REQUEST FOR PROPOSAL

FOR
THE SELECTION OF AGENCY

FOR THE SERVICES

"Transportation of Solid Waste from Kiripsira Solid Waste Pit to Sundargarh Municipality, Odisha".

THROUGH COMPETITIVE BIDDING

NIT No: OCPL/MCMP/SER-216/2026
Date: 14.07.2026

ODISHA COAL AND POWER LIMITED
(A GOVERNMENT OF ODISHA COMPANY)
CORPORATE OFFICE: Zone-A, Fourth Floor, Fortune Towers, Chandrasekharpur-751023, Bhubaneswar, Odisha.
SITE OFFICE: Samanwaya Bhawan, Sarbahal, Hemgir, Pin- 770013, Sundargarh, Odisha.

LETTER OF INVITATION

Tender Reference No: OCPL/MCMP/SER-216/2026
Date: 14.07.2026

To,

Dear Madam / Sir,

Subject: Letter of Invitation – Request for Proposal (RFP) for **Transportation of Solid Waste from Kiripsira Solid Waste Pit to Sundargarh Municipality, Odisha.**

1. Invitation to Bid

Odisha Coal and Power Limited (hereinafter called the **"Owner"**) seeks to select a qualified Agency to execute the Services/works titled **"Transportation of Solid Waste from Kiripsira Solid Waste Pit to Sundargarh Municipality, Odisha."** (hereinafter called the **"Services"**) under this proposed Contract for which this Request for Proposal (RFP) is issued. On behalf of the Owner, the Sr. Manager (Commercial & Contracts) now invites online Proposals from reputed and eligible Agencies to execute these Services.

2. Selection Methodology

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

3. Portal Access and Tender Cost Remittance

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

- **Tender Paper Cost:** *Referenced in Clause 3.1 of the ITB)*.
- **Bid Security / EMD:** *Referenced in Clause 3.2 of the ITB)*.

4. Structure of the Tendering and Bidding Enclosures:

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

- **Section A: Instructions to Bidders (ITB)**: The procedural and administrative procurement framework governing the e-tendering process.

- **Section B: Detailed Qualification Requirements (QR)**: The definitive technical capability criteria, mandatory annual financial turnover scales, and other required credentials, the bidder must satisfy to clear technical evaluation.

- **Section C: Cover Letter and Appendices/Annexures:** Bidders shall submit all Cover-I documents with this cover letter, following the instructions and enclosures mentioned therein.

- **Section D: General Conditions of Contract (GCC) & Special Conditions of Contract (SCC)**: The legally binding financial terms, standard timelines, milestone payment architectures, risk allocations, liquidated damages, and force majeure maps customized for **the contract**.

- **Section E: Scope of Work, Detailed Technical Specifications and Bill of Quantity**: The operational field parameters, specific deliverables, target milestones, and service boundaries unique to the subject work.

5. Critical Timeline Framework:

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

Thanking You.

Yours sincerely,

Sr. Manager (Commercial & Contracts)
Odisha Coal and Power Ltd.,
Site Office: Samanwaya Bhawan, Manoharpur Coal Mine,
Vill-Sarbahal, Block-Hemgir, Dist-Sundargarh, Pin-770013, Odisha.
Mobile: 7608008703 | **Email:** contracts@ocpl.org.in

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SECTION "A": INSTRUCTIONS TO BIDDERS (ITB)

DISCLAIMER

1. Context of Information Provision:

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

2. Nature of the RFP:

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

3. Due Diligence and Verification Liability:

This RFP includes statements and parameters which reflect various assumptions and assessments arrived at by the Owner in relation to the **services/non consultancy services**. Such assumptions, assessments, statements, and data may not be completely exhaustive, accurate, or adequate.

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

4. Legal Interpretations:

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

5. Exclusion of Liability:

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

6. Reliance on Document Content:

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

7. Discretionary Rights to Update:

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

1. BACKGROUND:

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

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

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

2. GENERAL GUIDELINES & BIDDING PROCESS:

2.1 Invitation Overview:

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

2.2 Project Scope & Work Classification

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

1. **Owner Corporate Office:** Odisha Coal and Power Limited, Zone-A, Fourth Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar-751023.
2. **Owner Site Office:** Odisha Coal & Power limited, Samanwaya Bhawan, Manoharpur Coal Mine Project, Vill-Sarbahal, Block-Hemgir, Dist-Sundargarh, Odisha,770013
3. **Access to Manoharpur Coal Mine:** **Road:** From Gandhi Chowk, Brajrajnagar, 30 km;
   Rail: Kanika/Hemgir Station – 25 km from Hemgir;
   Air Port: Nearest Airport is Jharsuguda.
4. **Name of Work / Assignment**: Transportation of Solid Waste from Kiripsira Solid Waste Pit to Sundargarh Municipality, Odisha.

5. **Tender Reference Number**: OCPL/MCMP/SER-216/2026, Dated: 14.07.2026
6. **Project Location:** Manoharpur Coal Mine Project.
7. **Contract Classification Category**: Services
8. **Broad Scope Summary**: The successful bidder will be required to execute the complete lifecycle of tasks, deliveries, or milestones as mapped out in the Scope of work (**Section-E**) enclosed separately with this ITB.

2.3 Digital Enrollment & Verification

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

2.4 Split Cover Submission Structure

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

A. Cover-I: Techno-Commercial Bid:

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

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

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

B. Cover-II: Price Bid

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

2.5 CRITICAL BIDDING SCHEDULE (PORTAL TIMELINES):

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

Sl. No.	Procurement Activity / Milestone	Scheduled Date & Time
1	Publication Date of Tender Notice (NIT)	14/07/2026 at 15.00 HRS
2	Document Download/Sale Start Date	14/07/2026 at 15.00 HRS
3	Seek Clarification Start Date	14/07/2026 at 15.00 HRS
4	Seek Clarification End Date	08/08/2026 at 17.00 HRS
5	Bid Submission Start Date	15/07/2026 at 10.00 HRS
6	Bid Submission Closing Date	10/08/2026 at 17.00 HRS
7	Pre-Bid Meeting Date, Time, and Venue	Not Applicable
8	Deadline for Physical Submission of EMD Instruments	10/08/2026 at 17.00 HRS
9	Bid Opening Date of Cover-I (Techno-Commercial)	12/08/2026 at 15.30 HRS
10	Opening Date & Time of Cover-II (Price Bid)	To be notified online to qualified bidders

3. <u>TENDER FEES, BID SECURITY (EMD), AND STATUTORY EXEMPTIONS:</u>

3.1 Prescribed Procurement Costs

Cost Component	**Prescribed Base Value**	**Acceptable Modes of Submission**
Tender Paper Cost	**Not Applicable**	Non-refundable online gateway remittance through the e-Procurement portal.
Bid Security / EMD	**Rs. 15,000/-** *(Rupees Fifteen Thousand)*	Remitted via online banking gateway Odisha Tender Portal, Demand Draft (DD), Bank Guarantee (BG), electronic BG (e-BG), Insurance Surety Bond, or Fixed Deposit Receipt (FDR).

3.2 Mandatory Handling of Banking Instruments:

1. **Physical Deadline**: When using offline/banking formats for EMD, the original physical instrument must reach the Owner's office on or before the critical deadline specified in the Bidding Schedule.
2. **Standard Formats Required**: If opting for a banking security option, bank guarantees must be issued exactly per **Annexure-A (Format for BG for EMD)**, and insurance bonds must comply with **Annexure-B (Format of Insurance Bond for EMD)**.
3. **Delivery Location**: Send to the Sr. Manager (Commercial & Contracts), OCPL Site Office, Samanwaya Bhawan, Sarbahal, Hemgir, Dist-Sundargarh, Odisha, Pin-770013. No interest is paid on EMD deposits.

3.3 MSE and Government Exemption Clauses:

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

4. CONTRACTUAL INTEGRITY, COMMUNICATIONS, AND OPERATIONAL CLAUSES:

4.1 Interpretation & Scope

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

4.2 Pre-Bid Clarifications & Site Familiarization:

1. **Pre-Bid Meeting Applicability**: A pre-bid conference may be conducted on the date and venue specified in the Bidding Schedule to clarify technical issues and respond to queries concerning the scope of work.
2. **Omission Interpretation Directive**: If a specific Pre-Bid Meeting date or venue is not explicitly filled or provided inside the Bidding Schedule, bidders must understand that a formal pre-bid meeting is still fully applicable for this tender. Under this fallback provision, bidders may ask for clarifications through email only, and the subsequent reply will be provided by the Owner through email only. In such cases, the default administrative mechanism allows the bidder to execute physical site visits independently and directly ask for necessary structural clarifications from the Owner regarding the RFP documents.

3. **Site Evaluation**: Bidders form a key part of this process and are strongly advised to execute physical site visits independently to evaluate the physical project locations, local logistics, weather, environmental variables, community proximity, statutory risks, and operational conditions at their own expense before submitting email queries.
4. **Binding Impact**: Ignorance of site circumstances or specific operational constraints will not be accepted as a basis for alterations to the bid or future claims after contract execution.

4.3 Requests for Clarifications:

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

4.4 Amendments and Corrigenda Issued to RFP:

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

4.5 Extension of Deadlines:

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

4.6 Submission Integrity & Correction Protocols

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

4.7 Modification and Withdrawal Framework

1. **Online Portal Execution**: Bidders may modify, substitute, or withdraw their submitted bid only through the e-Tender Portal prior to the closing deadline. Physical or offline requests will not be entertained.

2. **Post-Deadline Restrictions**: No bid may be modified, substituted, or withdrawn after the submission closing time or during the subsequent Bid Validity Period. Unauthorized withdrawal during this window results in automatic forfeiture of the Bid Security.

4.8 Clarification and Evaluation of Qualification Requirements:

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

4.9 False or Misleading Claims:

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

4.10 Owner’s Right to Accept or Reject Bids:

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

4.11 Bidding Costs

1. **Bidder Expense**: The bidder shall bear all costs and expenses associated with the preparation, site visits, and submission of its bid.

2. **No Owner Responsibility**: Under no circumstances shall the Owner be responsible or liable for these costs, regardless of the conduct or outcome of the tendering, evaluation, and selection process.

4.12 Ownership of Bids and Responses

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

4.13 Fraud, Corruption, and Restricted Practices

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

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

4.14 Conflict of Interest

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

4.15 Disqualification Framework

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

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

4.16 Information Confidentiality

1. **Restricted Access**: All information regarding the examination, clarification, evaluation, and selection recommendations shall remain confidential.

2. **Need-to-Know Disclosure**: Information will not be disclosed to any person not officially concerned with the process, unless directed by a statutory entity that has the power under Indian Law to require its disclosure.

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

5.1 Bid Lifecycle and Framework

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

5.2 Outright Rejection Framework

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

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

6. PRICE EVALUATION AND MATHEMATICAL DISCREPANCY PROTOCOL:

6.1 Quoted Price Conditions

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

6.2 Mathematical Conflict Hierarchy

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

1. **Discrepancy Between Figures and Words (Unit Price):** If there is a discrepancy between the unit price quoted in figures and in words for any item, **the unit price indicated in words shall govern** and be treated as the valid quoted rate. This rule applies uniformly, whether the amount written in words reflects a higher or a lower sum than the figure format, and vice versa. The total price for that specific item will be mathematically adjusted by multiplying the corrected unit price (in words) by the scheduled quantity.
2. **Discrepancy Between Unit Price and Total Price:** If a variance emerges between the unit price (whether in figures or words) and the extended total price for an item, **the unit price shall govern**. The total price for that item will be mathematically adjusted by the Owner by multiplying the unit price by the quantity.
3. **Mismatches in Grand Totals vs. Sub-Totals:** If the individual itemized unit rates and totals match their text formats but the final grand total exhibits a summation error relative to the sub-totals, the individual **itemized sub-totals will govern** to correct and rewrite the grand total sum.
4. **Enforcement and Penalty:** The Owner will communicate these mathematical corrections to the bidder in writing. Bidders who refuse to accept these corrections face immediate disqualification, and their Earnest Money Deposit (EMD) or Bid Security balances shall be forfeited.

