REQUEST FOR PROPOSAL

FOR
THE SELECTION OF AGENCY

FOR THE SUPPLY OF

"Supply, Installation, Testing & Commissioning of 1 HP solar pump with water storage tank at Village-Parmanandapur, Kathpahali, Durubaga, Sarbahal, Laikera & Kutabaga of Sundargarh District".

THROUGH COMPETITIVE BIDDING

NIT No: OCPL/MCMP/SUP-218/2026
Date: 24/07/2026

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/SUP-218/2026
Date: 27/07/2026

To,

Dear Madam / Sir,

Subject: Letter of Invitation – Request for Proposal (RFP) for **Supply, Installation, Testing & Commissioning of 1 HP solar pump with water storage tank at Village- Parmanandapur, Kathpahali, Durubaga, Sarbahal, Laikera & Kutabaga of Sundargarh District.**

1. Invitation to Bid

Odisha Coal and Power Limited (hereinafter called the **"Purchaser"**) seeks to select a qualified Agency to execute the Services titled **"Supply, Installation, Testing & Commissioning of 1 HP solar pump with water storage tank at Village- Parmanandapur, Kathpahali, Durubaga, Sarbahal, Laikera & Kutabaga of Sundargarh District"** (hereinafter called the **"Services"**) under this proposed Contract for which this Request for Proposal (RFP) is issued. On behalf of the Purchaser, 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 Purchaser.

3. Portal Access and Tender Cost Remittance

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

- **Tender Paper Cost: Rs.** *Refer Clause 3.1 of the ITB*.
- **Bid Security / EMD:** *Refer 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 Purchaser for this assignment comprises the following integrated structural parts:

1. **SECTION "A" Instructions to Bidders (ITB)**: The procedural procurement framework detailed herein.

2. **SECTION "B" Detailed Qualification Requirements (QR)**: Contains the definitive technical capability criteria, mandatory annual financial turnover scales, Certification Requirement and manufacturing/supply capabilities that the bidder must fulfil to clear evaluation.
3. **SECTION "C" Covering Letter and Appendices for submitting Cover-I (see Clause 2.4 A) by Bidder.**
4. **SECTION "D" Condition of Contract**: Establishes the legally binding financial terms, standard timelines, payment terms, risk allocations, liquidated damages, and force majeure etc. maps customized for **Supply of Goods**.
5. **SECTION "E" Scope of Work, Detailed Technical Specifications and Bill of Quantity**: Outlines the specific engineering drawings, Bill of Quantity, deliverables, operating limitations, supply standards, or supply boundaries unique to the floated tender.

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

Contents

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 (**"Purchaser"**) or any of its Employees, 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 Purchaser 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 Purchaser in relation to the **"subject supply"**. Such assumptions, assessments, statements, and data may not be completely exhaustive, accurate, or adequate.

- Pursuant to **ITB Clauses 9 (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 Purchaser accepts no administrative or legal responsibility for the accuracy of any interpretation or opinion on law expressed herein.

5. Exclusion of Liability:

The Purchaser, 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 Purchaser 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 Purchaser 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 are 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 (2 Envelope) 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 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 Purchaser. Bidders must review the project metadata below, which dictates the core category of the contract:

1. **Purchaser Corporate Office:** Odisha Coal and Power Limited, Zone-A, Fourth Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar-751023.
2. **Purchaser 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**: Supply, Installation, Testing & Commissioning of 1 HP solar pump with water storage tank at Village- Parmanandapur, Kathpahali, Durubaga, Sarbahal, Laikera & Kutabaga of Sundargarh District

5. **Tender Reference Number**: OCPL/MCMP/SUP-218/2026, Dated: 24/07/2026
6. **Project Location:** Villages- Parmanandapur, Kathpahali, Durubaga, Sarbahal, Laikera & Kutabaga of Sundargarh District**.**
7. **Contract Classification Category**: Supply of Goods.
8. **Broad Scope Summary**: Scope of Supply and installation enclosed in **(Section E)** 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. The enclosures are mentioned below:**

