider to the Owner, the Bank shall not exercise any right of subrogation or any other rights of a guarantor or enforce any guarantee or other right or claim against the Service Provider (whether in respect of its liability under this Guarantee or otherwise) or claim in the insolvency or liquidation of the Service Provider or any such other person in competition with the Owner. If the Bank receives any payment or benefit in breach of this Clause 9, it shall hold the same in trust for the Owner.
9. The Bank represents, warrants and undertakes to the Owner that:
- (a) it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action(s) to authorize the execution, delivery and performance by it of this Guarantee;
 - (b) the Bank has duly executed and delivered this Performance Security, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;
 - (c) neither the execution, delivery or performance by the Bank of this Guarantee, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any law, statute, rule or regulations or any order, writ, injunction or decree of any court or governmental instrumentality; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bank is a party or by which it or any of its property or assets is bound; or (iii) violate any provision of the Bank's constituent documents;
 - (d) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the date hereof), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee; and
 - (e) this Guarantee will be enforceable when presented for payment to the branch office of the Bank in Bhubaneswar.
10. This Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of the Owner in exercising any right, power or privilege hereunder and no course of dealing between the Owner and the Bank, or the Service Provider, shall operate as a waiver thereof, nor shall

any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Bank shall enter into good faith negotiations with the Owner to replace the invalid, illegal or unenforceable provision.
12. The Bank hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Performance Security.
13. This Guarantee may be executed in one or more duplicate counterparts, and when executed and delivered by the Bank and the Owner shall constitute a single binding agreement.
14. Any demand, notice, request or other communication to be given or made under this Guarantee shall be deemed to have been duly given or served:
 - (a) Upon the Owner, at [please insert address] marked for the attention of [please insert name];
 - (b) Upon the Bank, at [insert], India.
15. This Guarantee shall be governed by, and construed in accordance with, the laws of India. The Bank irrevocably agrees that any legal action, suit or proceeding arising out of or relating to this Guarantee may be brought in the courts in Bhubaneshwar.
16. The Owner may assign or transfer all or any part of its interest herein to any other person with prior notification to the Bank. The Bank may not assign or transfer any of its rights or obligations under this Guarantee.

IN WITNESS WHEREOF the Bank has set its hands hereunto on the day, month and year first hereinabove written.

Signed and delivered by [insert name of Bank] Bank by hand

ANNEXURE-D: PERFORMANCE SECURITY (Insurance Surety Bond)

**FORM OF PERFORMANCE SECURITY
(Insurance Surety Bond for Performance Security)**
(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.

Date.....

To,
[Employer's Name & Address]

Dear Sirs,

In consideration of the [Employer's Name] (Hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... [Agency's Name] with its Registered /Head Office at (Hereinafter referred to as the 'Agency', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Notification of Award No. dated..... and the same having been unequivocally accepted by the Agency, resulting into a Contract bearing No..... dated, valued at for and the Agency having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(*)%(..... percent) of the said value of the Contract to the Employer.

We[Name & Address of the Insurer]having its Head Office at(hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all amount payable by the Agency to the extent of(*) as aforesaid at any time up to(@) [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Agency. Any such demand made by the Employer on the Insurer shall be conclusive and binding notwithstanding any difference between the Employer and the Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Agency for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, The Employer shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have

against the Agency, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Agency or any other course or remedy or security available to the Employer. The Insurer shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Employer at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the Agency and notwithstanding any security or other guarantee that the Employer may have in relation to the Agency's liabilities.

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to(*) and it shall remain in force upto and including(@) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s[Agency's Name] on whose behalf this Insurance Surety Bond has been given.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

.....
(Signature)

.....
(Name)

.....
(Official Address) (Designation with Insurer Stamp)

Authorised Vide Power of

Attorney No.....

Date.....

Notes:

1. (*) The amount shall be as specified in the RFP.
(@) This date will be ninety (90) days beyond the Defect liability period as specified in the Contract.
2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
3. The Employer shall be the Creditor, the Agency shall be the Principal debtor and the Insurance company/ Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in RFP.

