



**REQUEST FOR PROPOSAL (RFP)**

**FOR  
FOR APPOINTMENT OF CONSULTANT**

**FOR**

**“PREPARATION OF DETAILED PROJECT REPORT (DPR) AND TENDER DOCUMENTS FOR  
SELECTION OF AN AGENCY FOR CONSTRUCTION OF 5 MTPA COAL WASHERY AT  
MANOHARPUR COAL MINES”.**

**THROUGH COMPETITIVE BIDDING**

**NIT No: OCPL/SER- 236/2026**

**Date: 19/06/2026**



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

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

## LETTER OF INVITATION

Date: 19/06/2026

To

Dear Madam/ Sir,

ODISHA COAL AND POWER LIMITED. (hereinafter called "Owner") seeks to appoint a Consultancy company/agency/firm (hereinafter referred as "Consultant") for "**Preparation of Detailed Project Report (DPR) and Tender Documents for Selection of an Agency for Construction of 5 MTPA Coal Washery at Manoharpur Coal Mines**". (Hereinafter called "Service") under this proposed Contract for which this Request for Proposal ("RFP") is issued.

Bidder's may download the complete RFP Document from **19/06/2026** onwards from Tender Odisha Portal (Odisha Govt. e-Procurement System) i.e., [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) or may refer our website i.e. [www.ocpl.org.in](http://www.ocpl.org.in) till 5.00 PM on **09/07/2026**. Tender cost of Rs. 1,000 (Rupees One Thousand Only) inclusive of GST @ 18% is to be paid through Tender Odisha Portal (Odisha Govt. e-Procurement System) i.e., [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) in the manner prescribed in Tender Odisha Portal.

Yours sincerely,

Chief Operating Officer  
Odisha Coal and Power Ltd.,  
Zone-A, Fourth Floor, Fortune Towers,  
Chandrasekharpur-751023,  
Bhubaneswar, Odisha,  
Tel - 0674 - 2300964,  
Email: [contracts@ocpl.org.in](mailto:contracts@ocpl.org.in)

# **INSTRUCTIONS TO BIDDERS**

## **DISCLAIMER.**

The information contained in this Request for Proposal ("RFP") or provided subsequently to the Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Owner or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an Contract and is neither an offer nor invitation by the Owner to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bid pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Owner in relation to the Project. Such assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of satisfactory requirements and should not be regarded as a complete or authoritative statement of law. The Owner accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Owner, its employees and advisors make no representations or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including 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 RFP.

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

The Owner may, in its absolute discretion but without being under an obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

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## 1. **BACKGROUND:**

Odisha Coal and Power Limited (OCPL) is a Govt. of Odisha company incorporated under the Companies Act 2013, India. It is a joint venture company of Odisha Power Generation Corporation Limited (OPGC) and Govt. of Odisha. This joint venture company was created with an objective to develop and operate coalmine and cater the fuel requirements of OPGC.

OCPL has been allocated with Manoharpur and Dip-Side of Manoharpur Coal Blocks in the Sundargarh district. Coal production started in the year 2019-20. OCPL has its Coal Handling Plant, Rapid Loading Systems, R&R Colonies and Township. At present OCPL is catering to the Fuel requirement for thermal power plants like OPGC, NTPC, NALCO, Vedanta, Balco, Hindalco & other clients in both Odisha and Outside the state.

## 2. **REQUEST FOR PROPOSAL:**

Through this Request for Proposal ("RFP"), Owner seeks Techno Commercial Bid and Price Bid ("Bid(s)") from eligible, competent, financially sound Bidders, ("Bidder(s)") through the Odisha e-Tender Portal, who meet the Qualification Requirements stated in the Instructions to Bidders for "**Preparation of Detailed Project Report (DPR) and Tender Documents for Selection of an Agency for Construction of 5 MTPA Coal Washery at Manoharpur Coal Mines**".

## 3. **PROJECT DESCRIPTION:**

### 3.1. General

The information in this section is provided for the general guidance of the Bidders.

Owner and its registered office	Odisha Coal and Power Limited, Zone-A, Fourth Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar-751023
Project	Preparation of Detailed Project Report (DPR) and Tender Documents for Selection of an Agency for Construction of 5 MTPA Coal Washery at Manoharpur Coal Mines
Project Site	Inside Manoharpur Coal Mines, At- Manoharpur, Pin-770013, Sundargarh, Odisha
Corporate Office	Fourth Floor, Fortune Towers, Chandrasekharpur-751023, Bhubaneswar, Odisha
Access to Project Site	Road – Belpahar on NH-200 is 40 km from Manoharpur Coal Mines Rail - Kanika/Hemgir Station – 25 km from Manoharpur Coal Mines Air Port – Nearest Airport is Jharsuguda

## 4. **SCOPE OF WORK:**

Scope of work for "Preparation of Detailed Project Report (DPR) and Tender Documents for Selection of an Agency for Construction of 5 MTPA Coal Washery at Manoharpur Coal Mines" is mentioned below:

- (i) Site visit, data collection, studying existing data/reports available with OCPL and in the

portal of the Ministry of Coal, or any other reliable source in the public domain for the Manoharpur & Dip side of Manoharpur Coal Block.

(ii) Conduct the Washability study from any of the organisations mentioned below:

CISIR-CIMFR, CMPDI, IIT (KGP), BHU, IISC (Bangaluru), NIT (Rkl)

(iii) Preparation of a Detailed Project Report for the setting up of a 5 MTPA Washery.

(iv) The Consultant shall assist OCPL in finalising the most appropriate Business Model and also the capability assessment methodology to be adopted for the selection of the EPC Contractor and the structure of the Bid process.

(v) Preparation of a cost model which includes CAPEX and OPEX for Construction and Operation of 5 MTPA Washery for different proposed models of washing.

(vi) Determination of IRR for different models proposed in DPR.

(vii) Consultant shall undertake the Bid Process Management and shall prepare Bidding documents in consultation / directions of OCPL covering the following aspects for approval of OCPL:

- a. Preparation of draft RFP / NIT document comprising Eligibility / Qualifications Criteria and Bid evaluation process. On approval of the Draft Bid Document by OCPL, the Consultant will assist OCPL in issuing the Notice Inviting Tender for the selection of EPC Contractor through press notification and in company website.
- b. Preparation of draft structure of Terms & Conditions of EPC Contract and assisting OCPL in finalising the same to be signed with the selected EPC Contractor.

Bidders are advised to visit the site and acquaint themselves about the scope and conditions prior to bidding.

The detail of unpriced bill of quantity (BoQ) is enclosed as Annexure-I and is available in a separate section on the Odisha e-Tender Portal.

#### 5. **BIDDING SCHEDULE:**

Issue of Tender Document	19/06/2026
Last Date of Sale/download of Tender Document	09/07/2026
Last Date of Submission of Bid	5.00 PM on 09/07/2026
Opening Date of Techno- Commercial Bid	3.30 PM on 10/07/2026
Opening Date of Price Bid (indicative)	15/07/2026
Award of contract (Indicative)	21/07/2026

#### 6. **BIDDING PROCESS:**

The Owner intends to conduct a bidding process based on Single Stage-two Part Competitive Bidding. The tender shall be floated through the Odisha e-Tender Portal (Tender Odisha – Government of Odisha e-Procurement System), accessible at [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in).

The selection of the Consultant/Agency shall be carried out in accordance with the Least Cost Selection (LCS) method.

Bidders are required to submit/upload their Techno-Commercial Bid, along with all requisite enclosures, and the Price Bid through the Tender Odisha Portal, after duly registering themselves on the portal and following the prescribed bidding process.

**(i) Techno-Commercial Bid (including Qualification)**

The Owner intends to qualify Bidders who meet the Qualification Requirements and have no/limited litigation history against Odisha state PSUs/departments of Govt. of Odisha & declare them as Qualified Bidders. The Techno-Commercial Bids of the Qualified Bidders that are responsive to the requirements of the RFP will be evaluated as per the criteria specified below. If the Techno Commercial Bid of a Qualified Bidder meets the specified requirements, then the Price Bid of such Qualified Bidder will be opened.

**(ii) Price Bid**

Price Bids will be evaluated as per the evaluation criteria specified below. The Price Bid that is responsive to the requirements of the RFP will be evaluated and will be declared as the Successful Bidder to whom the Contract will be awarded for performing the Work.

**7. QUALIFICATION REQUIREMENTS:**

The bidder shall furnish documentary proof as below for fulfilling the qualifying criteria, failing which his offer shall be summarily rejected:

**7.1. Technical Qualification Requirement for the Bidder:**

The Bidder would be required to comply with the following minimum criteria for participating in this tendering process:

- i. The bidder must be a company/firm/ agency and in consultancy services since last 7 years. JV or consortium shall not be allowed for this work.
- ii. During the preceding Seven (07) Years, till the date of Notice Inviting Tender, Bidders must have completed or substantially completed (at least 80% payments received) at least Seven (07) Consultancy Assignments.
- iii. Out of the Consultancy Assignments mentioned above, Two (02) should be similar assignments.