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:** Declaration for MSE Registered Agencies 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)	24/07/2026 at 15.00 HRS
2	Document Download/Sale Start Date	24/07/2026 at 15.00 HRS
3	Seek Clarification Start Date	24/07/2026 at 15.00 HRS
4	Seek Clarification End Date	17/08/2026 at 17.00 HRS
5	Bid Submission Start Date	25/07/2026 at 10.00 HRS
6	Bid Submission Closing Date	18/08/2026 at 17.00 HRS
7	Pre-Bid Meeting Date, Time, and Venue	Not Applicable
8	Deadline for Physical Submission of EMD Instruments	18/08/2026 at 17.00 HRS
9	Bid Opening Date of Cover-I (Techno-Commercial)	20/08/2026 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	NIL	Not Applicable
Bid Security / EMD	Rs. 31,000/-(Rs Forty-Four Thousand)	Remitted via online banking gateway Odisha Tender Portal, Demand Draft (DD), Bank Guarantee (BG), electronic BG (e-BG), Insurance Surety Bond, or Pledged 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 Purchaser's office on or before the **critical deadline of submission of bid** 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 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 Bid Security Exemption)**. If the bidder withdraws or modifies their bid during its validity, they face structural suspension from participating in future tenders.

4. <u>CONTRACTUAL INTEGRITY, COMMUNICATIONS, AND OPERATIONAL CLAUSES:</u>

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 supply (or/and installation commissioning).
2. **Omission Interpretation Directive**: If a specific Pre-Bid Meeting date or venue is not explicitly filled or provided inside the Bidding Schedule **(see Clause 2.5)**, 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 Purchaser through email only. In such cases, the default administrative mechanism allows the bidder to execute physical site visits independently and directly ask for necessary clarifications from the Purchaser 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 email within the date specified in the bidding schedule.
2. **Review Discretion**: The Purchaser 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 by email or/and made available through the e-Tender portal as applicable. Individual notifications will not be sent unless a query is proprietary in nature.

4.4. Amendments and Corrigenda Issued to RFP:

1. **Purchaser's Discretionary Rights**: The Purchaser 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 amendment/corrigendum or withdraw their original bid and resubmit a fresh bid.
4. **Extension of Time:** Purchaser may or may not opt for extension for any amendment/corrigendum considering the significance/requirement of amendment.

4.5. Extension of Deadlines:

1. **Purchaser's Right to Extend**: The Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser **[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 Purchaser 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. Purchaser’s Right to Accept or Reject Bids:

1. **Annulment and Rejection**: The Purchaser 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 Purchaser 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 Purchaser Responsibility**: Under no circumstances shall the Purchaser be responsible or liable for these costs, regardless of the conduct or outcome of the tendering, evaluation, and selection process.

4.12. Purchasership of Bids and Responses

1. **Property of the Purchaser**: All bids and supporting data submitted within the prescribed timeline become the absolute property of the Purchaser upon receipt. The Purchaser has no obligation to return any soft or hard copy submissions to the bidder.
2. **Internal Reproduction Rights**: The Purchaser 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 Purchaser, 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 Purchaser.
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 Purchaser.
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-G.**
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 (Clause 8.24)

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 Purchaser 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 Purchaser 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 Purchaser 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. Performance Security and Additional Performance Security

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, Pledged Fixed Deposit, Insurance Surety Bonds, or direct online electronic transfers (RTGS/NEFT).
3. The instrument must remain valid for the entire contract execution period plus an additional **90 days of claim lodgment cushion**. No interest is paid on this deposit.

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

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

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

(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 Consultant 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. Purchaser may provide the breakdown component in line with the scope of supply.

(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 Purchasership, 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 Purchaser comprises the following structural parts:

1. **SECTION "A" Instructions to Bidders (ITB)**: The procedural procurement framework detailed herein.
2. **SECTION "B" Detailed Qualification Requirements (QR)**: Contains the definitive technical capability criteria, mandatory annual financial turnover scales, Certification Requirement and manufacturing/supply capabilities that the bidder must fulfil to clear evaluation.
3. **SECTION "C" Covering Letter and Appendices for submitting Cover-I (see Clause 2.4 A) by Bidder.**
4. **SECTION "D" Contractual Scope of Supply/Work & Detailed Technical Specifications**: Outlines the specific engineering drawings, deliverables, operating limitations, supply standards, or supply boundaries unique to the floated tender.
5. **SECTION "E" General Conditions of Contract (GCC) & Special Conditions of Contract (SCC)**: Establishes the legally binding financial terms, standard timelines, payment terms, risk allocations, liquidated damages, and force majeure etc. maps customized for **Supply of Goods**.