ANNEXURE-E: FORMAT PROJECT HINDRANCE REGISTER

1. **Name of Work / Project:** [Insert Detailed Title of Work / Service]
2. **Contract Agreement / LOA No & Date:** [Insert LOA Reference and Date]
3. **Name of the Executing Agency / Contractor:** [Insert Contractor Name]
4. **Scheduled Contract Commencement Date:** [DD/MM/YYYY]
5. **Scheduled Original Completion Date:** [DD/MM/YYYY]

NOTE: This is a sample format. Agency and EIC will finalise “Hindrance Register” for any change is required before commencement of work.

Part A: The Ledger Sheet Layout (Wide-Horizontal Table)

Sl. No.	Hindrance Category Code	Detailed Description of Hindrance / Obstruction	Date of Start / Occurrence	Date of Removal / Clearance	Gross Delay Period (In Days)	Overlapping Delay Period (If Any)	Net Delay Impact (In Days)	Ref. No. of Official Notice / Site Book Entry	Signature of Contractor's Authorized Rep	Signature of Owner's Engineer-in-Charge (EIC)	Final Status (Open / Closed)	Remarks / Remarks on Mitigation Actions Taken
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
1	[A]	<i>Delay in handing over front for Block-2 R&R expansion due to pending land clearing.</i>	10/06/2026	25/06/2026	15	0	15	<i>Letter Ref: OCPL/CONT/025 dtd 10/06/2026</i>			Closed	<i>Front cleared on 25/06/2026. Labour shifted to Block-1 in interim.</i>
2	[C]	<i>Heavy unseasonal downpour causing waterlogging at the site, halting excavation.</i>	20/06/2026	28/06/2026	8	5	3	<i>Site Order Book Page 14, Entry No 3</i>			Closed	<i>5 days overlapped with Sl. No. 1 delay. Dewatering pumps deployed.</i>

Part B: Column Explanations & Operational Guide

1. **Column 1 (Sl. No.):** Sequential tracking number for individual delay events.
2. **Column 2 (Hindrance Category Code):** Grouping entries using specific administrative codes to make final reporting scannable:
 - a) **[A]Owner-Side Delays:** Front/site handover lags, delayed layout or engineering drawing approvals, or hold-ups in stage clearances.
 - b) **[B] Regulatory / Right of Way (RoW):** Delayed statutory permits from bodies like the Forest Dept, SPCB, SEIAA, or local community/land acquisition holdups.
 - c) **[C] Force Majeure / Weather:** Natural disasters, cyclones, floods, extreme local weather, or government-mandated lockdowns.
 - d) **[D] Contractor-Side Technical Challenges:** Unanticipated site conditions, hard rock encounters, or deep dewatering constraints.
3. **Column 3 (Detailed Description):** Fact-based description of the bottleneck, clearly pinpointing *what* was obstructed and *why*.
4. **Column 4 & 5 (Dates):** The precise calendar dates when the obstruction became an operational block and when it was completely resolved.
5. **Column 6 (Gross Delay):** The mathematical distance in days between Column 5 and Column 4 (Col 5 - Col 4).
6. **Column 7 (Overlapping Delay):** Days where this hindrance ran concurrently with an already existing, active delay (as shown in the Sl. No. 2 template row).
7. **Column 8 (Net Delay Impact):** Calculated precisely using the procurement formula:

$$\text{Net Delay} = \text{Gross Delay} - \text{Overlapping Delay}$$

(Only the summation of days in Column 8 will be legally counted for shifting milestones or evaluating an Extension of Time (EOT)).

8. **Column 9 (Official Reference):** The identifier of the formal written warning notice or portal communication that locks down the existence of the hindrance.
9. **Column 10 & 11 (Signatures):** Both site representatives must sign at both the initiation stage and the closure stage of the entry. If left unsigned, the line item is invalid during final project audits.