Definition of Similar Assignment: **Similar assignment** means Preparation of Detailed Project Report (DPR) and Tender Document for selection of an agency for construction of Coal Washery for Govt/Semi Govt. organization/PSUs or reputed private companies.

- iv. The firm must have valid GSTIN Regd Certificate & PAN.
- v. The Bidder must not have been subjected to the subsistence of debarment/ blacklisting by the Government of India or any of the State Governments within India or any of its Departments, authority or agency, on the date of proposal submission or during the selection process.

### Documents to be submitted/uploaded:

- Copy of GSTIN Regd Certificate and PAN needs to be submitted along with Techno-Commercial Bid.
- Copies of work order and completion certificate issued by the clients in support of the above qualification requirement. Only relevant work order having required order value as mentioned above along with completion certificate shall be acceptable. Submission of irrelevant order copy and unnecessary documents may disqualify.
- In case of substantially completed assignments, details of payments released to the consultant is to be submitted. The payment details must be certified by the clients.
- Legal status of the bidder: Anyone of the following documents can be accepted:
  - Registration certificate of the company.
  - Memorandum & Article of Association with certificate of incorporation containing of name of bidder.
  - Partnership deed containing name of partners.
- Affidavit in standard format confirming that the bidder is not blacklisted by Government of India or any of the State Governments within India or any of its Departments, authority or agency.

### 7.2. Financial Qualification Requirement for the Bidder:

- (i) Bidders must have an average annual turnover of minimum **Rs. 42.00 Lakhs (Rupees Forty Two Lakhs Only)**, at least **Rs. 21.00 Lakhs (Rupees Twenty One Lakhs Only)** of which should be from Consultancy Service Contracts (total payments received for contracts in progress or completed) within the last Seven (07) financial years (i.e 2025-26, 2024-25, 2023-24, 2022-23, 2021-22, 2020-21 and 2019-20). Audited Annual Report including balance sheet and profit loss statement for last 07 (Seven) Financial Year needs to be submitted. In case Audit of financial statement is not applicable, CA certified Annual Turnover along with copies of Income Income proof such as IT return needs to be produced. The income from consultancy services must be clearly mentioned in the financial statement or CA certified statement.

In case of absence audited report (including Balance Sheet and Profit Loss) for FY 2025-26 only, Bidder may submit turnover certificate certified by Chartered Account for the FY 2025-26.

- (ii) The Net Worth of the Bidder firm should not be negative as on 31<sup>st</sup> March 2026 and should not have eroded by more than 30% in the last Three (03) financial years.

Audited Financial Statements need to be submitted. In case Audit of financial statement is not applicable, CA certified Net Worth needs to be produced.

- a) N.B: The Bidder must not have been subjected to the subsistence of debarment/blacklisting by the Government of India or any of the State Governments within India or any of its Departments, authority or agency, on the date of proposal submission or during the selection process.
- b) A bidder is eligible to submit only one proposal for this project.
- c) OCPL reserves its right to verify the documents/information submitted by the bidders or inspect site / offices as referred in the documents. The Bidder shall provide necessary

assistance for this purpose.

## **8. GENERAL BIDDING GUIDELINES AND INSTRUCTION TO BIDDERS:**

### **8.1. Interpretation:**

Capitalized terms used but not defined in the RFP shall have the meanings ascribed to such terms in the Instructions to Bidders.

### **8.2. Inspection Prior to Bid:**

Bidders shall:

**8.2.1.** Become familiar with the Site and the surrounding areas, the Scope of service and other information set forth in the RFP, and

**8.2.2.** Make a complete and careful examination to determine the nature and extent of the difficulties and hazards associated with the performance of the Work and other work hereunder, including without limitation:

- Location of the Site and Facility;
- Condition of the Site and the surrounding areas;
- Proximity of the Facility to adjacent facilities and structures;
- Nature and location of local communities;
- Applicable Laws, Permits, import and clearance procedures, Taxes and real estate rights;
- Ambient conditions;
- Local weather conditions; and
- Any other matters that might affect the schedule & performance.

### **8.3. Bidders' Due Diligence Complete:**

The submission of a Bid shall be conclusive evidence that the Bidder has familiarized itself with all conditions. Further, it shall be deemed that by submitting the Bid, the Bidder has:

**8.3.1.** made a complete and careful examination of the RFP;

**8.3.2.** received all relevant information requested from the Owner;

**8.3.3.** Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Owner relating to any of the matters referred to in the Section above.

**8.3.4.** Agreed to be bound by the undertakings provided by it under and in terms hereof.

**8.3.5.** The bidder has to disclose its litigation history including the present ongoing litigations with state PSUs/ departments of Govt. of Odisha. OCPL has the right to reject the offer of the bidders having history of litigations with state PSUs/Govt. of Odisha departments.

The Owner shall not be liable for any omission, mistake or error with respect to any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the bidding process, including any error or mistake therein or in any information or data given by the Owner.

The cost of visiting the Site and collecting information for the purpose of submission of the Bid shall be to the Bidders' account.

#### **8.4. Requests for Clarifications:**

If the Bidder has any doubt as to the meaning or intent of any sections hereof or requires additional information, the Bidder may request such additional information or clarification from Owner. Owner shall be obliged to consider only written requests, either by facsimile or by email within the date mentioned in the bidding schedule, for receipt of written queries from Bidders.

Owner shall endeavor to respond to such requests but shall not be obliged to do so. In instances, where the Owner, at its discretion makes any responses, that it believes to be of significance to all Bidders, such responses will be made available to all Bidders through Odisha Tender Portal.

If the Bidder's question is proprietary in nature, Owner may make an exception and provide an answer only to the Bidder who raised the question; all attempts shall be made to provide the response in a generic format suitable to be uploaded in Odisha Tender Portal for all bidders. All questions and clarifications shall be submitted to Owner not later than the date indicated above. Clarifications sought after this date shall not be considered in any manner and shall be deemed not to have been received.

Should the accumulation of changes to the RFP necessitate an extension to the Bid Submission Date, Owner may extend such date. All changes to the RFP including any extension to the Bid Submission Date will be made formally by issuance of an amendment to the request for proposals (collectively the "Amendments"). The same will be suitably provided in the Odisha Tender Portal. Bidder shall visit Odisha Tender Portal regularly to see the such Amendment issued to the RFP. The Owner shall not intimate on individual basis except If the Bidder's question is proprietary in nature. Bidders shall acknowledge receipt of all Amendments issued to RFP when the Amendment is received, and additionally, Bidders shall confirm that all Amendments have been incorporated in the preparation of their Bid.

#### **8.5. Amendments Issued to this RFP:**

The Owner reserves the right to issue any Amendments, corrigenda, or addenda to this RFP at any time, without assigning any reason thereof. All such amendments/corrigenda shall be notified to the prospective Bidders through the Odisha e-Tender Portal (Tender Odisha – Government of Odisha e-Procurement System). Such amendments/corrigenda shall be binding on all Bidders.

Bidders are advised to regularly visit the Odisha e-Tender Portal to keep themselves updated with any amendments/corrigenda issued to the RFP. No separate individual communication shall be issued in this regard.

In case an amendment/corrigendum is issued after submission of bids, the Bidder shall be permitted to modify or re-submit its bid through the Odisha e-Tender Portal, in accordance with the provisions of the portal, within the revised bid submission deadline, if any.

At any time prior to the deadline of submission of Bids, the Owner may, for any reason, whether at its own initiatives or in response to a clarification by a prospective Bidder, modify the RFP through Amendment(s)/ corrigenda.

The Owner may, at its sole discretion, extend the Bid Submission Date of the Bids, in order to allow the prospective bidders a reasonable time in which to take the Amendment(s)/ corrigenda into account in preparing their Bids.

#### **8.6. Bid Preparation:**

The Bidder shall prepare the Bid as per conditions mentioned in this RFP along with all enclosures. Bidder shall submit a signed copy of this RFP also. Bidder has to provide evidence in support of all important information with respect to Qualification criteria and Organizational details.

#### **8.7. Bid Submission:**

The Bidder has to submit the Bid for the entire Scope of Service as specified in this RFP.

The Bid shall be submitted electronically through the Odisha e-Tender Portal (Tender Odisha – Government of Odisha e-Procurement System) only, within the prescribed Bid Submission Date and Time. Submission of bids in physical form or through any other mode shall not be accepted.

The Bidders shall take all responsibility for submitting the Bids within the prescribed Bid Submission Date. The Owner will not accept as valid reason or be responsible for any delay or failure in bid submission due to internet connectivity issues, system failure, incorrect uploading, or any other reason attributable to the Bidder.