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, Society, Trust, Govt. Entity must be formally authorized by the competent authority.

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. <u>BIDDER’S DUE DILIGENCE & PURCHASER'S RESERVED RIGHTS:</u>

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 Purchaser. The Purchaser holds no liability for omissions or errors in the RFP documents.

9.2. Purchaser’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. <u>BIDDER ENTITLE TO BID:</u>

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. <u>GOVERNING LAW AND JURISDICTION:</u>

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. <u>DISPUTE RESOLUTION:</u>

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 bidder) 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 Purchaser, 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.

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. **Purchaser'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. <u>QUALIFICATION REQUIREMENTS (LCS Tender):</u> <u>The Bidder shall submit Qualification Requirement along with other document with "**Bidder's Covering Letter**" in **Section "C"**.</u>

Following are the Qualifying Criteria for the bidder: -

14.1. Technical Capacity (Eligibility Criteria)

*Bidder shall submit document to meet Technical Capacity (Eligibility Criteria) as per Table T-A below and Provide detail of Technical Capacity (Eligibility Criteria) in **Form (T-1)** enclosed below: -*

<u>Table-T-A</u>

Clause / Category	Requirement Details	Mandatory Evidence Required	Eligible Clients	Definition of Similar Supply:
14.1 (a) Experience & Role	Must have manufactured/supplied similar or higher specifications for at least **3 previous Financial Years** (ending 31st March 2026).	**PO/Contract and Performance/ Completion Certificate:** At least one certificate for each of the 3 FY Years.	Central/State Government departments, PSUs, Government Financial Institutions, or reputed Private Companies/Corporates (Pvt. Ltd. or Limited).	Any one of the below mentioned similar supply will be considered: - 1. Supply, installation, testing & commissioning of solar water pumping systems (AC/DC). 2. Solar-based drinking water supply schemes with storage tank. 3. Rural / community solar pumping projects.
14.1 (b) Past Performance	Must have supplied and successfully commissioned a **minimum of 4 solar water pumping systems** with storage tanks (similar or higher specifications) in a **single Purchase Order** during the previous 5 years (prior to the tender date).	• **PO/Contract:** Copy of original Letter of Award/PO or signed contract showing scope, value, start date, and completion date. • **Completion Certificate:** Official client certificate verifying successful supply and installation (Mandatory Details for Completion Certificate are provided Below).		
	Systems must be in successful operation for at least 2 years from the commissioning date.	• **Operation Certificate**: Client performance certificate proving 2+ years of satisfactory operation for that same PO.		

Note: (A) Completion Certificate Mandatory Details:

(i) The Completion/Performance Certificate must be printed on the official letterhead of the Client organization, signed by Competent Officer / Project Manager / Authorized Signatory, and must clearly contain:

a) Name of the Client Organization and Contact Details.
b) Title of the Supply and Contract / Purchase Order Number/Letter of Award with date and awarded value.
c) Final executed value of the supply and installation (in INR).
d) Date of commencement, completion as per Purchase order and actual date of completion.
e) A clear statement certifying that the performance of the consultant was satisfactory.
f) Specific mention that the supply involved Similar Item of this tender.

Note: (B)

i. For projects executed for reputed Private Companies/Corporates, the bidder must also attach a copy of the TDS (Tax Deducted at Source) Certificate / Form 26AS matching the payment received for that specific work.
ii. OCPL at its own discretion may verify the Purchase order and/or Completion/Performance Certificate from the client of the Bidder.