Part C: Standard Verification Script for EOT Proposals

(To be compiled by the Engineer-in-Charge at the foot of the register page during interim or final project wrap-up phases)

OFFICIAL CLOSURE & VERIFICATION DEED

We hereby certify that the hindrances logged from Sl. No. _____ to Sl. No. _____ in this register have been thoroughly cross-examined against the verified site logbooks, meteorological records, and official correspondence files. A total net non-overlapping delay of _____ days is found to be technically justified and attributable to **Category Code(s):** _____. It is recommended to grant an operational Extension of Time (EOT) up to [DD/MM/YYYY] without / with the imposition of liquidated damages as per the provisions of the contract agreement.

Signature of Contractor's Signatory: _____

Signature of Owner's Engineer-in-Charge: _____

Date of Joint Verification: [DD/MM/YYYY]: _____

SECTION E: SCOPE OF WORK

17 SCOPE OF WORK:

The Agency shall provide complete end-to-end professional, technical, and statutory liaison services for securing the **Environmental Clearance (EC)** and **Consent to Establish (CTE)** for the expansion of the existing Rehabilitation & Resettlement (R&R) Colonies at two distinct locations: **Village Sukhabandha** and **Village Hemgir** under Hemgir Block, Sundargarh District, Odisha.

The comprehensive scope is divided into three functional areas:

17.1 ENVIRONMENTAL CLEARANCE (EC) SERVICES:

(i) Application Compilation: Preparation and submission (both online via the Parivesh portal and offline hard copies) of **FORM I & IA, Conceptual Plan**, and a site-specific Environmental Impact Assessment (EIA) **Environmental Management Plan (EMP) report as per Terms of Reference (ToR) or as per applicable norms / requirement of MoEF&CC/SEIAA/SEAC**. All document structures, architectural drawings, and environmental layouts must comply with the EIA Notification 2006 (and its latest amendments) for **Category 8(a) / 8(b)** projects.

(ii) Baseline Environmental Monitoring: Conduct primary, field-level baseline environmental monitoring for a **minimum duration of one (1) month** across a minimum of **four (4) strategically selected locations** within a **5 km radius** (Core and Buffer zones) of both the Sukhabandha and Hemgir project sites or as per the requirement of MoEF&CC/SEIAA/SEAC. Monitoring and laboratory analysis must strictly cover:

- **Ambient Air Quality: PM₁₀, PM_{2.5}, SO₂, NO_x and CO**
- **Water Quality Assessment:** Surface water and groundwater sampling matching IS:10500 standards.
- **Noise Level Tracking:** Day and night ambient noise monitoring.
- **Soil Analysis:** Physio-chemical properties, nutrient profiling, and soil texture evaluation.
- **Meteorological Data Collection:** Wind speed, wind direction, relative humidity, and temperature.
- Monitoring of any other environmental parameter as required by MoEF&CC/SEIAA/SEAC
- *Note: All field data collection and testing must be performed via a valid MoEF&CC/CPCB/OPSCB notified and NABL-accredited laboratory as per **Clause 16.6** and shall be acceptable to appraisal committee for grant of EC.*

(iii) Desktop Technical Studies: Technical compilation of micro-meteorological data, land-use/land-cover mapping using GIS remote sensing, and evaluation of ecological and socio-economic baseline parameters of the project-affected villages.

(iv) Presentation and Technical Defense:

Preparation of high-quality presentation materials and active technical defense before the **State Expert Appraisal Committee (SEAC)** and the **State Environmental Impact Assessment Authority (SEIAA), Odisha or MoEF&CC**. The Agency's accredited **EIA Coordinator** must physically attend all appraisal meetings. The Agency shall take the printouts of presentation for the committee members, if required during the presentation. Further, the submission of EC application & other documents (hard copy / soft copy) to each member of committee will be carried out before the presentation for their review as per the guidelines / norms of MoEF&CC/SEIAA/SEAC.

(v) Query Resolution: Draft, compile, and submit prompt, scientifically sound compliance replies to any observation, data gap, or Additional Information Request (ADS) raised by SEAC/SEIAA/MoEF&CC within seven (7) days of issuance.