All documents forming part of the Bid, including the Techno-Commercial Bid and the Price Bid, shall be duly signed and stamped and uploaded on the e-Tender Portal, digitally signed using a valid Class-III Digital Signature Certificate (DSC) of the authorized signatory of the Bidder.

The Bid submitted through the e-Tender Portal shall be deemed to be duly signed, authenticated, and legally binding on the Bidder. No physical copies of the Bid or any documents are required to be submitted unless specifically called for by the Owner at a later stage.

In case of any queries or requirement of clarification, the Bidder may seek clarification by submitting a written request through the Odisha e-Tender Portal within the stipulated time period specified in the RFP. No clarification requests shall be entertained through physical correspondence, telephone calls, or personal meetings.

However, for any emergency or system-related issues pertaining to the tender process, Bidders may contact the office of the Chief Operating Officer, Odisha Coal and Power Limited, Zone-A, Fourth Floor, Fortune Towers, Chandrasekharapur – 751023, Bhubaneswar, Odisha, or through email at [contracts@ocpl.org.in](mailto:contracts@ocpl.org.in), as indicated in the e-Tender Portal.

#### **8.8. Language:**

The Bid prepared by the Bidder, and all correspondence and documents relating thereto, shall be in the English language. English shall be the binding and controlling language for all matters relating to the meaning or interpretation of the RFP and Bid.

### **8.9. Corrections and Erasures:**

No erasures or over writings shall be permissible in uploaded documents. Bidders shall clearly indicate changes using strike through and rewrite any required minor changes with clear approval signified by initials of the person(s) signing the Bid. All alterations, omissions, additions, changes or any other amendments made in the Bid document to be uploaded shall be initialed by the person(s) signing the Bid. In case of any mismatch in figure and words in the bid submitted by the bidder the details in words will be considered as final.

### **8.10. Extension of Bid Submission / Bid Opening Date:**

Owner may, at its sole discretion, decide to extend the Bid Submission Date and / or Bid Opening Date. In such a case, all rights and obligations of Owner and that of Bidders previously subject to the Bid Opening Date will thereafter be subject to the new Bid Opening Date.

### **8.11. Modification and Withdrawal of Bids:**

The Bidder may modify, substitute or withdraw its Bid after submission, only through the Odisha e-Tender Portal, provided that such modification, substitution or withdrawal is completed prior to the Bid Submission Date.

No physical communication or offline request for modification, substitution, or withdrawal of the Bid shall be entertained.

No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid Submission Date and Time. Further, no Bid shall be withdrawn during the period between the Bid Submission Date and the expiry of the Bid validity period. Withdrawal of a Bid during the Bid Validity period may result in the forfeiture of the Bid Security, if applicable, in accordance with the provisions of this RFP.

### **8.12. Rejection of Bids:**

Bids will be rejected if:

- i. Any Bid submitted through the Odisha e-Tender Portal after the expiry of the prescribed Bid Submission Date and Time shall be rejected outright by the system. Bidders shall be solely responsible for timely submission of their Bids through the e-Tender Portal. The Owner shall not be responsible for any delay due to system failure, internet connectivity issues, or any other reason attributable to the Bidder.
- ii. Bid is submitted by fax, email, physical form, or any mode other than the Odisha e-Tender Portal shall not be treated as valid and shall be rejected outright.
- iii. Bids that do not contain all the information, documents, or enclosures as sought in the complete bidding documents shall be liable for rejection.
- iv. The Bidder has to submit the Bid for the entire Scope of Service as specified in the Instructions to Bidders. Bids not covering the full Scope of Services shall be liable for rejection at the discretion of the Owner.
- v. Bids not submitted in the prescribed format, or bids wherein the Price Bid is disclosed in the Techno-Commercial Bid or uploaded incorrectly, shall be rejected. Any bid with an open or visible price component at the technical stage shall be rejected outright.
- vi. Bids submitted without payment of tender cost and/or Bid Security in the prescribed form, manner, and validity, along with the Techno-Commercial Bid, shall be rejected.

- vii. Once the deviations as submitted along with the Techno Commercial Bid documents are resolved at mutually agreed terms and conditions with all the participating Bidders, no further deviations will be accepted in Price Bid and Price Bids submitted with any deviations shall be liable for rejection.
- viii. Bidder need to submit the qualification requirement documents carefully as there will not be any correspondence regarding the submitted qualification requirement documents with the bidder. OCPL reserves the right to interpret the documents submitted by the Bidder at its sole discretion, and such interpretation shall be final and binding. The Bidder shall have no right to challenge the interpretation of such documents by OCPL.
- ix. Bidders having litigation history with state PSUs/Govt. of Odisha departments in last three years will be evaluated and bids of litigant agencies will not be evaluated further. OCPL reserves the right to reject the bids of bidders having history of litigations with the state Govt. departments and agencies.
- x. Bids of bidders who have been banned/debarred/blacklisted by any Central/State Government, Public Sector Undertaking, or Government Agency in last three financial years will not be considered.

**8.13. False or Misleading Claims:**

If the Bidder conceals any material information or makes a wrong statement or submits false/wrong document or misrepresents facts or makes a misleading statement, in any manner whatsoever, in order to create circumstances for the acceptance of the Bid, the Owner may in its absolute discretion exclude or reject any Bid that in the reasonable opinion only of the Owner contains any false or misleading claims or statements. The Owner has no liability to any person for excluding or rejecting any such Bid. If it is proved that the bidder has submitted false/misleading documents, the bids of such bidder will be rejected and the EMD will be forfeited along with the firm may be considered for black listing.

**8.14. Owner's right to accept any Bid and to reject any or all Bids:**

Owner reserves the right to accept or reject any Bid or to annul the bidding process and reject all Bids at any time prior to contract award, without assigning any reasons thereof and Owner shall not entertain any claim whatsoever on this account. The Bidder shall have no claim on Owner in case his Bid is rejected or the bidding process is annulled.

**8.15. Bidding cost:**

The Bidder shall bear all costs and expenses associated with the preparation and submission of its Bid and Owner shall under no circumstances be responsible or liable for any such costs, regardless of, without limitation, the conduct or outcome of the bidding, evaluation and selection process.

**8.16. Bid clarifications:**

During the Bid evaluation, the Owner may, at its discretion, ask the Bidder for clarifications on its Bid. Based on Owner's evaluation, and at Owner's sole discretion, Bidders may be given an opportunity to clarify their Bids in all respects to achieve compliance with the Contract and Technical Specifications. Bid clarifications shall be made in writing and addressed to the Owner.

## **8.17. Bid Validity Period:**

### **8.17.1. Bid Validity:**

All Bids, not rejected for any other reason, shall remain valid for a period of 180 (One Hundred Eighty) days from the Bid Submission Date. Each Bid shall indicate that it is a firm and irrevocable offer. Non-adherence to this requirement will be a ground for declaring the Bid as non-responsive. In case of the Bidder revoking or withdrawing/canceling his Bid, varying any term in regard thereof during the validity period of the bid without the written consent of the Owner, the Bid submitted shall be liable for rejection and will entail forfeiture of the Bid Security paid/submitted along with the Bid. On completion of the validity period as above, unless the Bidder withdraws its Bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws its Bid.

### **8.17.2. Extension of Bid Validity Period:**

In exceptional circumstances, the Owner may request all the Bidders to consent to an extension of the period of validity of their respective Bids. The request and the response thereto will be made in writing. Extension of validity period by the Bidder must be unconditional. The Bid Security will also have to be accordingly extended.

## **8.18. Ownership of Bids and Responses:**

Without affecting any intellectual property rights, which may exist a Bid submitted in a response to this RFP, all Bids submitted will become the property of the Owner. Without limiting this section, the Owner reserves the right to copy and reproduce, for Owner's own internal use, responses for the purposes of evaluation, clarification, negotiation and/or contract execution and anything else related to these purposes. In addition, the Owner will retain (soft and hard) copies of all responses, evaluation, negotiation or such other materials as are required for the discharge of its legal obligations and in order to efficiently and effectively manage any contract entered into with a Bidder.

## **8.19. Details and Signature of Bidder:**

The Bid shall contain the name, residence and place of business of person (s) making the Bid and shall be signed by the Bidder with his usual signature. Bids by a company shall be signed by an authorized representative and a power of attorney/authorization on its behalf shall accompany the Bid.

## **8.20. Fraud and Corruption:**

Bidders are expected to observe the highest standard of ethics from RFP stage till execution of Contract and not to indulge in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice. In pursuit of this policy, the Owner defines, for the purposes of this provision, the terms set forth below as follows:

**"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution;

**"fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Owner and includes collusive practices among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial, non-competitive levels and to deprive the Owner of the benefits of competition;

**"Coercive practice"** means impairing or harming or threatening to impair or harm directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

**"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Owner with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; and

**"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

#### **8.21. Conflict of Interest:**

Bidders must state in its bid, any circumstances, arrangements, understandings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations under this RFP or under any contract which may be negotiated or executed with the Owner. Bidders and their employees, agents, advisers and any other person associated with the Bidder must not place themselves in a position which may, or does, give rise to a conflict of interest (or a potential conflict of interest) between the interests of the Owner or any other interests during the Bidding Process.