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

7.1 Contract Award Method (L1 and L2 Provisions)

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

7.2 Contract Performance Security and Additional Performance Security (APS)

i. Standard Contract Performance Security

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

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

1. Pursuant to **Office Memorandum No. 07764600022025173 dated 03/01/2026** issued by the Works Department, Government of Odisha, if an L1 bidder's quote is determined to be abnormally low or front-loaded, an Additional Performance Security (APS) becomes mandatory.
2. The successful bidder must deposit this calculated APS alongside their standard performance balance within the same 7-day window, failing which the contract will be terminated following clause no.16.11.

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

(i) Definition of Abnormally Low Bid (ALB)

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

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

(ii) Mechanism for Seeking Justification / Clarification

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

1. **Written Show-Cause Clarification:** OCPL shall issue a formal written notice to the L1 Bidder via email/portal, requiring them to submit a detailed price justification and cost analysis within five (5) working days.
2. **Mandatory Content of Breakdown:** The L1 Bidder's response must include a complete component-wise breakdown, proving how they intend to execute the assignment at that rate.

(iii) Evaluation of Clarification and Consequences of Rejection:

1. **The Technical Committee Scrutiny:** The Departmental Technical Committee shall evaluate the submitted price analysis. If the L1 Bidder provides mathematically sound evidence that their rate is viable due to structural efficiencies or internal lab ownership, the bid may be accepted, subject to depositing an incremental **Additional Performance Security (APS)** in accordance with *Government of Odisha Works Department Office Memorandum No. 07764600022025173 dated 03/01/2026*

2. **Rejection Criteria:** If the L1 Bidder fails to respond within the stipulated 5 days, submits a vague justification, or fails to demonstrate their capability to complete the assignment without risking data plagiarism or project abandonment, OCPL shall **reject the L1 proposal**.

3. **Consequences of Rejection:** Upon rejection, the L1 Bidder's offer shall be cancelled, their Bid Security/EMD may be processed for forfeiture/action, and the firm may face debarment proceedings.

(iv) On boarding and Negotiation with the L2 Bidder:

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

1. **Invocation of L2 Negotiations:** OCPL shall invite the L2 Bidder for formal financial negotiations to finalize an acceptable contract price.

2. **Target Negotiation Benchmarks:** The negotiation committee shall attempt to align the final award price as close as practically possible to a rate deemed fully viable against OCPL's confidential estimate.

3. **Treatment of an Abnormally Low L2 Bid:** If the L2 Bidder's *original* quote was also independently flagged as an Abnormally Low Bid, the exact same clarification mechanism defined under sub-clause

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

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

8. STRUCTURE OF THE TENDER PACK & BINDING ENCLOSURES

8.1 Scope of the Bidding Document Set

This Instructions to Bidders (ITB) document operates in conjunction with specific project-based enclosures. The complete multi-part tender package issued by the Owner comprises the following structural parts:

1. **SECTION "A" Instructions to Bidders (ITB)**: The procedural procurement framework detailed herein.
2. **SECTION "B" Detailed Qualification Requirements (QR):** The definitive technical capability criteria, mandatory annual financial turnover scales, and other required credentials, the bidder must satisfy to clear technical evaluation.
3. **SECTION "C" Covering Letter and Appendices for submitting Cover-I (see Clause 2.4 A) by Bidder.**
4. **SECTION "D" General Conditions of Contract (GCC) & Special Conditions of Contract (SCC)**: Establishes the legally binding financial terms, standard timelines, milestone payment architectures, risk allocations, liquidated damages, and force majeure maps customized for **the contract.**
5. **SECTION "E" Scope of Work, Detailed Technical Specifications, Bill of Quantity**: The operational field parameters, specific deliverables, target milestones, and service boundaries unique to the subject work.

8.2 Precedence of Enclosures

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

8.3 Mandatory Authorization of Signatory

1. **Corporate Mandate**: Any person participating, signing, or executing transactions on the e-tender portal on behalf of a participating Company, LLP, Partnership, Proprietary firm, Govt. Entity must be formally authorized by the competent authority. Format of Authorisation is provided in **APPENDIX-A.**

2. **Competent Authorities**: Depending on the bidder's legal structure, this mandate must be issued directly by:
   a. The **Board of Directors (BOD)** via a formal Board Resolution (for Companies).
   b. The **Managing Partner / All Partners** (for Partnership Firms / LLPs).
   c. The **Sole Proprietor** (for Proprietary Concerns).
   d. The **Administrative Head of the Institution or the Board of Directors (for PSUs)** via an official Office Order, Notification, or Letter of Authorization/Delegation of Power (DoP) issued under the official seal of the state/central department.

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

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

9.1 Due Diligence Requirement:

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

9.2 Owner's Administrative Rights:

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

10. BIDDER ENTITLE TO BID:

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

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

11. GOVERNING LAW AND JURISDICTION:

1. **Applicable Statutes:** The bidding process, the evaluation framework, and any resultant contract issued under this tender shall be governed exclusively by, and construed strictly in accordance with, the laws of the Republic of India.

2. **Territorial Jurisdiction:** In respect of all disputes, claims, conflicts, or legal matters arising out of or relevant to this procurement framework, the courts of **BHUBANESWAR, STATE OF ODISHA** only shall have exclusive judicial jurisdiction to hear and decide the proceedings.

12. DISPUTE RESOLUTION:

12.1 Amicable & Mutual Settlement:

Any dispute, difference, or grievance arising out of or in connection with the bidding process, evaluation, or the subsequent execution of this Contract (in the case of the successful Agency) shall be resolved in the first instance through mutual negotiations and amicable discussions between the designated representatives of both parties.

12.2 Administrative Decision:

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

12.3 Arbitration Proceedings

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

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

12.4 Venue, Language, and Jurisdiction:

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

12.5 Continuance of Services:

Unless otherwise explicitly directed in writing by the Owner, the Agency shall diligently continue to perform all obligations and milestone tasks under the Contract while the dispute resolution or arbitration process is actively ongoing.

13. PRE-BID DIRECTORY & TECHNICAL CONTACT CHANNELS:

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

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

SECTION B: QUALIFICATION REQUIREMENT

14. QUALIFICATION REQUIREMENTS (LCS Tender):

Following are the Qualifying Criteria for the bidder:

14.1 Technical Capacity (Eligibility Criteria)

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

Table T-1

Criteria Category	Requirement Details
Time Period	Successfully completed similar works during the last 7 years ending on the date of notification of Tender.
Financial Thresholds *(Any one of the three)*	• **One (1) Work:** Costing not less than **Rs. 3.02 Lakh** (Exclusive of GST)
	• **Two (2) Works:** Each costing not less than **Rs. 3.77 Lakh** (Exclusive of GST)
	• **Three (3) Works:** Each costing not less than **Rs. 6.04 Lakh** (Exclusive of GST)
Definition of Similar Work	Transportation of Solid Waste generated from an industry/ residential colony/ public area in a minimum capacity of 15 trips per month in a tractor trolley
Eligible Clients	Works executed for Central/State Government departments, PSUs, Government Financial Institutions, or reputed Private Companies/Corporates (Pvt. Ltd. or Limited).
Mandatory Evidence Required	Copy of original **Letter of Award, Signed Contract Agreement or Work Order** showing Scope, Value, Terms and Condition and Commencement and Completion Date, Bill of Quantity.
	Completion Certificate: Official certificate of Competent Authority/Authorised Signatory of client certifying successful completion (as per mandatory details given below: -).

Note:

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

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

A) Completion Certificate Mandatory Details:

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

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

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

Form T-1

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

NOTE: Form T-1 shall be signed by the bidder and followed by Letter of Award/Work Order/Contract Agreement and Completion/Performance Certificate as per **clause no. 14.1**.

14.2 Financial Capacity:

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

Table T-2

Financial Criteria	**Minimum Requirement**	**Mandatory Evidence Required**	**Special Provisions**
Average Annual Turnover	**Rs.3.77 Lakhs** (Rupees Fourteen Lakh Three Thousand only) over the last **3 consecutive financial years**: • FY 2023-24 • FY 2024-25 • FY 2025-26	• **Audited Reports:** Audited Report with Balance Sheets and Profit & Loss statements for the specified years. • CA Certification: Must be certified by a Chartered Accountant (CA).	**For FY 2025-26 Only:** If the audited report/balance sheet/PL is not yet available, the bidder may submit a **Turnover Certificate** certified by a Chartered Accountant.

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

CHARTERED ACCOUNTANT CERTIFICATE FOR AVERAGE ANNUAL TURNOVER

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

NOTE: Central/State Government Departments and PSUs are exempted from the CA Turnover Certificate.

CERTIFICATE OF AVERAGE ANNUAL TURNOVER

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

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

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

Audit Declarations:

a) We certify that the calculations shown above are derived from the official Audited Financial Statements filed by the Bidder.

b) We confirm that the current Average Annual Financial Turnover as listed in row **[B]** is Rs ………………../- (In Words: Rs…………………………………Only).

For ______________________________ *(Name of the CA Firm / Auditing Entity)*
Chartered Accountants (Firm Registration No: _______________)
(Signature of the Authorized Partner)
Name of the Auditor: _____________________________
ICAI Membership Number: ____________________
UDIN (Mandatory for Validation): _______________________________
Date: _______________
Place: _______________
(Affix Official CA Firm Stamp and Seal)

📌 **Mandatory Instructions for the Bidder:**

1. **UDIN Validation Requirement:** Under ICAI regulations, the practicing Chartered Accountant must generate a **Unique Document Identification Number (UDIN)** on the official portal for this certificate. Any certificate uploaded to the Odisha e-Tender portal without a valid, verifiable UDIN will be rejected on a strict Pass/Fail basis by the tender evaluation committee.

2. **Required Support Uploads:** The bidder must scan and bundle this signed **Form F-1** along with full copies of the **Audited Balance Sheets** and **Profit & Loss (P&L) statements** for FY 2023-24, FY 2024-25, and FY 2025-26.

Statutory & Accreditation Requirements:

a) Eligible Entities & Mandatory Verification Documents:
The following table (**Table T-3**) combines Eligible Entities & Mandatory Verification Documents.

Table T-3

1. Corporate Companies *(Private Limited / Public Limited)*	• Certificate of Incorporation (COI) issued by the Ministry of Corporate Affairs (MCA) / ROC. • Memorandum of Association (MOA) and Articles of Association (AOA).
2. Limited Liability Partnerships (LLPs)	• Certificate of Incorporation (COI) issued by the MCA / Registrar of Companies. • Formal, fully executed LLP Agreement.
3. Partnership Firms	• Registered Partnership Deed executed on non-judicial stamp paper. • Valid Firm Registration Certificate (Form-C / Form-A) issued by the State Registrar of Firms.
4. Sole Proprietary Firms	• Valid GSTIN Registration Certificate • Signed Proprietor's Declaration Affidavit.

(b) Corporate Registrations:

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

(c) Mandatory Registration: The Bidder Must submit Mandatory Certification as detailed in Table T-D

Category/Requirement	Primary Verification Document Required	Alternative / Exemption Document (If Applicable)
1. EPF Registration	• Copy of **Establishment Registration Certificate (Form-5A)** issued by EPFO. • Most recent Electronic Challan-cum-Return (ECR) and payment receipt.	*None (Mandatory if statutory thresholds are met).*
2. ESI Registration	• Copy of **Form C-11 (Registration Certificate)** issued by ESIC. • Most recent ESI monthly contribution challan and bank receipt.	Signed & Stamped Undertaking on official bidder letterhead committing to obtain Workman Compensation Insurance and reason of valid exemption from ESIC as per law, if the work is awarded.
3. Labour Registration	• Copy of **License/Registration Certificate** under the Contract Labour (R&A) Act.	• **Self-Declaration / Affidavit** on company/firm letterhead or stamp paper certifying the bidder is seeking exemption as per statute. Also enclose Guideline/ Circular etc. of Labour Department for such exemption. • Recent EPF ECR Summary showing total employee count.