<u>Form T-1: Technical Capacity (Eligibility Criteria)</u>

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

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

14.2. Financial Capacity:

Average Annual Turnover: Bidder shall provide documentary evidence as per Financial Capacity provided in **Table T-B** below and details should be furnished in Format enclosed in **Form F-1**.:

Table T-B

Financial Criteria	Minimum Requirement	Mandatory Evidence Required	Special Provisions
Average Annual Turnover	**Rs. 14.03,000/-** (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 Balance Sheets and Profit & Loss statements for the specified years. • **CA Certification:** Must be certified by a Chartered Accountant (CA) • **Submission Format:** Financial details must be filled out in the enclosed Form F-1 provided below.	**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.

14.3. Statutory & Accreditation Requirements:

(a) Eligible Entities & Mandatory Verification Documents: Bidder shall submit Documentary Evidence of Entity as per **Table T-C.**

Table T-C

Eligible Bidding Entity	Mandatory Verification Documents Required (Cover-I Submission)
1. Corporate Companies: (Private Limited / Public Limited / Section 8)	• Certificate of Incorporation (COI) issued by the Ministry of Corporate Affairs (MCA) / ROC.
	• 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. Traditional 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**.
7. Government Entities (PSUs / Statutory Corporations / Autonomous Bodies / Public Universities)	• Gazette Notification, Statutory Parliament/Assembly Act, Charter, or COI proving establishment.

(b) Corporate Registrations:

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

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

Table-T-D

S. No.	Bidder Status	Mandatory Certification / Document Required
1	Manufacturer	Copy of Original Manufacturing License, Factory License, or ISO Certificate showing production of solar pumps.
		Bidder's own valid MNRE (Ministry of New and Renewable Energy) ALMM Empanelment and Compliance Certificate.
2	Authorized Dealer	Valid Certificate of Authorization from the Manufacturer.
		Valid MNRE (Ministry of New and Renewable Energy) ALMM Empanelment and Compliance Certificate of the Authorizing Manufacturer.

SECTION C: COVER LETTER AND APPENDICES15. COVERING LETTER

15. COVER LEETER FOR BIDDER

(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 " **Supply, Installation, Testing & Commissioning of 1 HP solar pump with water storage tank at Village- Parmanandapur, Kathpahali, Durubaga, Sarbahal, Laikera & Kutabaga of Sundargarh District** ".

Ref:

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

Dear Sir,

1. Confirmations and Portal Declarations:

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

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

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

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

2. Acceptance of Tender Conditions:

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

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

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

Document as per Cover-I Clause No. 2.4 A	**Description of Uploaded PDF Document**	**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	Fee Tender Fees and EMD Proof. Exempted Bidder shall submit Appendix D with MSE Certificate.	
Qualification Requirement (Section-B) and Clause 2.4 A (3)	**Clause No. 14.1: Technical Capacity (Eligibility Criteria**)	Form T-1 following Purchase Order/Contract Agreement and Completion/Performance Certificate as per clause 14.1	
	Clause No. 14.2: **Financial Capacity:**	**Average Annual Turnover:** Form F-1 following Audit Report (with Balance Sheet and Profit Loss) as per clause no. 14.2.	
	Clause No. 14.3: Statutory Requirements	-------------	
	a) Eligible Entities	Documents as Per 14.3 (a), **Table-C**	
	(b) Corporate Registrations: PAN Card, GSTIN Registration Certificate	Copy of PAN and GST	
	(c) Mandatory Certification:	Certificate as per Clause No. 14.3 (c)	
APPENDICES Clause 2.4 A (4)			
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 for exemption of EMD and Tender Cost	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	Declaration by Successful Bidder for Completion of Supply	To be signed by Bidder (On Letter Head).	

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 _________, as amended from time to time, issued by Odisha Coal and Power Limited ("OCPL") for **[………………Insert Name of Supply 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 Supply 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 Supply 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 Purchaser, 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-E** 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 Purchaser 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 Purchaser 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 Purchaser, 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 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 consultancy services 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 Purchaser 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 **Clause 4.9 (False or Misleading Claims),** 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 Purchaser.
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 **timely execution of the work/supply**:

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 Purchaser to be an abnormally low bid, we pledge and bind our firm to calculate and deposit the mandatory Additional Performance Security (APS) alongside our standard 10% performance security within the identical 7-day post-LOA window.