#### **8.22. Disqualification of Bidders:**

Any entity which has been barred by the Central, State or other Government in India, or any entity controlled by it, or in the jurisdiction of the Bidder barred from participating in any project of the nature of the Service Provide facility, and the bar subsists as of date of the issue of RFP, shall not be eligible to submit a Bid.

A Bidder, shall in the last 3 (Three) years, reckoned from the Bid Submission Date of Techno Commercial Bid, not have defaulted on any contract, as evidenced by imposition of an award by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or have been expelled from any project or contract, or have had any contract terminated for breach of such Bidder and such bidder shall not be eligible to submit a Bid.

A Bidder submitting more than one Bid, will be disqualified. A single proprietary firm/entity shall not submit multiple Bids even though the individual Bids are submitted under different names/entities. The Owner reserves the right to reject any or all Bids so submitted.

#### **8.23. Bid Ownership:**

Bid submitted by the Bidder within the Bid submission date shall become the property of the Owner and the Owner shall have no obligation to return the same to the Bidder.

#### **8.24. Confidentiality:**

Information relating to examination, evaluation and recommendation for selection of Successful Bidder will not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Owner in relation to, or matters arising out of, or concerning the bidding process. The Owner will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Owner may not divulge any

such information unless it is on a need basis and it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Owner or as may be required by law or in connection with any legal process. In the event the Owner is required to divulge any information, it will make best endeavors to maintain confidentiality of the information held by it and divulge only that information which it is required to.

## **9. BIDDING PROCEDURE:**

### **9.1. Collection of RFP Document:**

Bidder's may download the complete RFP Document from **19/06/2026** onwards from Tender Odisha Portal (Odisha Govt. e-Procurement System) i.e., [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) or may refer our website i.e. [www.ocpl.org.in](http://www.ocpl.org.in) till 5.00 PM on **09/07/2026**. Tender cost of Rs. 1,000 (Rupees One Thousand Only) inclusive of GST @ 18% is to be paid through Tender Odisha Portal (Odisha Govt. e-Procurement System) i.e., [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) in the manner prescribed in Tender Odisha Portal.

### **9.2. Bid Preparation and Submission:**

Bidder shall submit the Bid as per guidelines mentioned below.

#### **9.2.1 Techno Commercial Bid Submission:**

The Techno-Commercial Bid shall be submitted electronically through the Odisha e-Tender Portal (Tender Odisha – Government of Odisha e-Procurement System) only, within the prescribed Bid Submission Date and Time. Submission of the Techno-Commercial Bid in physical form or through any other mode shall not be accepted.

The Techno-Commercial Bid shall include all documents, declarations, and information as specified in this RFP, including duly signed copies of all Amendments/Corrigenda issued (if any) during the bidding period.

All documents forming part of the Techno-Commercial Bid shall be uploaded in the formats specified on the e-Tender Portal and shall be digitally signed using a valid Class-III Digital Signature Certificate (DSC) of the authorized signatory of the Bidder.

The Techno-Commercial Bid shall, inter alia, include the following documents:

- Covering Letter from the Bidder as per Annexure-A
- Declarations and Authorizations as required under the RFP
- Organizational Details and Qualification Documents
- Detailed Techno-Commercial Proposal in accordance with the provisions of this RFP.
- Proof of payment of Tender Paper Cost and Bid Security, in the prescribed form and manner, as specified in the RFP.

Bidders shall ensure that the Price Bid is uploaded only in the designated Price Bid section of the e-Tender Portal. Any disclosure of price information in the Techno-Commercial Bid shall render the Bid liable for rejection.

Techno-Commercial Bids not prepared, uploaded, and submitted in accordance with the provisions of this RFP and the instructions of the e-Tender Portal shall be considered non-responsive and liable for rejection.

### **9.3. Bid Security:**

#### **9.3.1. Bid Security to be submitted by the bidders:**

Bidders shall submit the Bid Security of Rs. 42,000/- (Rupees Forty Two Thousand Only) exclusively through the Odisha e-Tender Portal (Tender Odisha – Government of Odisha e-Procurement System), in the manner prescribed on the portal.

Bidders may also furnish the bid security in the form of Insurance Surety Bond/ Account Payee Demand Draft/ Fixed Deposit Receipt/ Bank Guarantee (including e-bank guarantee) from any of scheduled commercial bank or online payment in favour of Odisha Coal and Power Limited. The scanned copy of the payment slip shall be uploaded along with the techno commercial bid and the original payment slip shall be submitted physically addressed to the Chief Operating Officer, Odisha Coal and Power Limited, Zone-A, Fourth Floor, Fortune Towers, Chandrasekharpur – 751023, Bhubaneswar, Odisha on or before the scheduled bid submission date.

MSMEs shall be exempted from submission of Bid Security provided that the tendered goods are manufactured by MSMEs or tendered services are rendered by MSMEs.

If the bidder submits “**Bank Guarantee**” the format enclosed as **APPENDIX-7** shall be referred or if the bidder submits the “**Insurance Surety Bond**” the format enclosed as **APPENDIX-8** shall be referred.

No interest shall be payable by Owner on the Bid Security and the Bid Security shall be valid till 60 days beyond Bid Validity Period or any extended date.

#### **9.3.2. Consequence of Non Submittal of Bid Security:**

Techno Commercial Bid not accompanied by the requisite Bid Security or Techno Commercial Bid accompanied by Bid Security of inadequate value and validity, shall not be entertained and shall be returned to the Bidders without being opened.

#### **9.3.3. Bid Security Forfeiture**

The Bid Security furnished by the Bidder shall be forfeited:

- i. If a Bidder withdraws or modifies unilaterally its Bid during the period of Bid validity period; or
- ii. If, during evaluation of Price Bids, the Owner ascertains that there is discrepancy in the Bid price due to arithmetical error, and on communicating such error to the Bidder, the Bidder does not accept the proposed correction of errors; or
- iii. If the Bidder does not withdraw any deviations listed in deviation statement at the cost of withdrawal indicated by it; or
- iv. In the case of Successful Bidder, if such Bidder fails within the specified time limit to:
  - a. furnish the acceptance of letter of award; or
  - b. Fails to submit Contract Performance Guarantee/Security.
- v. Submits any false/misleading document along with the bid.

### **9.3.4. Return of Bid Security:**

The Bid Security of the Successful Bidder to whom the Work is awarded, will be returned after the said Bidder has submitted the Contract Performance Security of 10 (Ten) percent of the initial award value and Contract Performance Security is accepted by the Owner after due verification in accordance with the OCPL's procedure in force from time to time.

The Bid Security of all unsuccessful Bidders will be returned as early as possible after award of work.

## **10. EVALUATION CRITERIA:**

The evaluation of the Bids will be carried out by the Owner as mentioned below.

### **10.1. Techno Commercial Bid Evaluation Process:**

The Techno Commercial Bids will be evaluated based on Qualifying Requirement Evaluation, and

### **10.2. Qualifying Requirement Evaluation:**

The Bidder shall comply with all the conditions of qualifying requirements mentioned above. Noncompliance with any of these criteria will result in outright rejection of the Bidder's proposal. Price Bids of only qualified bidders will be opened at the specified date.