SECTION C: COVER LETTER AND APPENDICES

15. COVERING LETTER

(TO BE SUBMITTED BY BIDDER ON LETTERHEAD)

To   Date:

Sr. Manager (Commercial & Contracts)
Odisha Coal and Power Ltd.,
Site Office: Samanwaya Bhawan, Manoharpur Coal Mine
Vill-Sarbahal, Hemgir, Dist-Sundargarh, Pin-770013, Odisha,

Sub: Online Bid Submission through the Odisha e-Procurement Portal for the Tender of " **Transportation of Solid Waste from Kiripsira Solid Waste Pit to Sundargarh Municipality, Odisha.**".

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

Dear Sir,

1. Confirmations and Portal Declarations:

- **Online Portal Submission:** We, **M/s. [Insert Bidder Organization Name]** ("Bidder"), hereby submit our formal proposal through the official Odisha e-Procurement Portal in response to the Request for Proposal (RFP) issued by OCPL.

- **Digital Encryption & Signing:** All components of our technical bid package have been securely encrypted at the client end and digitally authenticated using a valid Class-III Digital Signature Certificate (DSC) mapped onto the portal under our organization's account.

- **Two-Cover Architecture Compliance:** We acknowledge that our proposal follows the two-cover electronic architecture established on the portal:

    1. **Fee/Pre-Qual/Technical Cover (.pdf):** Containing our legal, professional, and audited financial credentials.
    2. **Finance/Price Cover (.xls):** Containing the un-edited, filled macro-enabled Bill of Quantities (BOQ) spreadsheet.

2. Acceptance of Tender Conditions:

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

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

Document as per Cover-I Clause No. 2.4 (A)	Description of Uploaded PDF Document	Remarks	Yes/No
Tender Document (Clause No. 2.4 A (1)	Digital copy of the complete, unedited Tender Document signed on all pages.	Tender Document_Signed Scanned Copy	
Fee Details (Clause No. 2.4 A (2)	Proof of Online Payment of Tender Fee & EMD	Refer **Clause No.3.** Exempted Bidder shall submit **Appendix D** with MSE Certificate.	
Qualification Requirement (Section-B) and Clause 2.4 A(3)	**Form T-1** following Work Order/LOA / Contract Agreement and Completion Certificate.	Refer **Clause No. 14.1**: Technical Capacity (Eligibility Criteria)	
	Form F-1, following Audit Report (with Balance Sheet and Profit Loss)	Refer **Clause No. 14.2**: Financial Capacity-Average Turnover	
	Registration Certificates and other document	Refer **Clause No. 14.3 (a):** Eligible Entities	
	Copy of PAN and GST	Refer **Clause 14.3 (b)** Corporate Registrations:	
	Registration Certificates and other document	*Certificate as per **Clause No. 14.3 (c)***	
APPENDICES Clause 2.4 A (4)			
APPENDICES	**TITLE**	**REMARKS**	**YES/NO**
APPENDIX-A Format Enclosed	Authorisation of Person Participating in Tender on behalf of Company/Firm.	Refer **Clause No. 8.3**, Mandatory Authorisation	
APPENDIX-B Format Enclosed	Power of Attorney (POA) of Person Participating in Tender on behalf of Company/Firm	Refer **Clause No. 8.3**, Mandatory Authorisation	
APPENDIX-C Format Enclosed	Anti-Profiteering Declaration.	To be signed by Bidder (On Letter Head).	
APPENDIX-D Format Enclosed	MSE/Udyam Registration Declaration with Certificate of MSE Registration.	Refer **Clause No. 3.3**, MSE and Government Exemption Clauses	
APPENDIX-E Format Enclosed	Declaration of Non-Blacklisting.	Refer **Clause No. 4.15**, 4.15. Disqualification Framework.	
APPENDIX-F Format Enclosed	Performance Commitment & Project Execution Declaration	To be signed by Bidder (On Letter Head).	

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

I/We hereby declare that I/We have not disclosed any financial rates or pricing components in this technical stage. I understand that doing so will results in immediate, outright rejection of my/our bid.

Thanking you,

Yours faithfully,

For and on behalf of the Bidder: ____
(Name of the Bidder Organization)
(Digital & Physical Signature of the Authorised Signatory)
Name of the Person: ____
Designation: ____
Portal Username / Login ID: ____
(Affix Official Corporate Company Seal)

15.1 APPENDIX-A: AUTHORISATION

BOARD RESOLUTION OF THE BIDDER / AUTHORISATION BY 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 29/08/2025, as amended from time to time, issued by Odisha Coal and Power Limited ("OCPL") for **[………………Insert Name of Services Here…………………………………].**

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

Certified True Copy

Notes: -

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

15.2 APPENDIX-B: POWER OF ATTORNEY

FORMAT FOR POWER OF ATTORNEY

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

WHEREAS Odisha Coal and Power Limited ("OCPL") has issued Request for Proposal ("RFP") on 29/08/2025, as amended from time to time, for inviting the bids in respect of **[………………Insert Name of Services Here…………………………………].** ("Project").

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

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

For ___________________________

Company Seal Accepted

…………. (Signature)

(Name, Title and Address of the Attorney)

15.3 APPENDIX-C: ANTI-PROFITEERING DECLARATON FORMAT

Bidders Declaration (On Letter Head)

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

1. **Compliance with GST Statutory Mandates:**

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

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

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

3. **Integrity of the Quoted Financial Rates:**

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

4. **Indemnity and Recovery Provision:**

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

Date: ___________________

Place: ___________________

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

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

Date: **[XX/XX/XXXX]**

To,
Senior Manager (Commercial & Contracts)
Odisha Coal and Power Limited
Site Office: Samanwaya Bhawan, Manoharpur Coal Mine
Vill-Sarbahal, Hemgir, Dist-Sundargarh
Pin-770013, Odisha

Subject: Declaration for Tender Paper Cost & Bid Security (EMD) Exemption as an MSE/MSME:
Tender Reference No: [Insert Tender/NIT Reference Number]
Tender Title: [Insert Tender Title]

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

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

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

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

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

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

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

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

Authorized Corporate Signatory Details:

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

Signature of Authorized Signatory: ________________________
Company / Agency Seal:

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

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

Date: [Insert Date of Submission]

To,
Senior Manager (Commercial & Contracts)
Odisha Coal and Power Limited
Site Office: Samanwaya Bhawan, Manoharpur Coal Mine
Vill-Sarbahal, Hemgir, Dist-Sundargarh
Pin-770013, Odisha

Subject: Declaration of No Blacklisting / Non-Debarment for Tender Participation
Tender Reference No: [Insert Tender/NIT Reference Number]
Tender Title: [Insert Tender/Work Title]

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

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

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

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

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

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

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

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

Authorized Signatory Details:

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

Signature of Authorized Signatory: ________________________
Company / Firm / Institutional Seal: [Affix Official Stamp Here]

15.6 APPENDIX-F: Performance Commitment & Project Execution Declaration

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

Date: [Insert Date of Submission]

To,
Senior Manager (Commercial & Contracts)
Odisha Coal and Power Limited
Site Office: Samanwaya Bhawan, Manoharpur Coal Mine
Vill-Sarbahal, Hemgir, Dist-Sundargarh
Pin-770013, Odisha

Subject: Binding Declaration for Project Mobilization, Execution Integrity, and Post-Award Performance Security Compliance.
Tender Reference No: [Insert Tender/NIT Reference Number]
Tender Title: [Insert Tender Title]

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

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

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

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

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

4. **Acceptance of L2 Risk, Cost, and Debarment Penalties:**
We explicitly agree that if we are declared the L1 bidder but refuse or fail to deposit the Contract Performance Security, fail to deposit the required APS (if applicable), fail to initiate project mobilization within the stipulated timelines, or fail to complete the work within stipulated timeline in the LOA/WO/Contract Agreement:

- Our Letter of Award (LOA) shall be terminated following provision of 16.11 immediately, and our Earnest Money Deposit (EMD) or Performance Security (as the case may be) shall be completely forfeited by the Owner.
- Pursuant to the **L2 Risk and Cost Clause (ITB Section 7.1)**, the Owner retains the absolute right to award the contract or balance scope of work to the L2 bidder or an alternative agency.
- We bind our firm to fully pay and indemnify OCPL for any incremental financial cost differences or damage differentials.
- Our firm shall face direct administrative action leading to a structural ban and debarment from participating in any future tenders floated by OCPL or the Government of Odisha for a minimum period determined by the Owner.

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

Authorized Corporate Signatory Details:

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

Signature of Authorized Signatory: ________________________
Company / Agency Seal: [Affix Stamp Here]

15.7 ANNEXURE A: BID SECURITY (BG)

FORM OF BID SECURITY

(Bank Guarantee for Bid Security)

Guarantee No. [*insert*]

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

WHEREAS

A. Odisha Coal and Power Limited, a company incorporated under the (Indian) Companies Act, 2013, with its registered office at Zone-A, Fourth Floor, Fortune Towers, Chandrasekharpur-751023, Bhubaneswar, Odisha(hereinafter referred to as the "**Owner**", which expression shall include its successors and permitted assigns) invited bids for **"[………………Insert Name of Services Here…………………………………]** and [*insert*], a company incorporated under the (Indian) Companies Act, 1956, with its registered office at [*insert*] (hereinafter referred to as the "**Bidder**", which expression shall include its successors) submitted its bid for executing the Services ("**Bid**").

B. The Bidder has agreed to furnish bid security in the form of an unconditional, irrevocable Bank Guarantee ("**Bid Security**") of Rs. ______________ (Rupees _____________________only) ("**Bid Security Amount**") with the submission of the Bid to the Owner.

C. The Bidder has approached the [*insert*] (hereinafter referred to as the "**Bank**") for issuance of the Bid Security and at the Bidder's request and for sufficient consideration the Bank has agreed to provide such guarantee.

NOW THE TERMS AND CONDITIONS of this Bid Security are:

1. Where applicable, the words and expressions used in this Bid Security shall have the meaning assigned to them in the Request for Proposal (**RFP**).

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

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

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

a) it has the power to execute, deliver and perform the terms and provisions of this Bid Security and has taken all necessary action(s) to authorise the execution, delivery and performance by it of this Bid Security;

b) the Bank has duly executed and delivered this Bid Security, and this Bid Security constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;

c) neither the execution, delivery or performance by the Bank of this Bid Security, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any law, statute, rule or regulations or any order, writ, injunction or decree of any court or governmental instrumentality; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bank is a party or by which it or any of its property or assets is bound; or (iii) violate any provision of the Bank's constituent documents;

d) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the date hereof), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorise, or is required in connection with: (i) the execution, delivery and performance of this Bid Security; or (ii) the legality, validity, binding effect or enforceability of this Bid Security; and

(e) this Bid Security will be enforceable when presented for payment to _______________[Name of the Issuing Bank].

10. If any one or more provisions contained in this Bid Security are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Bank shall enter into good faith negotiations with the Owner to replace the invalid, illegal or unenforceable provision.

11. All documents arising out of or in connection with this Bid Security shall be served:

    (i) Upon the Owner, at Odisha Coal and Power Limited, Zone-A, Fourth Floor, Fortune Towers, Chandrasekharpur-751023, Bhubaneswar, Odisha, India marked for the attention of General Manager (Commercial & Corporate Affairs.)

    (ii) Upon ________________ [Name and address of the Issuing Bank].

12. Any such demand, notice or communication shall be deemed to have been duly

    i. If delivered by hand, when left at the proper address for service;

    ii. If given or made by pre-paid registered post or facsimile transmission, when received.

13. The Owner and the Bank may change their respective nominated addresses for service of documents to another address in India but only by prior written notice to each other. All demands and notices must be in writing.