(vi) Site Visit Facilitation: Manage, facilitate, and technically assist during any official site inspection visits undertaken by the members of SEIAA/SEAC/MoEF&CC to the Sukhabandha and Hemgir colony locations, resolving any on-field technical objections raised by the committee.

(vii) Mandatory Accreditation Maintenance: The Agency must maintain a valid, active **NABET accreditation** under the Quality Council of India (QCI) for **Section 38 (Building and Construction projects)** during the entire 180-day contract duration.

17.2 CONSENT TO ESTABLISH (CTE) SERVICES

(i) Online Portal Filing: Preparation, compilation, and online filing of the formal CTE applications for both projects on the **Odisha State Pollution Control Board (OSPCB)** online portal (Consent Management and Information System).

(ii) Technical Committee Liaison: Preparation of technical briefs and making expert presentations before the **Technical Committee/Consent Committee of OSPCB** at the Head Office in Bhubaneswar to justify the wastewater treatment layout (STP models), solid waste management plans, and greenbelt development allocation for the R&R colonies.

(iii) Regional Office Coordination: Coordinate with the **OSPCB Regional Office** (Jharsuguda jurisdiction) to organize, facilitate, and successfully clear the physical site inspection.

(iv) Inspection Compliance: Formulate and file verified compliance responses to any observation or technical query raised by the Regional Officer or the OSPCB Technical Committee until the formal **CTE order** is issued.

17.3 CONTRACTUAL DELIVERABLES

The Agency shall submit progressive stage-wise drafts and final approved sets of all statutory reports to the Project Proponent (OCPL). The mandatory handover package for **each of the two project locations** shall include:

(i) Quantity and Format Specifications

Draft Submissions: One (1) soft copy in editable MS Word format via email/USB for internal review and correction by the Officer-in-Charge (OIC) prior to upload on government portals.

(ii) Final Approved Submissions (Post-Approval Closeout):

1. **Hard Copies: Two (2) sets** of high-quality, hardbound, colour-printed copies of the final EIA/EMP reports, Form 1/1A submissions, and Conceptual Plans, complete with all engineering drawings and baseline laboratory test certificates.
2. **Digital Copies: One (1) high-capacity USB Drive** containing the entire project archive. This must include **editable source formats** (MS Word.doc, AutoCAD.dwg, GIS Shapefiles.shp) and **un-editable formats** (compiled, bookmarked, high-resolution PDFs) as mandated by **Proprietary Rights Clause 16.9(C)**

18 BILL OF QUANTITY:

Title of Work: Appointment of Agency for obtaining of EC, and CTE for Expansion of existing R&R Colony located at Village Sukhabandha and Hemgir.

Sl. No	Description of Work	Unit	Quantity
1	Obtaining EC and CTE for the Expansion of the Existing R&R Colony:		
1.1	Site investigation, collection of required baseline environmental data; preparation & submission of online & offline EC Application (Form 1, 1A, Conceptual Plan/PFR, EIA-EMP reports); technical presentation before SEAC / SEIAA Odisha; tracking progress and obtaining final Environmental Clearance (EC) from SEIAA/MoEF&CC. Submission of online & offline applications for obtaining Consent to Establish (CTE) to the Odisha State Pollution Control Board (OSPCB); tracking progress and obtaining final CTE clearances for the Construction/Expansion of the R&R Colony at Village Sukhabandha.	Lump Sum (LS)	1
1.2	Site investigation, collection of required baseline environmental data; preparation & submission of online & offline EC Application (Form 1, 1A, Conceptual Plan/PFR, EIA-EMP reports); technical presentation before SEAC / SEIAA Odisha; tracking progress and obtaining final Environmental Clearance (EC) from SEIAA/MoEF&CC. Submission of online & offline applications for obtaining Consent to Establish (CTE) to the Odisha State Pollution Control Board (OSPCB); tracking progress and obtaining final CTE clearances for the Construction/Expansion of the R&R Colony at Village Hemgir.	Lump Sum (LS)	1