### **10.3. Techno Commercial Evaluation Methodology:**

The bidders shall be evaluated on the following parameters:

Item Code	Parameter	Max Marks	Cut Off Marks
<b>I</b>	<b>Technical Criteria</b>		
<b>01</b>	<p>Number of Consultancy Assignments completed or substantially completed (at least 80% payments received) during the preceding Seven (07) Years, till the date of Notice Inviting Tender</p> <p><b>Scoring:</b></p> <p>More than 10 Assignments - 30 Marks</p> <p>7 to 10 Assignments- 20 Marks</p> <p>Less than 7 Assignments- 0 Marks</p>	<b>30</b>	<b>20</b>
<b>02</b>	<p>Out of the Consultancy Assignments mentioned above, number of similar assignments completed.</p> <p>Definition of Similar Assignment: Similar assignment means Preparation of Detailed Project Report (DPR) and Tender Document for selection of an agency for construction of Coal Washery for Govt/Semi Govt. organization/PSUs or reputed private companies.</p>	<b>30</b>	<b>20</b>

	<p><b>Scoring:</b></p> <p>More than 5 similar Assignments - 30 Marks</p> <p>2 to 5 similar Assignments- 20 Marks</p> <p>Less than 2 Assignments- 0 Marks</p>		
<b>II</b>	<b>Financial Criteria</b>		
<b>03</b>	<p>Average Annual Turnover in Last 7 Financial Years</p> <p><b>Scoring :</b></p> <p>Equal to or More than Rs. 42 Lakhs- 20 Marks</p> <p>Less than Rs. 42 Lakhs - 0 Marks</p>	<b>20</b>	<b>20</b>
<b>04</b>	<p>Total Revenue from consultancy service contracts in Last 7 Financial Years</p> <p><b>Scoring :</b></p> <p>Equal to or More than Rs. 21 Lakhs- 10 Marks</p> <p>Less than Rs. 21 Lakhs - 0 Marks</p>	<b>10</b>	<b>10</b>
<b>05</b>	<p>Net Worth</p> <p><b>Scoring :</b></p> <p>Positive Net Worth with a maximum erosion of 30% in last 3 Financial years- 10 Marks</p> <p>Either positive Net Worth with an erosion of more than 30% in last 3 Financial Years or negative Net Worth - 0 Marks</p>	<b>10</b>	<b>10</b>
<b>Total (1+2+3+4+5)</b>		<b>100</b>	<b>80</b>

**NOTE:**

- The minimum marks required to be qualified for opening of price bid, is 80 marks out of 100 marks.
- The bidders are also required to meet the minimum cut off marks of each parameter. If a bidder does not meet the cut off mark of any one parameter, the bidder shall be disqualified.
- If the bidder does not meet the qualifying requirement of clause no. 7.1.(i), the bidder shall not be considered for evaluation as per clause no. 10.3

## **11. PRICE BID SUBMISSION GUIDELINES:**

The Price Bid format / Unpriced Bill of Quantity (BoQ) is provided in Annexure-I which is available in a separate section on the Odisha e-Tender Portal and shall be submitted only through the Odisha e-Tender Portal (Tender Odisha – Government of Odisha e-Procurement System).

Bidders shall submit the Price Bid electronically in the designated Price Bid/BoQ section of the e-Tender Portal. Submission of the Price Bid in physical form or through any other mode shall not be accepted.

The Owner shall evaluate only those Price Bids which are submitted in the prescribed format through the e-Tender Portal and are complete in all respects. Incomplete, conditional, or improperly uploaded Price Bids shall be liable for rejection. Price Bids that are not prepared and submitted in accordance to this RFP may be considered non-compliant and rejected.

Any disclosure of price information in the Techno-Commercial Bid or in any document other than the designated Price Bid section of the e-Tender Portal shall render the Bid liable for rejection.

The prices quoted shall remain firm and valid for the entire Bid Validity Period and, in the event of award of Contract, shall remain firm till completion of all contractual obligations.

Bidder shall furnish its price as per the Price Bid formats. Bidders shall familiarize themselves with the laws, rules and regulations prevailing in India and consider the same while developing and submitting their Price Bid.

The price once offered shall remain firm as above, and no adjustment shall be allowed for variation of costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the Contract.

### **11.1. Price in Figures and Words:**

The Bidder shall quote both in figures and in words in the Price schedule forming part of the Price Bid. In Price Bid, the price of each item shall be entered and total indicated for all items. In the event of any discrepancy between original and any copy, the original shall govern. If any ambiguities are observed in the subtotal and total given in words and figures, the following procedure shall be followed to resolve such ambiguity:

**11.1.1.** When the total price quoted by the Bidder in figures and words differ and the price indicated in words is lower than that indicated in figures, the Bid price in words shall be taken as correct Bid price.

**11.1.2.** When the total price quoted by the Bidder in figures and words tally but found incorrect based on the total amount worked out from subtotal, then subtotal quoted by the Bidder shall be taken as correct to arrive at the total.

**11.1.3.** When it is not possible to ascertain the correct Bid price by either of above methods, the price quoted in words shall be taken as correct.

**11.1.4.** If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

If the Bidder does not accept the correction of errors, its bid will be rejected.

### **11.2. Price Bid - Taxes and Duties:**

The quoted Price shall be inclusive of all taxes except GST, as indicated in price bid format enclosed at **Annexure-I**, available in a separate section on the Odisha e-Tender Portal. The quoted price shall remain firm till completion of the work. GST shall be paid extra at actual on the awarded price.

### **11.3. Price Bid Evaluation:**

Price bid evaluation will consider the following criteria:

- 11.3.1.** Price quoted in the Price Bid format.
- 11.3.2.** Any additional parameters necessary for the reasonable comparison of bids as determined by the Owner.
- 11.3.3.** The Price Bid must be complete in all respects, with rates quoted against all items/fields specified in the Price Bid format.
- 11.3.4.** Partial price bids, missing rates, blank cells, or conditional entries shall be treated as non-responsive and shall be rejected without seeking any clarification.
- 11.3.5.** If the quoted rates are found to be abnormally low, unworkable, or unrealistic, adversely affecting quality and service delivery, OCPL reserves the right to reject such bids.
- 11.3.6.** Only those Price Bids found fully compliant with the RFP conditions shall be considered for evaluation.
- 11.3.7.** The lowest evaluated responsive bid (L1) shall be determined on the basis specified in the RFP.
- 11.3.8.** OCPL reserves the right to reject any Price Bid which is not complying the above conditions, Non-responsive, Incomplete, Not in conformity with the RFP terms, or Not in the interest of quality, safety, and fair competition.

### **11.4. Successful Bidder:**

The Bidder with the lowest Price will be declared the Successful Bidder unless the Owner in its discretion determines otherwise.

The Owner shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Price Bid.

## **12. AWARD OF CONTRACT PROCEDURE:**

Price bid of techno-commercially qualified bidders will be opened only on the date specified in clause no: 5.0 above and work will be awarded to the L1 bidder (Lowest Price Quoted).

Owner reserves the right to accept or reject any or all Price Bids submitted by Shortlisted Bidders and further reserves the right not to award the Contract to the lowest evaluated Shortlisted Bidder or not at all.

At this time, the Owner intends to complete the Work. However, due to uncertainties in the industry, this RFP does not obligate Owner to award a Contract or to proceed with the Project.

### **12.1. Provision of Abnormally Low Bids/price:**

An Abnormally Low Bid (ALB) is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. The Bidder (L1) will be asked for written clarifications, including detailed price analyses of its Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid document.

If, after evaluating the price analyses determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Bid/ Proposal (L1) will be rejected and evaluate the next higher bidder (and so on), at his/ their own quoted rate (and not by counteroffering rate of ALB), for award of contract.

If the price of new L1 bidder (after rejection of original L1 bidder) is considered high, then the price justification may be called from the bidder. If the price justification is not acceptable, then either negotiations or reissue of tender for the identical or similar Services may be considered. In case cartel is suspected action may be taken as per provision of RFP.

If the subject tender is cancelled due to Abnormal Low Bids/price offered by the bidder (s), the bidder(s) offering Low price shall be barred to apply in the Fresh or retendering/reissue of the subject tender on account of cancellation.

### **12.2. Contract Performance Security:**

In the event of contract award, the Successful Bidder shall be required to submit Contract Performance Security, of an amount 10 (Ten) percent of the initial award value in the form of Insurance Surety Bond/Account Payee Demand Draft/Fixed Deposit Receipt/Bank Guarantee (including e-bank guarantee) from any of scheduled commercial bank or online payment within 21 days of issuance of LOA. Contract Performance Security shall be valid till the successful completion of the contract period with an additional claim period of 90 days. In case the contractor fails to submit the contract performance security, an equivalent amount will be withheld from the first RA bill. If the first RA bill does not suffice the performance security amount, then the balance amount shall be withheld from subsequent RA bills.

If the bidder submits “**Bank Guarantee**” the format enclosed as **ANNEXURE-B** shall be referred or if the bidder submits the “**Insurance Surety Bond**” the format enclosed as **ANNEXURE-C** shall be referred.

### **12.3. Governing Law:**

The governing law for the Contract is Indian Law.

### **12.4. Dispute Resolution:**

Any dispute resolution, arising from or in connection with the bidding process or this RFP, will be resolved by reference to the exclusive jurisdiction of the courts in Bhubaneswar or to the jurisdiction of the Hon’ble High Court of Orissa, as relevant.

### **13. OTHER CONDITIONS:**

The Owner reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability

to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Owner's action.

#### **14. CONDITION OF CONTRACT:**

##### **14.1. Commencement of Work:**

Work shall be commenced immediately after issuance of LOA.