14. It shall not be necessary for the Owner to proceed against the Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Owner may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

15. This Bid Security shall be governed by and construed according to the laws for the time being in force in India and the Bank agrees to submit to the exclusive jurisdiction of the courts in India for the

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

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

17. Notwithstanding anything contained herein,

    (a) Our liability under this Bank Guarantee shall not exceed Rs__________________/- (Rupees__________________ only);

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

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

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

[NAME OF BANK]

[Name]

[Designation]

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

FORM OF BID SECURITY

(Insurance Surety Bond for Bid Security)

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

Insurance Surety Bond No. ....

Date...

To

Odisha Coal and Power Limited (OCPL),

Address:

Dear Sirs,

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

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

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto ....(@)........... If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s ....[Bidder's Name] .... on whose behalf this Insurance Surety Bond is issued.

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

....

(Signature)

....
(Name)

....
(Designation with Insurer Stamp)

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

NOTE:

1. (*) The amount shall be as specified in the RFP.

   (**) This shall be the date of opening of Techno-Commercial bids.

   (#) Complete mailing address of the Head Office of the Insurer to be given.

   (@) This date shall be (…… as per bid document) days after the last date for which the bid is valid.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/ Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

4. The Insurance Surety Bond should be on non-judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in RFP.

SECTION D: CONDITION OF CONTRACT

PART 1: GENERAL CONDITIONS OF CONTRACT (GCC)

16.1 Contract Price, Taxes & Duties

(i) Contract Price:

Based on complete scope of work (enclosed), the accepted Contract Price of Rs. ____________________/- (Rupees ___________ only) shall be inclusive of all direct and indirect taxes, duties, levies, cesses, and imposts imposed by Central, State, or Local Authorities and operational cost except Goods and Services Tax (GST). No extra claims shall be entertained by OCPL.

(ii) GST Reimbursement Rules:

a) **Payment at Actuals:** GST shall be paid at prevailing statutory rates over and above the contract value. This payment is strictly contingent upon the submission of a valid, itemized tax invoice displaying the correct SAC code.

b) **Input Tax Credit (ITC) Protection:** In line with Clause 16.1, the release of the GST component is tied directly to the Agency filing their GSTR-1 return. If the invoice fails to reflect in OCPL's GSTR-2B statement due to a default by the Agency, the tax component shall be withheld from the current or subsequent phase payments.

(iii) Tax Deduction at Source (TDS):

a) **Income Tax TDS:** Income Tax TDS under Income Tax Act shall be deducted from every bill at the prevailing statutory rates.

b) **GST TDS:** Statutory GST TDS (if applicable under the Odisha GST/CGST rules for public sector entities) shall be deducted at source from the taxable value of the bills.

(iv) Statutory Variation Safeguard:

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

16.2 QUANTITY VARIATION AND TIME EXTENSION

16.2.1 Quantity Variation:

a) **Provisional Quantities:** The quantities specified in the Tender are provisional and indicative only, and are subject to change based on actual site requirements during the execution of the Works.

b) **Execution and Approvals:** Any variation in quantities shall be technically evaluated and recommended by the Engineer-in-Charge (EIC). The final authority to formally grant or reject the Quantity Variation rests with the Chief Executive Officer (CEO), OCPL, or any other designated Competent Authority of the Owner.

c) **Commercial Terms:** All varied quantities shall be executed strictly at the same rates, terms, and conditions as specified in the original awarded Contract.

d) **Agency Undertaking:** The execution of any varied quantities shall be subject to the submission of a formal, written undertaking by the Agency accepting the original contract terms for such variations.

16.2.2 Time Extension and Hindrance Register Process:

a) **Maintenance of Register:** A Hindrance Register **(Annexure-H)** must be diligently maintained jointly by both parties from the formal date of commencement of work to record all project bottlenecks, delayed approvals, or statutory gridlocks.

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

c) **Application of Liquidated Damages:** If the delay in completing the scope of work (enclosed) is due to default, negligence, or under-performance by the Agency, no time extension shall be granted without the levy of Liquidated Damages, applied strictly in accordance with **Clause 16.8**.

d) **Approving Authority:** The Time Extension shall be formally reviewed and processed based on the Records of Hindrance Register and Technical Evaluations and Recommendations of the EIC. The final authority to grant or reject the request rests with the Chief Executive Officer (CEO), OCPL, or any other designated Competent Authority of the Owner.

16.3 SUBLETTING AND SUBCONTRACTING RESTRICTIONS

a) **Absolute Restriction on Assignment:** The Agency shall not sublet, transfer, or assign the full contract or any part of the work to any third-party agency without obtaining prior explicit written approval from the EIC.

b) **Consequences of Unauthorized Subletting:** If at any stage of the assignment, it is discovered that the Agency has sublet, transferred, or assigned any portion of the scope of work to an unapproved agency:

1 **Termination:** OCPL reserves the absolute right to terminate the contract.

2 **Default Liabilities:** Such termination shall be treated strictly as a Termination for Default under **Clause 16.6.1**.

3 **Financial Penalties:** The Performance Security shall be forfeited, and the remaining scope of work shall be executed through the L2 bidder or a third-party agency at the sole Risk and Cost of the Agency under **Clause 16.7**.

16.4 INDEMNITY, CONFIDENTIALITY, AND PROPRIETARY RIGHTS

16.4.1 Comprehensive Indemnity:

a) **Workmen Liabilities:** The Agency is fully responsible for its staff and personnel. The Agency shall indemnify and hold the Owner harmless against all claims, losses, costs, or liabilities arising from any accident, injury, or fatality suffered by the Agency's workmen, employees, or subcontractors at the project site.

b) **Compliance & Third-Party Claims:** The Agency shall indemnify the Owner against all financial penalties, legal actions, or statutory damages arising from the Agency's failure to maintain valid licenses, breach of lab or regulations, or infringement of third-party intellectual property rights.

c) **Statutory Insurance:** The Agency must maintain all required statutory insurance policies (such as ESIC/Workmen's Compensation Insurance and Public Liability Insurance) for its teams entirely at its own expense.

16.4.2 Non-Disclosure and Confidentiality:

a) **Definition of Confidential Information:** All data, plans, records, survey findings, and correspondence provided by the Owner, or generated by the Agency during the execution of this contract, shall be treated as strictly confidential.

b) **Restriction on Use:** The Agency and its subcontractors shall not disclose, copy, publish, or distribute any part of this project information to any third party, media house, or public platform without prior written authorization from the Owner.

c) **Permitted Disclosure:** Disclosure of information is permitted only to authorized regulatory bodies and government portals strictly for the purpose of securing mandatory project clearances and approvals.

d) **Survival Period:** This confidentiality restriction is absolute and shall remain legally binding on the Agency for a period of five (5) years **or for such longer period as may be required under applicable laws or any future change of law governing Confidentiality** after the completion or termination of this contract. Provided, however, that with respect to any Confidential Information constituting trade secrets, proprietary software, or intellectual property, the Agency's obligations of confidentiality shall survive indefinitely.

16.4.3 Proprietary and Intellectual Property Rights (IPR):

a) **Absolute Ownership:** All data, charts, models, reports, survey sheets, and application packages compiled or generated under this contract belong exclusively to the Owner.

b) **Transfer of Source Files:** Upon completion of contract or upon contract termination, the Agency must hand over all final deliverables and editable source files (including documents, files, and spreadsheets) to the Owner.

c) **Restriction on Re-use:** The Agency has no proprietary right or lien over these documents. The Agency is strictly prohibited from using, repurposing, or replicating the compiled project data for any other client, tender, or external assignment.

16.5 PERFORMANCE SECURITY CONDITIONS:

Conditions for Appropriation and Forfeiture: The Owner reserves the absolute right to forfeit, encash, or appropriate the Performance Security, either in full or in part, under any of the following defaults by the Agency:

a) **Non-Performance of Services:** Failure of the Agency to commence, execute, or complete the assignment, or to meet the timelines specified in the contract.

b) **Statutory Non-Compliance:** Failure to maintain the valid licenses, permits, statutory compliance, or insurance policies necessary to legally perform the services.

c) **Quality and Service Failures:** Continued failure to rectify rejected works/deliverables, unapproved equipment/machinery/vehicle, or substandard works/services within the given deadline.

d) **Project Abandonment:** Unauthorized mid-way suspension, stoppage, or complete abandonment of the assigned work by Agency.

e) **Unauthorized Subcontracting:** Assigning, subletting, or subcontracting any part of the core services without the prior written approval of the Owner.

f) **Breach of Core Terms:** Any violation of material contract conditions, including breaches of data confidentiality, safety protocols, or ethical standards.

g) **Recovery of Losses:** To recover any outstanding financial penalties, liquidated damages, or extra expenses incurred by the Owner under the Risk and Cost Clause 16.12.

16.6 TERMINATION CLAUSE

16.6.1 Termination for Default:

The Owner reserves the right to terminate this Contract, in whole or in part, in the event of non-performance, substandard performance, delay in deliverables, or any material breach of the terms and conditions by the Agency. Prior to termination, the Owner shall issue a seven (7) days' written notice to cure the default. If the Agency fails to rectify the breach within the stipulated period, the Owner shall issue a formal notice of termination. Upon issuance of the termination notice, the following closeout procedures shall be strictly executed:

a) **Immediate Cessation of Work:** The Agency shall immediately cease all further work, services, and operational activities under this Contract.

b) **Assessment of Completed Work:** The Engineer-in-Charge (EIC) and the Agency shall jointly evaluate the milestones successfully achieved and services completed up to the date of termination within fifteen (15) days of formal termination. Should the Agency fail to attend this scheduled assessment, the evaluation recorded unilaterally by the EIC shall be deemed final, conclusive, and legally binding.

c) **Handover of Data and Deliverables:** The Agency shall promptly hand over all data, reports, records, and deliverables generated under this Contract to the EIC in both editable digital formats and hard copies.

d) **Final Invoicing and Settlement:** The Agency shall submit its final invoice based strictly on the works or services officially approved and accepted by the EIC up to the termination date. All pending monthly, progressive, or milestone bills, as well as the final bill amount, shall be withheld by the Owner, and the Performance Security shall be forfeited upon default termination.

e) **Work Reassignment:** The Owner reserves the right to assign the remaining balance of the Scope of Work to an alternative vendor entirely at the risk and cost of the Agency, pursuant to the **Risk and Cost Clause 16.7**.

16.6.2 Termination for Convenience:

The Owner reserves the right to terminate this Contract at any time for its convenience by serving a seven (7) days' written notice to the Agency. The reason for termination may be shared if it is not confidential. Upon the effective date of termination, the following financial settlement rules shall apply:

a) **Work Assessment:** The Agency shall immediately stop all work/services. The Engineer-in-Charge (EIC) and the Agency shall jointly evaluate the works/services and deliverables completed up to the termination date within fifteen (15) days of formal termination. If the Agency fails to attend this scheduled assessment, the evaluation recorded unilaterally by the EIC shall be final and legally binding.

b) **Approved Payments:** The Owner shall release payments only for the value of the completed and accepted deliverables as approved by the EIC, based strictly on the agreed contract rates.

c) **Exclusions:** The Agency shall not be entitled to receive any compensation, anticipated profits, unearned overheads, or damages for the unexecuted portions of the Scope of Work.