##### **14.2. Terms of Payment:**

Payment shall be made as per the following milestones upon submission of invoice and certification from EIC:

<b>SL NO.</b>	<b>MILESTONE</b>	<b>MILESTONE %</b>
1	On completion of Washability study and submission of report	20%
2	On submission of Detailed Project Report (DPR)	30%
3	On submission of Draft Bid Document and Notice Inviting Tender for selection of EPC Contractor	30%
4	On approval of DPR and finalization of Bid Documents along with Terms & Conditions of the EPC Contract.	20%

- a) Payment shall be released on submission of the bill with supporting documents duly certified by the Engineer-in-Charge / Owner's representative within 15(fifteen) days of receipt of error free bills after deducting taxes at source as prescribed by the legislative authorities, penalty and other recoverable if any. If such payment release day falls on a holiday of the Owner, payment will be released on the next working day. Against deduction of statutory taxes, tax deduction certificates, wherever applicable, shall be issued as per the applicable provisions of the statute. The Engineer-in-Charge may recover any amount wrongly paid in excess in any previous bills certified by him.
- b) All payments shall be made directly to the account of the contractor or agency to whom the work is awarded through e-payment facilities / RTGS / NEFT / Internet Banking etc., on certification of the Engineer-in-Charge / Owner's representative and on compliance of contractual terms & conditions. To facilitate the E-payment, the Contractor shall furnish a duly filled in Bank Mandate Form.
- c) All bills/invoices must be raised in INR only taking into account the prevailing taxes & duties with reference to the Payment milestone.
- d) All interactions regarding the execution of the Contract, submission of bills and correspondence on any matter shall be done with the Engineer-in-Charge / Owner's representative.
- e) Payments shall be carried out from the office of owner situated at Bhubaneswar.

##### **14.3. Contract Performance Security:**

In the event of contract award, the Successful Bidder shall be required to submit Contract Performance Security, of an amount 10 (Ten) percent of the initial award value in the form of Insurance Surety Bond/Account Payee Demand Draft/Fixed Deposit Receipt/Bank Guarantee (including e-bank guarantee) from any of scheduled commercial bank or online payment within 21 days of issuance of LOA. Contract Performance Security shall be valid till the successful completion of the contract period with an additional claim period of 90 days. In case the contractor fails to submit the contract performance security, an equivalent amount will be withheld from the first RA bill. If the first RA bill does not suffice

the performance security amount, then the balance amount shall be withheld from subsequent RA bills.

If the bidder submits “**Bank Guarantee**” the format enclosed as **ANNEXURE-B** shall be referred or if the bidder submits the “**Insurance Surety Bond**” the format enclosed as **ANNEXURE-C** shall be referred.

#### **14.4. Taxes & Duties:**

The contract price shall be inclusive of all taxes, duties, levies and imposts or any other tax, be it leviable by Central, State or Local Authorities except GST. GST shall be paid at actuals on submission of documentary evidence. TDS for Income Tax, if applicable, shall be deducted from your bills as per prevailing statute and relevant certificates shall be furnished to you so as to enable you to take necessary tax credits.

#### **14.5. Time Schedule:**

The work is to be completed within 120 (One Hundred and Twenty) days from the date of issuance of LOA excluding 07 (Seven) days of mobilization period.

Activity wise time schedule is as below:

SL NO.	ACTIVITY	DURATION (in Days)	CUMULATIVE DURATION (in Days)
1	Field visit for Geotechnical investigation and Topographical survey of the site	15	15
2	Completion of Washability study and submission of report	15	30
2	Submission of Detailed Project Report (DPR)	30	60
3	Submission of Draft Bid Document and Notice Inviting Tender for selection of EPC Contractor	15	75
4	Approval of DPR and finalization of Bid Documents along with Terms & Conditions of the EPC Contract.	45	120

#### **14.6. Obligation of Owner:**

The Engineer-in-Charge (EIC) /Owner’s representative shall inspect the work at their convenience for compliance with contractual obligation. He will have the authority to represent the Owner on all day-to-day matters relating to this Project. All notices, instructions, orders, certificates, approvals, and all other communications under this contract shall be given by the Engineer-in-Charge, except as otherwise provided for in this Contract. Owner may also from time to time appoint some other person as the Engineer-in-Charge in place of the person previously so appointed and shall give a notice of the name of such other person to the Contractor without delay.

The Engineer-in-Charge / Owner’s representative may at any time delegate/revoke to any person any of the powers, functions, and authorities vested in him or her of which due notice in writing will be given. Failure of the Engineer-in-Charge to reject any part of the Plan, Estimates, Drawings and all such documents or to disapprove any service shall not prejudice the Owner to reject such services or to disapprove such Plan, Estimates, Drawings, documents etc. and to order re-work of such Plan, Estimates, Drawings, documents etc. or to pull down such disapproved service at the cost of the Contractor,

provided the Contractor fails to comply with the direction and requirement of the Owner there off. The decision, opinion, certificates or valuation of the Owner in respect of any matter under this clause shall be final, binding and conclusive. If the Contractor is dissatisfied by reason of any decision, opinion, direction, certificate or valuation of the Engineer-in-Charge / Owner's representative, they shall be entitled to refer the matters to the Owner, who shall thereupon confirm, reverse or vary such decision and such decision of the Owner shall be final and binding.

**14.7. Verification of Work:**

EIC and his authorized representative shall inspect the work as per their convenience for compliance of contractual obligation.

**14.8. Submission of Bill:**

Bills will be submitted to Engineer-in-Charge (EIC) in duplicate along with the details required for compliance with GST. A copy of the bill will be submitted to Senior Manager (Commercial & Contracts). GSTIN Regd. No of OCPL: 21AACCO0959K1ZH.

**14.9. Liquidated Damages (LD):**

In case of delay in completion of the work beyond the stipulated period, liquidated damage @0.5% of the fees payable for the phase for each week of delay subject to a maximum of 5% of the fees payable for the phase, shall be imposed. Provided, in case of extension of time and under Force Majeure conditions delay will not be subject to penalty / liquidated damages.

**14.10. Statutory deductions:**

All statutory dues shall be deducted from the bills at the rate applicable at the time of payment of the bill.

**14.11. Indemnity:**

The Contractor assumes responsibility for and shall indemnify and save harmless the Owner, from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are, or may be required with respect to any breach of the Contractor's obligations under the Contract, or in respect of all salaries, wages or statutory dues or any other compensation or dues of whatsoever, nature of all persons employed by the Contractor in connection with performance of the Scope of the contract. Owner shall allow the Contractor to take sole control of the defense of such claims. The Contractor shall execute and deliver such other further instruments as may be necessary to comply with all the requirements of such laws and regulations as may be necessary there under to confirm and effectuate the Contract and to fully protect and indemnify the Owner. The Contractor shall not indemnify Owner to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by the sole fault of the Owner. The Owner shall not be in any way held responsible for any accident or damages incurred or claims arising there from during discharge of the obligations by Contractor under this Contract.

**14.12. Subletting:**

Bidder is not allowed to sublet full or part of the work to any third party agency without the written permission from the competent authority of OCPL. If at any stage of the work, it is found that the work has been sublet without permission from the competent authority of OCPL, the owner reserves the right to terminate the contract without serving any notice.

**14.13. Safety, Health, Environment and Quality:**

Your personnel shall abide by all safety rules and obtain safety induction training from OCPL Safety Officer before starting the work. Any violation in the safety rules shall be viewed seriously and you shall be penalized as per OCPL rules.

You shall ensure the medical fitness of your personnel to OCPL HR executive before execution of the contract.

**14.14. Authorized Representative:**

You shall appoint one authorized representative who will co-ordinate all the activities at site and interact with the Engineer-in-charge (EIC) in all matters related to the work.

**14.15. Labour & Statutory Regulation:**

All laws & rules applicable to the employees / labours engaged in this project shall be scrupulously followed by the contractor without any violation. Contractor shall also obtain work compensation (WC) Policy immediately after issuance of LOA.

**14.16. Termination:**

**14.16.1. Termination for Default:**

In case of non/under performance by the Agency or breach of contract condition, the owner will have the right to terminate the contract with 7 (Seven) days written notice for reasonable cure period. Owner shall have the right to assign the balance scope of work to any other party at the Agency's risk and cost subject to the limitations of this Contract. Any additional costs incurred by OCPL for such completion of the balance scope of work, shall be recovered from the Performance Security or any other dues under this Contract.

**14.16.2. Termination for Convenience:**

The owner may, at any time, terminate the Contract for the owner's convenience and without cause by giving 7 days' notice. Upon such termination amount payable after actual assessment of work done approved by EIC shall be released.

**14.17. Force Majeure:**

Any delays in or failure of performance by Owner or Agency, other than payment of money, shall not constitute default hereunder unless such delays or failures of performance are caused by occurrences beyond the control of Owner or Agency, as the case may be, including, but not limited to, acts of God or the public enemy, expropriation or confiscation of facilities, compliance with any order or request of any governmental authority, unreasonable delay or non-receipt of any applicable prior statutory/regulatory approval from statutory/government authority for the work, act of war, acts of terrorism, rebellion or sabotage or damage resulting there from, fires, floods, explosion, accidents, riots or strikes or other concerted acts of workmen, whether direct or indirect, or any causes, whether or not of the same class or kind as those specifically above named, which are not within the control of Owner or Agency respectively, and which by the exercise of reasonable diligence, Owner or Agency are unable to prevent. However, neither party can claim force majeure unless it provides not less than 7 days' prior written notice of such event to the other party. In the event force majeure continues beyond 30 days, the parties shall mutually close the contract without any liability on either side.

**14.18. Notices:**

All notices pertaining to the Contract shall be in writing and shall be sufficient when sent by registered mail, or faxed (followed with written confirmation) to:

[Owner]  
Chief Operating Officer  
Odisha Coal and Power Limited (OCPL)  
Zone-A, Fourth Floor, Fortune Towers,  
Chandrasekharpur, Bhubaneswar-751023  
Odisha.

**14.19. Dispute resolution, Arbitration and Jurisdiction of Court:**

Any dispute or difference arising out of the bidding process and/or contract (for successful bidder) shall be mutually settled. However, CEO, OCPL is the final authority to decide upon the dispute. In case of non-settlement of dispute "Arbitration & Conciliation Act-1996" of India shall be applicable. The arbitration to be conducted by sole arbitrator, who is to be appointed upon mutual consent of the parties and upon failure of the parties to agree upon a sole arbitrator, such sole arbitrator to be appointed as per Arbitration and Conciliation Act, 1996. The venue of arbitration shall be at Bhubaneswar only and the courts of Bhubaneswar shall have exclusive jurisdiction.

**COVERING LETTER – ON BIDDER’S LETTERHEAD**  
**(ON BIDDER’S LETTERHEAD):**

To

Date:

Chief Operating Officer  
Odisha Coal and Power Limited,  
Zone-A, Fourth Floor, Fortune Towers  
Chandrasekharapur, Bhubaneswar-751023  
Odisha

**Sub: “Preparation of Detailed Project Report (DPR) and Tender Documents for Selection of an Agency for Construction of 5 MTPA Coal Washery at Manoharpur Coal Mines”.**

Dear Sir,

**CONFIRMATIONS AND DECLARATIONS**

1. The Proposal is being submitted by (Bidder - Organization name) (“Bidder”) in accordance with the conditions stipulated in the RFP of OCPL dated \_\_\_\_\_ [insert date] and following amendments there to, issued by OCPL receipt of which is hereby acknowledged.

Number \_\_\_\_\_ Dated \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_

2. Bidder has examined in detail, understood the contents, and agrees to abide by all terms and conditions stipulated in the RFP issued by OCPL.

3. Bidder confirms that it has submitted only one Proposal and that we don’t have any conflict of interest with any other bidder participating in this bid process.

4. Bidder has submitted the format for Bid Security (APPENDIX-1)

5. Bidder has the necessary legal right and authorization to submit the Proposal in connection with this project. A true copy of the relevant Board Resolution/authorisation by the proprietor/authorisation by Managing Director/authorisation by Managing Partner is attached hereto. (APPENDIX-2).

6. Bidder designates Mr. /Ms. ----- as Bidder’s representative, who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into commitment etc. on behalf of the Bidder, in respect of the Project. The Power of Attorney issued in favour of Mr. /Ms. \_\_\_\_\_ by the Bidder is attached hereto. (APPENDIX-3).

7. Bidder confirms that it is submitting this Proposal of this RFP and that it meets the Technical Qualification requirements on its own. (APPENDIX-4).

8. Bidder has submitted the format for meeting the Financial Qualification Requirement. (APPENDIX-5)
9. Bidder has submitted the Anti-Profiteering Declaration Format. (APPENDIX-6)
10. Bidder has submitted Bank Guarantee as per the **APPENDIX-7**. (if Bid security submitted in the form of Bank Guarantee then the Appendix-8 shall be deleted).
11. Bidder has submitted Insurance Surety Bond as per the **APPENDIX-8**. (if Bid security submitted in the form of Insurance Surety Bond then the Appendix-7 shall be deleted).
12. If Bid Security submitted other than Bank Guarantee or Insurance Surety Bond then the both APPENDIX-7 & APPENDIX-8 shall be deleted.
13. The information contained in the proposal is complete and accurate in all material respects. Bidder undertakes to notify the OCPL promptly upon Bidder becoming aware of any material fact which tends to render Bidder's proposal misleading or inaccurate. Bidder acknowledges and agrees that any material misrepresentation made in connection with Bidder's proposal might result in its invalidation and Bidder's disqualification from the bidding process.
14. Bidder acknowledges and agrees that OCPL has the right not to qualify any bidder on grounds of national interest, security or public policy.

For and on behalf of the Bidder's : -----  
Organisation name  
(Signature of the Authorised Signatory) : -----  
Name of the Person : -----  
Designation : -----  
Place : -----

**ANNEXURE-B**

**PERFORMANCE SECURITY**  
**(Bank Guarantee for Performance Security)**

**FORM OF PERFORMANCE SECURITY GUARANTEE (“SECURITY”)**

This Performance Security is executed on this [] day of [•] at [•]

BY

[•] with its registered office at [•] and a branch office at [•] (hereinafter referred to as the “Bank”, which expression shall unless repugnant to the context thereof, be deemed to include its successors-in-interest and permitted assigns)

IN FAVOUR OF

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, Chandrasekharpur-751023, Bhubaneswar, Odisha hereinafter referred to as the “Owner”, which expression shall unless repugnant to the context thereof, be deemed to include its successors-in-interest and permitted assigns).

WHEREAS

- (A) [•] with its registered office at [•] hereinafter referred to as the “Service Provider”, which expression shall unless repugnant to the context thereof, be deemed to include its successors-in-interest and permitted assigns) and the Owner have executed a contract by for “\_\_\_\_\_.” on [please enter date of contract] (“Contract”).
- (B) In terms of \_\_\_\_\_ of the LoA, Service Provider is required to furnish a an unconditional, irrevocable, on demand bank guarantee (“Guarantee”) for INR [insert amount] (“Guaranteed Amount”) in favour of the Owner.
- (C) The Bank has confirmed that it is an Acceptable Credit Provider and at the request of the Service Provider and for sufficient consideration, the Bank has agreed to issue this Guarantee in favour of the Owner.

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:**

1. Capitalised terms used herein but not defined shall have the meaning ascribed to them in the Contract.
2. The Bank shall upon a written demand from the Owner informing the Bank of the Service Provider’s failure to fulfill its obligations under the Contract, immediately pay to the Owner, upon 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 Service Provider or to the provisions of the Contract, forthwith and in full amount, without any deductions or set off or counter claims whatsoever, the sum claimed by the Owner in such demand not exceeding an amount equivalent to the Guaranteed Amount. The Bank will pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute raised by the Service Provider or any other person.

The Bank agrees that this Guarantee does not limit the number of claims that may be made

by the Owner 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 defense 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 Contract 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 Contract, 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 Contract.
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 Bhubaneswar.
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

**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..... [Contractor's Name]..... with its Registered /Head Office at ..... (Hereinafter referred to as the 'Contractor', 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 contractor, resulting into a Contract bearing No..... dated ....., valued at ..... for ..... and the Contractor 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 Contractor 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 Contractor. Any such demand made by the Employer on the Insurer shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor 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 Contractor 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 Contractor, 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 Contractor 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 Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor'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 .....[Contractor's Name]..... on whose behalf this Insurance Surety Bond has been given.

Dated this ..... day of ..... 20..... at.....

WITNESS :

1.....

(Signature) (Signature)

.....

(Name) (Name)

.....

(Official Address) (Designation with Insurer Stamp)

Authorised Vide Power of

Attorney No.....

Date.....

2. ....

(Signature)

.....

(Name)

.....

(Official Address)

Notes : 1. (\*) This sum shall be as defined in the Bidding Documents.

(@) 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 Contractor 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, the Contractor is required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Insurance Surety Bond.

**Table of Enclosures:**

<b>S. No.</b>	<b>Appendix</b>	<b>Details</b>
1	APPENDIX 1	Declaration for submission of Bid Security.
2	APPENDIX 2	True Copy of Board Resolution / authorisation by the proprietor / authorisation by Managing Director / authorisation by Managing Partner of the Bidder.
3	APPENDIX 3	Power of Attorney issued by the Bidder.
4	APPENDIX 4	Format for Technical Qualification Requirements.
5	APPENDIX 5	Format for Financial Qualification Requirements.
6	APPENDIX 6	Anti-Profiteering Declaration Format.
7	APPENDIX 7	Format of Bank Guarantee for Bid Security.
8	APPENDIX 8	Format of Insurance Surety Bond for Bid Security.