16.7 RISK AND COST

a) **Appointment of Alternative Agency:** In the event of Contract termination due to default by the Agency pursuant to Clause 16.6, the Owner reserves the right to execute the remaining unexecuted Scope of Work through the L2 Bidder or any other alternative agency selected at the Owner's sole discretion.

b) **Determination of Alternate Agency:**

   i. **First Right of Refusal to the L2 Bidder:** Following default termination under **Clause 16.6.1**, the Owner shall first formally offer the balance unexecuted scope of work to the L2 bidder from the original tendering process, conditional upon the L2 bidder agreeing to execute and complete the remaining works strictly at their originally quoted L2 rates.

   ii. **Alternative Selection Upon L2 Rejection:** If the L2 bidder explicitly rejects the offer or fails to respond within seven (7) days, the Owner shall select a replacement contractor through a fresh, suitable tendering process or alternative tendering method executed strictly in accordance with the policies of the Owner.

c) **Agency Risk and Cost Indemnity:** All such balance scope of works shall be performed at the sole risk, cost, and responsibility of the original Agency (L1 Bidder). The Agency shall indemnify and hold the Owner harmless against any loss, damage, or inflation in Service Charges resulted from agency's default.

d) **Financial Settlement and Recovery of Additional Costs:**

   i. **Definition:** Additional Cost refers to the net expense exceeding the original contract awarded contract price of L1 Bidder, Administrative and Re-Tendering Cost and Liquidated Damages.

   ii. **Withholding Payments:** The Owner shall withhold all pending payments until the balance works are completed by the alternative agency and the final risk and cost liability is calculated.

   iii. **Primary Recovery:** Excess costs for completing the balance Scope of Work shall be deducted from the Agency's Performance Security.

   iv. **Secondary Recovery:** Remaining financial balances shall be recovered from any other pending dues or the processed bills owed to the Agency across any other contract with the Owner.

   v. **Legal Recourse:** If total recovery costs exceed the Performance Security and pending bills, the shortfall shall be recovered from the Agency in accordance with applicable laws.

e) **Limitations of Liability and Scope:**

   i. **Limitation of Scope:** The right of the Owner to assign balance scope of work to a third party at the risk and cost of the Agency shall be strictly restricted to the total and technical specifications originally defined in scope work under this RFP.

   ii. **Consequential Financial Liabilities:** The total financial liability of the Agency under a Risk and Cost execution shall include:

      1 The net positive difference between the third-party work execution cost and the original contract price.

      2 The standard cost of administrative and tendering shall be **Rs 1 Lakh**. If there is further increase in such cost due to extensions of tender or any other reason, the owner will submit justification with proof to the Contractor.

      3 Applicable Liquidated Damage:

         (i) The delay clock does not stop at contract termination. Liquidated damages will run continuously from the original contract deadline until the replacement agency fully completes and certifies the remaining work.

(ii) Any mobilization time or extensions given to the replacement agency—provided they are not due to the default of the replacement agency—count as a continuous delay and will be charged to the original Agency's account. However, if the replacement agency defaults on the contract and the Owner freezes the default of the replacement agency, the delay liability of the original Agency shall strictly freeze on such default date of Replacement Agency.

(iii) If the accumulated delay causes the baseline LD ceiling cap to be exhausted or diluted, the Owner reserves the right to claim and recover unliquidated damages. These damages shall be evaluated and enforced based on documentary evidence of actual losses, including certified project revenue losses, extra oversight fees and government fines, where applicable**.**

16.8 LIQUIDATED DAMAGES (LD) FOR DELAY:

a) **Timeline Obligation:** Time is of the essence for this Contract. The Agency must complete the full Scope of Work and deliverables within the explicit timelines specified in the Special Conditions of Contract.

b) **Rate of Deduction and Ceiling:** If the Agency fails to meet a milestone due to its own default, negligence, or poor performance, Liquidated Damages (LD) shall be levied at the rate of **1% of the total Contract value** for every week of delay or part thereof. The maximum cumulative amount of LD shall be strictly capped at **10% of the total Contract value**.

c) **Methodology for Recovery:** The calculated LD shall be directly deducted from any progressive, phase, or milestone invoices, or the Performance Security. If the penalty cannot be fully recovered from available dues or the security deposit, the shortfall shall be recovered from the Agency through legal recourse.

d) **Deemed Termination Upon Expiry:** If the contract period expires and a formal, written time extension has not been officially approved and issued by the Owner, the contract shall automatically be deemed terminated. Upon such deemed termination, all closeout provisions under the **Termination for Default Clause no. 16.6.1** and the **Risk and Cost Clause 16.7** shall apply.

e) **Termination Triggers and Discretionary Cancellation:** Reaching the maximum 10% LD cap, or continuous negligent delays, shall be treated as a material breach allowing the Owner to terminate the contract under the **Termination for Default Clause 16.6.1** and invoke the **Risk and Cost Clause 16.7**. Furthermore, during any approved extension period where LD is being levied, the Owner reserves the right, at its sole discretion, to terminate the contract at any time if the Agency commits repeated defaults regarding project progress or work quality.

f) **Post-Cap Discretionary Extension and Rate Negotiation:** The Owner may allow the Agency to continue execution past the 10% LD cap under a formal written extension if required for the project. **Any such extension shall be issued strictly without prejudice to any other rights, remedies, or recourses available to the Owner under this Contract or applicable law.** Apart from levying the maximum capped LD, the Owner reserves the right to renegotiate terms and condition of existing contract. If the Agency rejects the newly negotiated terms and condition or mutual consent is not arrived, the Owner shall immediately enforce contract termination under sub-clause (e).

16.9 Conflict of Interest

a) **General Obligation:** The Agency shall provide professional, objective, and impartial services, holding the Owner's interest's paramount at all times. The Agency must strictly avoid any conflict with other assignments or its own corporate and personal interests.

b) **Employee and Relationship Restrictions:** The Agency certifies that no employee, director, or partner of its firm has any direct or indirect personal or financial relationship with the Owner's staff involved in the procurement or monitoring of this Contract.

c) **Disclosure Requirement:** If any potential or actual conflict of interest arises during the contract duration, the Agency must immediately disclose it to the Engineer-in-Charge (EIC) in writing.

d) **Remedy for Breach:** Any concealment or breach of this clause shall be treated as a material breach of contract, empowering the Owner to immediately terminate the agreement under the Termination for Default **Clause 16.**6 and forfeit the Performance Security.

16.10 Data Integrity and Accuracy of Deliverables

a) **Guarantee of Accuracy:** The Agency shall be entirely responsible for the accuracy, completeness, and reliability of all data, field measurements, log sheets, reports, deliverables and bills prepared or submitted under this Contract.

b) **Rectification of Errors:** If any error, discrepancy, or omission is discovered in the data or reports submitted by the Agency, the Agency shall immediately rectify the deficiency at its own cost and risk, upon receiving notice from the Engineer-in-Charge (EIC).

c) **Consequences of Material Errors:** If inaccurate data leads to regulatory rejections, incorrect billing, or financial loss to the Owner, such inaccuracies shall be treated as a material breach. The Owner reserves the right to levy penalties, withhold pending payments, or in severe case may terminate the contract and execute the work under the Risk and Cost Clause 16.7.

d) **Survival of Responsibility:** The Agency's liability for the accuracy, validity, and completeness of all submitted data, invoices, billing records, and technical reports shall remain absolute and survive for a period of **five (5) years** following the expiry, completion, or termination of this Contract, **or for such longer period as may be required under applicable laws or any future change of law governing statutory audits, tax assessments, or data retention.** The Owner reserves the right to audit these records and recover any financial losses, overpayments, government fines, or statutory penalties (including GST-related impacts) caused by inaccurate or misrepresented data at any time during this survival period, notwithstanding the final settlement of bills or formal closure of the contract.

16.11 Compliance with Statutory Laws and Regulations

a) **Absolute Compliance:** The Agency must execute all services in strict compliance with all applicable local, state, and national laws, regulations, ordinances, and municipal rules throughout the contract duration.

b) **Licenses and Permits:** The Agency shall secure and maintain all valid licenses, clearances, registrations, and permits required to legally run its operations (including but not limited to labour, transport, health, and tax registrations) entirely at its own cost.

c) **Labour and Wage Compliance:** The Agency must strictly abide by all prevailing labour laws, including minimum wage rules, working hours, safety regulations, and statutory contributions like EPF, ESI and other applicable statutory. The Agency shall maintain proper registers to prove compliance.

d) **Mandatory Onboarding and Documentation:** Prior to the commencement of work**,** the Agency shall immediately consult and obtain the exhaustive list of required statutory documents, clearances, registrations, permits, and licenses related to labour, staff and vehicle etc. (as applicable) directly from the **HR Department of the Owner**. The Agency shall compile, submit, and maintain all such validated records without default throughout the contract period or any subsequent extension.

e) **Mandatory HR Clearance for Payouts:** The Agency must obtain a formal clearance certificate from the **HR Department of the Owner** for every progressive, monthly Running Account (RA), milestone, and final bill submission. This clearance serves as proof of continuous statutory compliance. No payment shall be released by the finance department under any circumstances without this valid HR clearance.

f) **Penalty and Indemnity:** Any penalty, fine, or legal action taken by government authorities due to the Agency's non-compliance shall be handled and settled by the Agency entirely at its own cost. The Agency shall fully indemnify the Owner against any third-party claims or operational losses arising from such failures.

16.12 INTEGRITY COMMITMENT:

a) **Commitment to Clean Procurement:** The Agency shall observe the highest standards of ethics during the execution of this contract. The Agency, its staff, or agents shall not engage in any corrupt, fraudulent, collusive, coercive, or obstructive practices to expedite/compromise the quality of works/services or processing of files/bills in the owner office or any Govt. or Statutory Department.

b) **Consequence of Violation:** If it is found that the Agency has engaged in unethical or corrupt practices to expedite/compromise the quality of works/services or processing of bills/files in the owner office or any Govt. or Statutory Department:

   1 The contract shall be terminated following **clause no. 16.6** and remaining scope shall be awarded to Third Party Agency at the Agency's Risk and Cost (See Clause 16.7).

   2 And processed for blacklisted/debarred from participating in any future tenders of OCPL for a minimum period of three (3) years.

16.13 FORCE MAJEURE

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

   1 Acts of God, natural disasters, severe floods, fires, earthquakes, or epidemics.

   2 Acts of war, terrorism, rebellion, sabotage, civil unrest, riots, or major strikes.

   3 Expropriation or confiscation of facilities by state authorities.

   4 Compliance with any new, unexpected statutory orders, lockdown, restrictions, or emergency decrees issued by governmental authorities.

   5 Unreasonable delay or non-receipt of any applicable prior statutory/regulatory approval from statutory or government bodies, provided the Agency has uploaded flawless

applications, submitted error-free technical responses, and logged the bottleneck within the Hindrance Register (Clause 16.2.2) in a timely manner.

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

c) **Mitigation of Delay:** Upon the invocation of this clause, the contract clock shall be frozen via the Hindrance Register. Both parties shall take all reasonable steps to minimize delays and resume as soon as the Force Majeure condition ceases to exist.

d) **Mutual Closure of Contract:** In the event that the Force Majeure condition continues uninterrupted beyond ninety (90) days, or as decided by mutual consent of both parties, the project timeline shall be deemed unviable. Under such circumstances, the Owner and the Agency shall mutually close the contract without any further financial liability, penalty, or damage claims on either side. However, such mutual closure shall not waive, release, or absolve the Agency from any liability, penalty, or default committed under the contract prior to the occurrence of the Force Majeure event.

e) **Financial Settlement Upon Closure:** In case of mutual closure due to an extended Force Majeure event, the financial settlement shall be governed strictly by the valuation rules outlined under Termination for Convenience (Clause 16.6.2). The Agency shall be paid only for the specific works or phases or milestone successfully completed, accepted, and certified by the EIC up to the formal date of the Force Majeure invocation. However, any financial recovery, liquidated damages, or penalties arising from a default committed by the Agency prior to the Force Majeure event shall be strictly deducted from this final settlement.

16.14 SAFETY, HEALTH, ENVIRONMENT:

a) **SOP Approval, and Adherence:** The Contractor shall submit the detailed Safety, Health, and Environment (SHE) Standard Operating Procedure (SOP) for the scope of work to the Engineer-in-Charge (EIC) for formal approval prior to the commencement of any site activities. Once approved, this SOP shall be strictly followed and maintained by the Agency for the entire life of the contract.

b) **Compliance with Protocols and Work Permit System:** The Agency shall ensure that all staff strictly abide by the safety, occupational health, and environmental rules, regulations, and standard operating procedures (SOPs) agreed by the Owner. A comprehensive Work Permit system shall be established at the site, and the Agency must obtain a valid work permit from the EIC or its authorized personnel before the commencement of any work.

c) **Mandatory PPE and Medical Fitness:** All site personnel must wear appropriate Personal Protective Equipment (PPE)—including safety helmets, high-visibility vests, safety shoes, and respirators etc. as applicable —provided entirely at the Agency's own cost. The Agency shall also ensure all deployed personnel are medically fit for duty and undergo regular health screenings.

d) **SHE Penalty Schedule:** The Owner reserves the right to suspend activities or bar non-compliant personnel from the site. Financial penalties shall be levied strictly in accordance with the following schedule:

1 **Minor Default** (e.g., failure to wear PPE, improper waste disposal, poor hygiene practices): ₹5,000 per instance.

2 **Major Default** (e.g., operating equipment without authorization, working under the influence

of substances, ignoring environmental/health hazards): ₹20,000 per instance.

3 **Critical Default** (e.g., failure to report a contagious outbreak or incident, accident (any type) actions causing an injury or environmental spill, bypassing critical safety interlocks): ₹50,000 per instance.

4 **Repeat Violations:** The penalty amount shall double for the second and subsequent occurrences of the same default.

e) **Indemnification and Cost Responsibility:** The Agency shall fully indemnify, defend, and hold harmless the Owner from all claims, liabilities, losses, damages, medical expenses, or costs arising out of any safety default, occupational health failure, environmental damage, non-compliance, or site accident caused by the Agency's personnel. The Agency shall handle, resolve, and remedy all such defaults, accidents, and associated liabilities entirely at its own cost.

16.15 SEVERABILITY:

If any specific clause, sub-clause, word, or sentence of this Contract is declared null, void, illegal, or unenforceable by a court of competent jurisdiction or statutory authority, such invalidity shall not affect the rest of the agreement. The remaining terms and conditions of this Contract shall continue to be valid, operative, and fully enforceable against both parties.

16.16 ORDER PRECEDENCE (CONFLICT OF CLAUSES)

16.16.1 Absolute Hierarchy of Contract Documents: In the event of any ambiguity, discrepancy, contradiction, or conflict between the various documents forming this Contract, the documents shall be interpreted, construed, and enforced strictly in accordance with the following descending order of precedence:

1. The formal Contract Agreement / Work Order/Letter of Award.
2. The official Letter of Intent (LoI) issued by the Owner.
3. Post-bid clarifications/negotiation, official Minutes of Meetings (MoMs) on commercial or technical terms, and final corrigenda issued prior to award of contract or signing.
4. Official Pre-bid clarifications, responses to pre-bid queries, and initial tender addenda issued during the bidding phase.
5. **Project-Specific Custom Documents:** The Special Conditions of Contract (SCC), the detailed Scope of Work (SOW), and the approved Technical Specifications, the priced Bill of Quantities (BOQ) / price schedules. All documents within this specific tier hold equal authority and must be read in conjunction with one another; if an internal conflict arises between them, the rule under Clause 16.16.2 shall apply.
6. The General Conditions of Contract (GCC).
7. The Contractor’s original commercial and technical bid submittals.

16.16.2 Resolution of Internal Contradictions:

a) **Contextual Resolution:** If an internal conflict or contradiction is discovered between clauses within the same document (e.g., two conflicting rules within the GCC), the specific clause that imposes a more stringent technical requirement, a higher quality standard, or provides a superior financial protection or recovery right to the Owner shall take absolute precedence over the more general clause.

b) **Reference to the EIC:** Any ambiguity or conflict between drawings, technical specifications, and the BOQ shall be immediately referred by the Contractor to the EIC in writing. The EIC shall review the discrepancy and issue a formal clarification or administrative directive within seven (7) calendar days. The decision and interpretation issued by the EIC shall be final, conclusive, and legally binding upon the Contractor.

c) **No Unauthorized Deviation:** The Contractor shall not take advantage of any clerical errors, omissions, or ambiguities in the contract documents. No physical work or material procurement shall be executed on an ambiguous front until the EIC issues a formal clarification, and any unauthorized deviation executed by the Contractor shall be rectified entirely at its own cost and consequence.

16.17 FINAL BILL SUBMISSION AND CONTRACT CLOSURE:

To claim the final payment and close the contract, the Contractor must submit the **Final Bill** to the Owner. This submission must include the following mandatory documents:

a) **Service Completion Certificate:** The official certificate obtained from the Engineer-in-Charge (EIC) confirming all milestones and deliverables are complete.

b) **No Claim Certificate (NCC):** A signed declaration confirming the Contractor has no further financial claims against the Owner. Format enclosed as **Annexure-C-1**

c) **Indemnity Bond:** A legal document protecting the Owner from any future liabilities or third-party claims arising from the services. Format enclosed as **Annexure-C-2**

d) **Supporting Documents & Deliverables:** All final reports, data logs, and proof of work required under the contract.

16.18 SURVIVAL OF TERMS

Both parties explicitly agree that those clauses whose core purpose requires them to operate beyond the lifecycle of the project shall completely survive the contract closure, expiry, termination, or convenience closeout of this Contract. Surviving provisions include, but are not limited to, the Liquidated Damages dynamic re-computations and unliquidated loss extractions under Clause 16.8; the financial settlement hierarchy and recovery metrics under the Risk and Cost Protocol (Clause 16.7); the comprehensive third-party, statutory, and proprietary under Clause 16.4 and Defect Liability/Warranties/Service Guarantees (If applicable under Special Condition of Contract.

16.19 DISPUTE RESOLUTION:

16.19.1 Amicable & Mutual Settlement:

Any dispute, difference, or grievance arising out of this Contract shall be resolved in the first instance through mutual negotiations and amicable discussions between the designated representatives of both parties.

16.19.2 Administrative Decision:

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

16.19.3 Arbitration Proceedings

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

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

16.19.4 Venue, Language, and Jurisdiction:

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

16.19.5 Continuance of Services:

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

16.20 APPLICABILITY AND SEVERABILITY:

- **16.23.1 Scope of Application:**
  This General Conditions of Contract (GCC) is universally applicable to all Bill of Quantities (BOQ)/Lump sum/Milestone based contracts. This includes **Civil Works, Electrical Installations, Mechanical Installations**, **Services and Non Consultancy Services** executed by the Owner.
- **16.23.2 Selective Applicability of Clauses:**
  If a specific clause within this GCC is technically irrelevant or non-applicable to the distinct physical scope of a particular project, that clause shall automatically be deemed non-applicable for that specific contract. However, the remaining clauses of this GCC shall stay fully active, binding, and enforceable upon both parties without any dilution or invalidation.

ANNEXURE-C-1: FORMAT FOR NO CLAIM CERTIFICATE

(To be submitted by the Service Provider *on its official business letterhead along with the Final Bill)*

Date: [DD/MM/YYYY]

To,

The Engineer-In-Charge

Odisha Coal and Power Limited (OCPL)

[Insert Relevant Office Address]

Subject: No Claim Certificate for Closure of Service Contract – Reg.

Ref:

1. Name of Work: ____
2. Tender/NIT/RFP Reference No: ____
3. Letter of Award (LOA) / Contract Agreement No: _________________ Dated: [DD/MM/YYYY].

Dear Sir,

1. We, M/s. [Insert Full Name of the Service Provider], have successfully completed all services and deliverables mandated under the referenced Service Contract/Letter of Award.

2. This Certificate is submitted along with our Final Bill in accordance with the provisions of the General Conditions of Contract (GCC). We certify that upon payment of this Final Bill, all dues for the execution of services under this contract stand reviewed, verified, and settled, subject only to standard final reconciliation, recoveries on account of default under the contract, and statutory recoveries by the Owner.

3. We solemnly declare that we have no further financial or operational claims, disputes, grievances, or demands outstanding against Odisha Coal and Power Limited (OCPL) arising out of or in connection with the referenced contract. We hereby waive all rights to raise any claims, bills, variations, overheads, or interests at any point in the future.

4. Consistent with the finality of claims declared under Clause 3 above, it is mutually agreed and

understood that the specific security deposit, retention money, or performance balances retained for the fulfilment of contract Warranty obligations and the Defect Liability Period (DLP) (wherever applicable under the contract terms) shall remain with the Owner. These balances shall be released only after satisfactory completion of such periods as per contract terms.

5. Subject to the release of the final bill payment and the retention balances mentioned in Clause 4 (wherever applicable), we hereby unconditionally discharge and release OCPL from all administrative, financial, and legal liabilities under this contract. This constitutes a complete, final, and permanent closing of the contractual relationship between both parties.

Thanking you.

Yours faithfully,
For and on behalf of the Service Provider: ______________________________________

(Authorized Signatory's Physical Signature & Stamp)
Name of the Person: ____
Designation: ____
Power of Attorney Ref No & Date: ___________________________________

ANNEXURE-C-2: FORMAT FOR INDEMNITY BOND

(To be executed on a non-judicial stamp paper of appropriate value as per the Indian Stamp Act, 1899 and duly notarized, to be submitted along with the Final Bill)

This INDEMNITY BOND is executed on this _____ day of _________*, 20*,

BY:

M/s. ____, a company/ proprietorship / partnership firm registered under the laws of India, having its registered / principal office at ____ (hereinafter referred to as the "Obligor" or "Service Provider", which expression shall include its successors, administrators, and permitted assigns);

IN FAVOUR OF:

M/s. Odisha Coal and Power Limited (OCPL), a Government of Odisha company, having its Corporate Office at Zone-A, Ground Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar - 751023, Odisha and its site offices (hereinafter referred to as the "Owner" or "OCPL", which expression shall include its successors, administrators, and assigns).

WHEREAS:

A. The Owner awarded a Service Contract to the Service Provider vide Letter of Award (LOA) / Service Order / Contract Agreement No: ______________________________________ Dated: [DD/MM/YYYY] for the work of "____" (hereinafter referred to as the "Contract").

B. The Service Provider has completed the services under the Contract and has submitted its Final Bill to the Owner for processing and final financial closure of the Contract.

C. In terms of the General Conditions of Contract (GCC), the Service Provider is required to furnish an Indemnity Bond along with the Final Bill to safeguard the Owner against any future third-party claims, labour disputes, statutory non-compliances, or financial liabilities arising out of the execution of the Contract.

NOW, THEREFORE, THIS BOND WITNESSETH AS FOLLOWS:

1. The Service Provider hereby unconditionally and irrevocably agrees to indemnify, defend, and hold harmless OCPL, its directors, officers, employees, and the Engineer-In-Charge from and against any losses, liabilities, claims, actions, suits, demands, damages, costs, and expenses suffered or incurred by OCPL due to any act, omission, negligence, or default of the Service Provider during the execution of the Contract.
2. The Service Provider explicitly declares that it has paid all wages, allowances, bonuses, overtime, and dues to its workmen, supervisors, personnel, and sub-contractors deployed for the execution of the Contract. The Service Provider agrees to indemnify OCPL against any

claims, disputes, or cases raised by any personnel or labor unions before any Labor Courts, Industrial Tribunals, or Conciliation Authorities under applicable labour legislations.

3. The Service Provider certifies that it has fully complied with all statutory regulations during the tenure of the Contract. The Service Provider hereby indemnifies OCPL against any penalties, interests, damages, or liabilities imposed by statutory authorities due to non-compliance or short-remittance of Employees' Provident Fund (EPF), Employees' State Insurance (ESI), Goods and Services Tax (GST), or any other direct/indirect central or state statutory taxes, duties, and levies applicable to services.

4. The Service Provider guarantees that the execution of services did not cause uncompensated harm, damage, or infringement to any third party. The Service Provider indemnifies OCPL against all claims arising out of accidents, fatal or non-fatal injuries, or occupational health hazards caused to any personnel at the site, damage caused to public or private properties, or infringement of any intellectual property rights of third parties during the execution of services.

5. The Service Provider agrees that if OCPL is compelled to pay any money, compensation, or penalty to any court, tribunal, statutory authority, or third party due to the Service Provider's failures, OCPL shall have the absolute right to recover such amounts directly from the Service Provider's pending bills, retention monies, security deposits, or bank guarantees, or through appropriate legal recovery proceedings.