**APPENDIX-1**

Date:

To,

Chief Operating Officer  
Odisha Coal and Power Limited,  
Zone-A, Fourth Floor, Fortune Towers,  
Chandrasekharapur-751023, Odisha

Dear Sir,

**Sub: "Preparation of Detailed Project Report (DPR) and Tender Documents for Selection of an Agency for Construction of 5 MTPA Coal Washery at Manoharpur Coal Mines"**

**Bid Security:**

Enclosed is the Bid Security in the form of Insurance Security Bond/ Account Payee Demand Draft No. \_\_\_\_ dated \_\_\_\_/Fixed Deposit Receipt/Bank Guarantee (including e-Bank Guarantee issued by \_\_\_\_\_ Bank, \_\_\_\_\_ Branch or online payment No. \_\_\_\_ dated \_\_\_\_ for amount of Rs- \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)", in favor of "Odisha Coal and Power Limited", meeting the requirement of Request For Proposal (RFP) **19/06/2026** issued by OCPL.

**SIGNATURES**

For and on behalf of : -----  
(Signature of the Authorized Signatory) : -----  
Name of the Person : -----  
Designation : -----

**Enclosures: Insurance Security Bond/Account Payee Demand Draft/Fixed Deposit Receipt/Bank Guarantee including e-bank guarantee**

**BOARD RESOLUTION OF THE BIDDER / AUTHORISATION BY PROPIETOR /  
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 **19/06/2026**, as amended from time to time, issued by Odisha Coal And Power Limited (“OCPL”) for **“Preparation of Detailed Project Report (DPR) and Tender Documents for Selection of an Agency for Construction of 5 MTPA Coal Washery at Manoharpur Coal Mines”**.

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.

**APPENDIX - 3**

**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 **19/06/2026**, as amended from time to time, for inviting the bids in respect of **“Preparation of Detailed Project Report (DPR) and Tender Documents for Selection of an Agency for Construction of 5 MTPA Coal Washery at Manoharpur Coal Mines”** (“Project”).

Know all men by these presents, We..... (name and address of the registered office) do hereby constitute, appoint and authorize 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 **“Preparation of Detailed Project Report (DPR) and Tender Documents for Selection of an Agency for Construction of 5 MTPA Coal Washery at Manoharpur Coal Mines”**. 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)

## FORMAT FOR TECHNICAL QUALIFICATION REQUIREMENT

[On the letter head of the Bidder]

(Refer paragraph 7 of the Covering Letter)

Date:

To,

Chief Operating Officer  
Odisha Coal and Power Limited,  
Zone-A, Fourth Floor, Fortune Towers,  
Chandrasekharapur-751023, Odisha

Dear Sir,

**Sub: Certification of the Technical Qualification Requirement with respect to Section 7 of the Request for Proposal (RFP) for “Preparation of Detailed Project Report (DPR) and Tender Documents for Selection of an Agency for Construction of 5 MTPA Coal Washery at Manoharpur Coal Mines”.**

Dear Sir,

We are submitting a Proposal of the RFP.

We certify that [Insert name of Bidder] has following qualifying requirements:

- i. The bidder must be a company/firm/ agency and in consultancy services since last 7 years. JV or consortium shall not be allowed for this work.
- ii. During the preceding Seven (07) Years, till the date of Notice Inviting Tender, Bidders must have completed or substantially completed (at least 80% payments received) at least Seven (07) Consultancy Assignments.
- iii. Out of the Consultancy Assignments mentioned above, Two (02) should be similar assignments.

Definition of Similar Assignment: **Similar assignment** means Preparation of Detailed Project Report (DPR) and Tender Document for selection of an agency for construction of Coal Washery for Govt/Semi Govt. organization/PSUs or reputed private companies.

- iv. The firm must have valid GSTIN Regd Certificate & PAN.
- v. The firm must have valid GSTIN Regd Certificate & PAN.
- vi. The Bidder must not have been subjected to the subsistence of debarment/ blacklisting by the Government of India or any of the State Governments within India or any of its Departments, authority or agency, on the date of proposal submission or during the selection process.

### Documents to be submitted:

- Copy of GSTIN Regd Certificate and PAN needs to be submitted along with Techno-Commercial Bid.
- Copies of work order and completion certificate issued by the clients in support of the above qualification requirement. Only relevant work order having required order value

as mentioned above along with completion certificate shall be acceptable. Submission of irrelevant order copy and unnecessary documents may disqualify.

- In case of substantially completed assignments, details of payments released to the consultant is to be submitted. The payment details must be certified by the clients.
- Legal status of the bidder: Anyone of the following documents can be accepted:
  - Registration certificate of the company.
  - Memorandum & Article of Association with certificate of incorporation containing of name of bidder.
  - Partnership deed containing name of partners.
- Affidavit in standard format confirming that the bidder is not blacklisted by Government of India or any of the State Governments within India or any of its Departments, authority or agency.

**All documentary evidence is enclosed as per list given below in support of above qualification.**

Thanking you,

For [Insert name of Bidder, company, corporation or entity]

(Please affix the company seal of the Bidder, company, corporation or entity)

## FORMAT FOR FINANCIAL QUALIFICATION REQUIREMENT

[On the letter head of Bidder]

Date:

To,

Chief Operating Officer  
Odisha Coal and Power Limited,  
Zone-A, Fourth Floor, Fortune Towers,  
Chandrasekharpur-751023, Odisha

Dear Sir,

**Sub: Certification of the Financial Qualification Requirement with respect to Section 7 of the Request for Proposal (RFP) for Preparation of Detailed Project Report (DPR) and Tender Documents for Selection of an Agency for Construction of 5 MTPA Coal Washery at Manoharpur Coal Mines.**

Dear Sir,

We certify that \_\_\_\_\_ (Name of the Bidder) we meet the Financial Qualification Requirement as below:

### Annual Turnover

- (i) Bidders must have an average annual turnover of minimum **Rs. 42.00 Lakhs (Rupees Forty Two Lakhs Only)**, at least **Rs. 21.00 Lakhs (Rupees Twenty One Lakhs Only)** of which should be from Consultancy Service Contracts (total payments received for contracts in progress or completed) within the last Seven (07) financial years (i.e 2025-26, 2024-25, 2023-24, 2022-23, 2021-22, 2020-21 and 2019-20).

Turnover (Rs.)						
FY 2025-26	FY 2024-25	FY 2023-24	FY 2022-23	FY 2021-22	FY 2020-21	FY 2019-20
Average Annual Turn Over for Last Three (07) Financial Years: Rs. _____ Only.						

Income from Consultancy Services (Rs.)						
FY 2025-26	FY 2024-25	FY 2023-24	FY 2022-23	FY 2021-22	FY 2020-21	FY 2019-20
Total for Last Three (07) Financial Years: Rs. _____ Only.						

- (ii) The Net Worth of the Bidder firm should not be negative as on 31<sup>st</sup> March 2026 and should not have eroded by more than 30% in the last Three (03) financial years.

**Notes:**

1. The Years indicated are Financial Years.
2. The Bidder shall submit the Audited Annual Report enclosing detailed financial statement, for the relevant Years;
3. Along with the above, in a separate sheet, details of computation of the Annual Turnover shall be provided by the Bidder, duly certified by Chartered Accountant.

Thanking you,

For [Insert name of Bidder]

(Please affix the company seal of the Bidder)

**APPENDIX-6**

**ANTI-PROFITEERING DECLARATON FORMAT**

**To whomsoever it may concern.**

I. Mr. \_\_\_\_\_, proprietor / \_\_\_\_\_ (other authorized signatories) of M/s. \_\_\_\_\_, hereby solemnly and sincerely declare that, while giving this quotation to 'Odisha Coal and Power Limited' against Tender No. \_\_\_\_\_ Dt. \_\_\_\_\_, me/my firm/my company has abided by all Tax Laws and Rules including but not limited to Section 171 of the Central Goods and Services Tax Act, 2017.

I, hereby solemnly and sincerely further declare that me/my firm/my company will continue to abide by the said laws, including but not limited to Section 171 of the Central Goods and Services Tax Act, 2017, as applicable from time to time during the life of the tender and during execution of any order placed with reference to the said tender.

I further declare that, me/my firm/my company, in furtherance and in compliance to the said section, will make commensurate reduction in the basic prices w.r.t. Input Tax benefits and reduction in Tax charged to 'OCPL' w.r.t. Output Tax benefits in connection with goods and/or services provided.

I further declare that the foregoing is true and correct and the same is a legal obligation and failure to fulfil it could result in penalties under the law.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

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

## APPENDIX-7

### **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 "**Preparation of Detailed Project Report (DPR) and Tender Documents for Selection of an Agency for Construction of 5 MTPA Coal Washery at Manoharpur Coal Mines.**" ("**Project**") 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 Works ("**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]**

**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 Bid Data Sheets.

(\*\*) 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 Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.

**ANNEXURE-I**

**Un-Priced Bill of Quantities**

**NOTE-**Detail attached in Price Bid Envelope/Section in Odisha E-Tender Portal. Bidder will download the same from Price Bid Section.