6. This Indemnity Bond is executed and submitted along with the Final Bill. It is explicitly agreed that the legal validity, liabilities, and obligations under this Bond shall actively survive during the entire currency of the Warranty obligations and Defect Liability Period (DLP) (wherever applicable under the contract terms), and shall continue to remain in full force and effect indefinitely after the expiration of such periods or upon financial closure of the contract to cover any latent third-party claims or past contractual/statutory compliance failures.

IN WITNESS WHEREOF, the Service Provider has executed this Indemnity Bond through its authorized representative on the day, month, and year first written above.

Yours faithfully,

For and on behalf of the Obligor/ Service Provider: ____

(Authorized Signatory's Physical Signature & Stamp)

Name of the Person: ____

Designation: ____

Power of Attorney / Board Resolution Ref No & Date: ____________________________________

ANNEXURE-H: FORMAT PROJECT HINDRANCE REGISTER

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

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

Register Ledger Table (Clause 17.8)

Col 1	Col 2	Col 3	Col 4	Col 5	Col 6	Col 7
Sl. No.	**Date & Time of Commencement of Hindrance**	**Nature / Type of Hindrance** *(Select from approved list below)*	**Detailed Description of Hindrance** *(Include location, vehicle nos., or specific facility issue)*	**Date & Time of Resolution of Hindrance**	**Total Net Delay / Disruption** *(Days / Hours / Minutes)*	**Signature of Contractor's Representative (SPOC)**

Col 8	Col 9	Col 10	Col 11
Signature of Engineer-in-Charge (EIC)	**Is Delay Overlapping with Previous Hindrance?** *(Yes / No)*	**EIC Remarks / Category** *(Excusable / Non-Excusable)*	**Counter-Signature of Competent Authority** *(If required for final extension/reconciliation)*

Approved Nature of Hindrances (Drop-down / Reference Codes):

To ensure uniformity in tracking, entries in **Column 3** should ideally map to these scope-specific categories:

- **H1: Weather / Force Majeure** (e.g., Heavy rain, flooding making Kiripsira Pit inaccessible).
- **H2: Facility Breakdown** (e.g., Sundargarh Municipality disposal site closed or weighbridge offline).
- **H3: Administrative / Law & Order** (e.g., Public protests, local road closures, VIP movement restrictions).
- **H4: Contractor Internal (Non-Excusable)** (e.g., Vehicle breakdowns, driver absenteeism, lack of fuel/PPE).

<u>Part C: Standard Verification Script for EOT Proposals</u>

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

OFFICIAL CLOSURE & VERIFICATION DEED

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

Signature of Contractor's Signatory: __________________________
Signature of Owner's Engineer-in-Charge: _____________________
Date of Joint Verification: [DD/MM/YYYY]: _____________________

PART 2: SPECIAL CONDITIONS OF CONTRACT (SCC)

17.1 TIME SCHEDULE:

17.1.1 Contract Period

The Contract shall remain in force for a fixed period of **one (1) year** (the "Contract Period") excluding 7 days mobilisation.

17.2 TERMS OF PAYMENT

17.2.1 Running Account (RA) Monthly Payment Schedule:

a) **Billing Frequency:** Monthly basis (for 1-year contract period).

b) **Submission Timeline:** The Contractor shall submit the RA Bill by the **5th day of the succeeding month** along with all mandatory enclosures as follows: -

1. **Logbook & Trip Sheets:** Certified copies showing vehicle numbers, loading times at Kiripsira Pit, and unloading times at Sundargarh Municipality facility.
2. **Facility Acknowledgement:** Digital or Manual slips/acknowledgement receipts signed by the authorized representative at the Solid Waste Management Centre of Sundargarh Municipality.

c) **Payment Basis:** As per the **actual number of trips successfully completed and verified** at the solid waste management facility of Sundargarh Municipality.

17.2.3 Invoicing and Payment Processing:

a) **Bill Submission:** Tax Invoices shall be raised and submitted in duplicate (two hard copies) directly to the EIC. Each invoice must be accompanied by the mandatory supporting deliverables of that phase and a copy of the cleared Hindrance Register. GSTIN Regd. No of OCPL: 21AACCO0959K1ZH.

b) **30-Day Credit Period:** Payment for each successfully completed phase shall be processed and released within thirty (30) days from the date of submission of a clear, undisputed tax invoice by the Agency, provided the invoice is accompanied by all required deliverables and is duly certified by the Engineer-in-Charge (EIC).

c) **Certified Deductions:** All released payments shall be subject to applicable statutory deductions (such as Income Tax TDS, GST TDS) and contractual deductions (such as Liquidated Damages levied under Clause 16.8 of GCC, if applicable.

17.3 PROGRESS OF WORK AND QUALITY REVIEWS

a) **Monitoring of Progress:**

1. **Trip Logging:** The Contractor must maintain a daily logbook recording vehicle registration numbers, departure times from Kiripsira Pit, and arrival times at the Sundargarh Municipality facility.
2. **Weekly Review:** The Engineer-in-Charge will review the weekly trip counts against the projected waste clearance targets to ensure zero accumulation backlog at Kiripsira Pit.

3 **Monthly Progress Report (MPR):** The Contractor shall submit a consolidated monthly progress report alongside the RA Bill, highlighting total trips, total volume/tonnage shifted, and any operational challenges.

b) **Quality of Service Parameters:**

To ensure safe and hygienic transit, the Contractor must strictly adhere to the following performance and quality standards:

1 **Spillage Control:** All tractor trolleys must be completely covered with high-quality tarpaulin sheets during transit to prevent any waste scattering or foul odour release on public roads.

2 **Leachate Management:** Vehicles must be liquid-tight to prevent leachate leakage along the transportation route.

3 **Segregation Integrity:** The Contractor shall ensure that segregated waste (if loaded separately) is not mixed during transportation or unloading.

4 **Lifting Completeness:** No residual waste or debris should be left scattered around the loading perimeter at the Kiripsira Pit after daily (or as decided by EIC) operations wrap up.

c) **Formal Quality Audits and Inspections:**

1 **Random Inspections:** Authorized officials from Sundargarh Municipality reserve the right to conduct surprise inspections of the vehicles, transit routes, and the Kiripsira loading site at any time.

2 **Monthly Review Meetings:** A mandatory monthly review meeting will be held between the Contractor and the Employer/OCPL to assess overall progress, safety compliance, and PPE usage by the workforce.

d) **Penalties for Quality Default:**

1 **Open/Uncovered Transport:** A penalty of Rs 1,000 per instance will be levied if any vehicle is found transporting waste without a proper tarpaulin cover.

2 **Littering/Spillage:** A penalty of Rs 2,000 will be charged per trip for any enroute waste spillage or leachate leakage. Agency will clean the same at its own cost.

3 **Shortfall in Trips:** If the contractor fails to achieve the mutually agreed weekly target of trips without valid justification, a penalty of Rs 5,000/- per missed trip will be deducted from the monthly RA bill.

17.4 DESIGNATED AUTHORIZED REPRESENTATIVE AND PROJECT COORDINATOR

a) **Appointment and POA Submission:** The Agency must appoint one dedicated Single Point of Contact (SPOC) or Project Coordinator as its Authorized Representative for the entire contract. Within seven (7) days of the Letter of Award (LOA)/Work Order/Contract Agreement, the Agency must submit the representative's name, contact details including email ID, signature specimen, and a valid Power of Attorney (POA) based on its company structure:

1 **Corporate Entities:** A certified Board Resolution and a POA under the company's common seal.

2 **Partnership Firms / Proprietorships:** A notarized POA executed on non-judicial stamp paper of appropriate value.

b) **Payment Condition:** The Owner will not process any Monthly or final bills unless they are signed by this designated representative holding the validated POA.

c) **Scope of Responsibilities:** The Authorized Representative shall be legally, technically, and financially empowered to represent the Agency in all contract matters, including:
   1 **Liaison and Billing:** Coordinating with the Engineer-in-Charge (EIC), attending monthly progress review meetings, and signing/submitting monthly RA invoices.
   2 **Fleet and Fleet Supervision:** Directly managing the field operators, drivers, and helpers on-site to ensure timely waste lifting at Kiripsira Pit and compliance with transportation schedules.
   3 **Statutory Tracking & Logging:** Ensuring compliance with transport regulations, regional municipal rules, and promptly logging trips in Log Book and Trips Sheet.

d) **Replacement Restrictions:** The Agency cannot replace the Authorized Representative without prior written approval from the EIC. If a replacement is necessary due to an emergency, the Agency must provide an equally qualified substitute, issue a fresh POA, and arrange a mandatory seven (7) day overlapping transition period at its own expense.

e) **Unauthorized Absence Penalties:** Continuous absence or unavailability of the Authorized Representative shall be formally recorded by the EIC in the Hindrance Register as an Agency default. This logged default shall be used to evaluate final project delays, leading to Liquidated Damages under Clause 16.8 if contract deadline(s) is/are missed.

17.5 CONTRACT PERFORMANCE SECURITY AND ADDITIONAL PERFORMANCE SECURITY

17.5.1 Contract Performance Guarantee/Security

a) **Submission and Value:** Within seven (7) days from the issuance of the Letter of Award (LOA)/Work Order/Contract Agreement, the successful Agency must submit a Contract Performance Security equal to **10% of the awarded contract value**. No interest shall be payable by the Owner on any security deposit held.

b) **Acceptable Instruments:** The security must be issued by a Scheduled Commercial Bank in India or an authorized insurer, using one of the following methods:
   1 An Electronic Bank Guarantee (e-BG) or standard Bank Guarantee (BG) as per **Annexure-P-1**.
   2 A Demand Draft (DD) drawn in favour of Odisha Coal and Power Limited, payable at Bhubaneswar.
   3 An Insurance Surety Bond configured as per **Annexure-P-2**, issued exclusively by an insurer registered and licensed with the Insurance Regulatory and Development Authority of India (IRDAI).
   4 A Fixed Deposit Receipt (FDR) fully pledged to Odisha Coal and Power Limited.
   5 Direct online payment via RTGS or NEFT into the Owner's designated bank account.

c) **Validity and Claim Period:** The Performance Security must remain valid for the entire contract duration, including any approved time extensions, plus an additional **ninety (90) days** as a claim lodgement cushion beyond the final closeout of services.

17.5.1. Additional Performance Security (APS):

If the successful L1 Bidder's financial quote is abnormally low, an Additional Performance Security (APS) shall apply. This amount will be calculated and enforced as per **Office Memorandum No. 07764600022025173 dated 03/01/2026** issued by the Works Department, Government of Odisha. The Agency must deposit this APS alongside the baseline Performance Security within the initial seven (7) day window.

17.6 Integration of Macro Liquidated Damages (GCC 16.8) and Micro Operational Penalties (SCC 17.3):

17.7.1 Harmonization of Clauses

Clause 16.8 of the General Conditions of Contract (GCC) (Liquidated Damages for Delay) shall be read in close conjunction with Clause 17.3 of the Special Conditions of Contract (SCC) (Penalties for Quality Default) to govern all project delays and performance shortfalls.

17.7.2 Application Matrix

To prevent double jeopardy (duplicate penalties for the same fault), delays shall be categorized and penalized as follows:

a) **Daily and Weekly Operational Shortfalls (Micro Penalties):** Any failure to meet daily (or as decided by EIC) turnaround times or the mutually agreed weekly/monthly target of trips shall be governed strictly by the specific per-instance penalty rate defined under **Clause 17.3 (Penalties for Quality Default - Shortfall in Trips)**, which is **₹5,000/- per missed trip**. The standard 1% weekly contract value deduction under Clause 16.8 shall not apply to these routine trip shortfalls.

b) **Critical Baseline Delays and Non-Performance (Macro Liquidated Damages):** The overarching mechanisms, recovery structures, and termination triggers under **Clause 16.8 of the GCC** shall remain fully active and applicable for major milestones and macro-level defaults. These include, but are not limited to:

   1 Failure to complete initial mobilization within the stipulated **7-day mobilization period (Clause 17.1.1)**.

   2 Unauthorized mid-way suspension or complete abandonment of solid waste transportation services.

17.7.3 Cumulative Ceiling Alignment

All financial deductions recovered from the monthly RA bills via the per-trip penalties under **Clause 17.3** shall count toward the maximum cumulative Liquidated Damages ceiling cap of **10% of the total Contract value** as specified in Clause 16.8(b) of the GCC. Once this 10% threshold is exhausted, the Owner reserves the right to invoke the material breach and default termination protocols outlined in both clauses.

17.7 Modification of GCC Clause 16.6 (Termination) and GCC Clause 16.7 (Risk and Cost) for Waste Logistics Operations

17.8.1 Contextual Modification

Due to the critical environmental, public health, and time-sensitive nature of solid waste evacuation from the Kiripsira Pit, the provisions of GCC Clause 16.6 (Termination) and GCC Clause 16.7 (Risk and Cost) are hereby modified and supplemented to ensure uninterrupted logistical compliance.

17.8.2 Operational Triggers for Termination under GCC Clause 16.6

In addition to the standard defaults outlined in GCC Clause 16.6, a material breach of contract justifying immediate termination shall be conclusively established if the Agency commits any of the following service-specific defaults:

1 **Ceiling Breach:** Accumulating micro-operational penalties under SCC Clause 17.3 (such as trip shortfalls or spillage defaults) that hit the cumulative maximum ceiling cap of **10% of the total Contract Value**.
2 **Service Abandonment:** Any unauthorized suspension, disruption, or total cessation of waste lifting and transportation services for a continuous period exceeding **Seven (7) calendar days**, resulting in waste accumulation at Kiripsira Pit.

17.8.3 Special Fast-Track Invocation of Risk and Cost under GCC Clause 16.7

The recovery mechanisms under GCC Clause 16.7 are modified to bypass extended legal or administrative waiting periods:

1 **Immediate Intervention:** Upon the occurrence of any default specified in **Clause 17.7.2**, the Owner/Engineer-in-Charge (EIC) reserves the absolute right to deploy alternative transport vehicles or engage a third-party logistics vendor to clear the accumulated waste backlog.
2 **Financial Recovery:** The Owner shall execute these emergency operations entirely at the **Risk and Cost of the defaulting Agency**.
3 **Deduction Priority:** All expenses or tariff differentials (as applicable) and administrative overheads incurred by the Owner in hiring alternative transport fleets shall be recovered directly from the Agency's unpaid monthly Running Account (RA) bills, Earnest Money Deposit (EMD), or Performance Bank Guarantee.

17.8 APPLICABILITY AND ENFORCEMENT OF HINDRANCE REGISTER (GCC CLAUSE 16.2.2)

17.8.1 Mandatory Maintenance of Hindrance Register

The provisions of Clause 16.2.2 of the General Conditions of Contract (GCC) regarding the **Hindrance Register** shall be strictly applicable to this work. A physical or digital Hindrance Register shall be jointly maintained by the Contractor and the Engineer-in-Charge (EIC) at the operational site to record all unforeseen events that disrupt the daily (or as decided by EIC) transportation timeline.

17.8.2 Scope-Specific Hindrances

For the purpose of this solid waste transportation work, only the following valid logistical bottlenecks shall be officially recorded as hindrances:

a) **Force Majeure Events:** Severe unseasonal weather conditions, floods, or natural disasters making the route between Kiripsira Pit and Sundargarh Municipality completely unnavigable.
b) **Facility Closures:** Unscheduled closures or operational breakdowns at the designated Sundargarh Municipality solid waste processing/disposal facility preventing vehicle entry or unloading.
c) **Administrative Stoppages:** Statutory restrictions, local law-and-order disruptions, or public protests along the designated transport route that are beyond the control of the Contractor.

17.8.3 Logging Protocol and Timelines

a) **Notification:** The Contractor must verbally report any hindrance to the EIC immediately upon occurrence and formally log it in the Hindrance Register within **twenty-four (24) hours**.

b) **Joint Sign-Off:** Each entry must clearly state the date/time of commencement of the hindrance, its specific cause, and must be counter-signed by both the Contractor's Authorized Representative (SPOC) and the EIC.

c) **Resolution Logging:** The exact date and time when the hindrance is resolved and normal waste lifting resumes must be recorded and signed off jointly within 24 hours of clearance.

17.8.4 Penalty Exemption:

Penalty Exemption: Valid hindrances signed and approved by the EIC in the register shall serve as the sole admissible evidence to exempt the Contractor from the micro-operational penalties under **SCC Clause 17.3** (such as missed daily/weekly trips) for that specific disrupted period.

17.9 EXCLUSION OF GCC CLAUSES:

The following clause of the General Conditions of Contract (GCC) shall not be applicable for this work:

1 **Clause 16.4.3:** Proprietary and Intellectual Property Rights (IPR)

17.10 NOTICES AND OFFICIAL COMMUNICATIONS

a) **Form and Delivery Mode:** All formal notices, approvals, letters, or official communications pertaining to this bidding process and during the execution shall be in writing. A notice shall be deemed sufficiently and legally served on receipt date on either side, when delivered through any of the following modes:

   1 Sent by Speed Post.

   2 Delivered by hand against a signed and stamped acknowledgment.

   3 Sent via official electronic mail (email), provided it is followed by a system-generated delivery confirmation and hardcopy submission within three (3) working days.

b) **Designated Officer and Communication Address:** All communications must be addressed to the following officer of Owner):

Senior Manager (Commercial & Contracts)
Odisha Coal and Power Limited
Site Office: Samanwaya Bhawan, Manoharpur Coal Mine
Vill-Sarbahal, Hemgir, Dist-Sundargarh, Pin-770013, Odisha
Email: contracts@ocpl.org.in
Contact No. 760800870318.

FORMAT OF BG AND INSURANCE BOND FOR PERFORMANCE SECURITY:

NOTE: *In compliance with Clause 7.1, the selected bidder must submit a Performance Guarantee after award of the contract. If the bidder chooses to submit the Performance Security in the form of a Bank Guarantee (BG) or an Insurance Bond, rather than the other methods specified in Clause 7.2, the standard formats are provided below:*

ANNEXURE-P-1 FORMAT OF BG FOR PERFORMANCE SECURITY

FORM OF PERFORMANCE SECURITY BANK 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, Ground 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 fulfil 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 defence of a guarantor or a surety.

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

5. The Bank hereby agrees that its liability under this Guarantee shall not be discharged by virtue of any agreement between the Service Provider and the Owner, whether with or without the Bank's knowledge, or by reason of the Owner showing any indulgence or forbearance to the Service Provider.

6. The Bank's obligations under this Guarantee for the Guaranteed Amount is primary, independent and absolute and not by way of surety only.

7. The obligations of the Bank under this Advance Payment Security / Performance Security / Warranty Security shall not be affected by any act, omission, matter or thing which, but for this provision, would prejudice or diminish the Guaranteed Amount in whole or in part, including (whether or not known to it, or the Owner):

    (a) any time or waiver granted to, or composition with, the Service Provider or any other person;

    (b) any incapacity or lack of powers, authority or legal personality of or dissolutions or change in the status of the Service Provider or any other person;

    (c) any variation of the Contract so that references to the Contract in this Guarantee shall include each variation;

(d) any unenforceability, illegality or invalidity of any obligation of any person under the Contract or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any person under any other document or guarantee, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there was no unenforceability, illegality or invalidity;

(e) any extension, waiver, or amendment whatsoever which may release a guarantor or the Bank (other than performance or indefeasible payment of a Guaranteed Amount); or

(f) any part performance of the Contract by the Service Provider or by any failure by the Owner to timely pay or perform any of its obligations under the Contract.

8. So long as any sum remains owing by the Service Provider to the Owner, the Bank shall not exercise any right of subrogation or any other rights of a guarantor or enforce any guarantee or other right or claim against the Service Provider (whether in respect of its liability under this Guarantee or otherwise) or claim in the insolvency or liquidation of the Service Provider or any such other person in competition with the Owner. If the Bank receives any payment or benefit in breach of this Clause 9, it shall hold the same in trust for the Owner.

9. The Bank represents, warrants and undertakes to the Owner that:

(a) it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action(s) to authorize the execution, delivery and performance by it of this Guarantee;

(b) the Bank has duly executed and delivered this Performance Security, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;

(c) neither the execution, delivery or performance by the Bank of this Guarantee, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any law, statute, rule or regulations or any order, writ, injunction or decree of any court or governmental instrumentality; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bank is a party or by which it or any of its property or assets is bound; or (iii) violate any provision of the Bank's constituent documents;

(d) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the date hereof), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee; and

(e) this Guarantee will be enforceable when presented for payment to the branch office of the Bank in Bhubaneshwar.

10. This Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of the Owner in exercising any right, power or privilege hereunder and no course of dealing between the Owner and the Bank, or the Service Provider, shall operate as a waiver thereof, nor shall

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

11. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Bank shall enter into good faith negotiations with the Owner to replace the invalid, illegal or unenforceable provision.

12. The Bank hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Performance Security.

13. This Guarantee may be executed in one or more duplicate counterparts, and when executed and delivered by the Bank and the Owner shall constitute a single binding agreement.

14. Any demand, notice, request or other communication to be given or made under this Guarantee shall be deemed to have been duly given or served:

    (a) Upon the Owner, at [please insert address] marked for the attention of [please insert name];

    (b) Upon the Bank, at [insert], India.

15. This Guarantee shall be governed by, and construed in accordance with, the laws of India. The Bank irrevocably agrees that any legal action, suit or proceeding arising out of or relating to this Guarantee may be brought in the courts in Bhubaneshwar.

16. The Owner may assign or transfer all or any part of its interest herein to any other person with prior notification to the Bank. The Bank may not assign or transfer any of its rights or obligations under this Guarantee.

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

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

ANNEXURE-P-2: PERFORMANCE SECURITY (Insurance Surety Bond)

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

Insurance Surety Bond No. ....
Date...

To,
[Employer's Name & Address]

Dear Sirs,

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

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

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Agency for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, The Employer shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Agency, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Agency or any other course or remedy or security available to the Employer. The Insurer shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

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

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

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

....
(Signature)

....
(Name)

....
(Official Address) (Designation with Insurer Stamp)
Authorised Vide Power of
Attorney No......................................
Date..

Notes:

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

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

SECTION E: SCOPE OF WORK

19. SCOPE OF WORK:

Scope of Work:

1. Providing a Tractor with trolley with all required manpower, fuel, T&P etc. for transportation of solid waste from Kiripsira village solid waste pit to the solid waste management center of Sundargarh Municipality, including all costs of loading, transportation and unloading.
2. The contractor shall be responsible for paying the service charges to the Sundargarh municipality on monthly basis as per the actual requirement.
3. Contractor has to arrange all materials & machineries required for the work.
4. The agency will provide required PPEs and safety equipment at its own cost.
5. The agency shall provide all equipment, tools and consumables required for the work at its own cost.
6. Any additional requirement not listed above but necessary to keep the area hygiene condition shall be in the scope of the contractor.
7. Payment shall be made on the basis of trips completed to deposit the solid waste at Sundargarh Municipality facility center.

20 BILL OF QUANTITY:

Sl No	Description of Work	Unit	Quantity
1	Transportation of solid waste from Kiripsira solid waste pit to solid waste management facility of Sundargarh Municipality, including all cost of conveyance, loading, unloading, all taxes (excluding GST) and sundries and T&P etc complete as per direction of the Engineer -in-charge.		
a)	Tractor with Trolley including all cost of driver, fuel etc. complete.	Per Trip	180.00
2	Service charges of Municipality, Sundargarh (Rs. 12000/- per month)		
	Service charges	Per Month	12.00

Note: Service charges of Municipality, Sundargarh for Rs. 12000/- per month shall be deposited by Agency and submit original receipt of payment from Municipality, Sundargarh with Monthly RA Bill for re-imbursement.