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

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

4. **Acceptance of L2 Risk, Cost, and Debarment Penalties:**
We explicitly agree that if we are declared the L1 bidder but refuse or fail to deposit the Contract Performance Security, fail to deposit the required APS (if applicable), fail to execute the formal contract agreement, or fail to initiate project mobilization within the stipulated timelines:

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

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 "**Purchaser**", 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 Purchaser.

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 Purchaser informing the Bank of the Bidder's failure to comply with the terms and conditions of the RFP, pay to the Purchaser, within 5(five) days of receipt of such written demand from the Purchaser, without further proof or conditions and without contest, recourse, demur or protest and without any enquiry to the Purchaser or the Bidder, forthwith and in full amount without any deductions or set off or counter claims whatsoever the sum claimed by the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser and the Bidder, whether with or without the Bank's knowledge, or by reason of the Purchaser showing any indulgence or forbearance to the Bidder.
7. In order to give full effect to this Bid Security, the Purchaser shall be entitled to treat the Bank as the principal debtor. The Purchaser 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 Purchaser, and the Bank shall not be released from its liability under these presents by any exercise by the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser, 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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-A

16. GENERAL CONDITION OF CONTRACT FOR SUPPLY AND INSTALLATION

16.1 Governing Law & Jurisdiction:

16.1.1 Governing Law:

This Contract, including all documents, proceedings, and obligations arising out of it, shall be governed by, construed, and enforced strictly in accordance with the substantive and procedural **Laws of India**.

16.1.2 Territorial Jurisdiction:

Both parties explicitly agree that any legal action, suit, or proceeding arising under or relating to this Contract shall be instituted exclusively in the competent **courts situated at Bhubaneswar, Odisha**, and no other court shall have jurisdiction.

16.2 Dispute Resolution & Arbitration:

Refer clause no. 12 of this RFP.

16.3 Termination of Contract:

16.3.1 Termination for Default

In case of non-performance, under-performance, or breach of any terms and conditions of this supply contract by the Supplier (L1 Bidder) during the supply, installation, or commissioning phases, the Purchaser shall have the right to issue a 7 (seven) days' written notice to cure such breach or poor performance. If the Supplier fails to comply with the notice within the stipulated 7 days, the Purchaser shall issue a formal termination letter to terminate the contract.

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

a) **Immediate Cessation**: The Supplier shall immediately stop all progress of work across all supply lines, installations, and commissioning activities, and safely demobilise from the 6 designated village sites.

b) **Joint Measurement**: A joint measurement of the physical equipment supplied, civil work, and structural works (as per clause 16 of RFP) erected up to the date of termination shall be conducted by the Engineer-in-Charge (EIC) and the Supplier within 15 days from the date of termination. If the Supplier or their authorized representative fails to attend the scheduled joint measurement, the measurement recorded unilaterally by the EIC shall be deemed final, conclusive, and legally binding on the Supplier for the processing of the final bill.

c) **Inventory Handover**: The Supplier shall safely hand over all supplied materials, site assets, engineering drawings, structural designs, and technical documentation to the EIC.

d) **Final Bill Submission**: The Supplier shall submit their final bill based on the approved joint measurements of successfully delivered materials and completed installation blocks for the review and approval of the EIC.

e) **Work Reassignment**: The Purchaser shall have the right to assign the balance scope of supply, unexecuted installation, and pending operational commissioning and/or rectification to the L2 Bidder or any other alternative agency at the sole risk and cost of the Supplier, pursuant to **Clause No. 16.4** of this RFP.

16.3.2 Termination for Convenience

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

a) **Work Assessment**: The Supplier shall immediately stop all progress of work. A physical assessment and joint measurement of the equipment successfully supplied and installations/civil work completed up to the termination date shall be conducted within 15 days by the EIC and the Supplier. If the Supplier or their authorized representative fails to attend the scheduled joint measurement, the measurement recorded unilaterally by the EIC shall be deemed final, conclusive, and legally binding on the Supplier for the processing of the final bill.

b) **Approved Payments**: The Purchaser shall release payments only for the value of the completed supply, structural installations, and verified civil work as assessed and approved by the EIC, based on the agreed contract rates.

c) **Exclusions**: The Supplier shall not be entitled to receive any compensation, anticipated profits, overheads, or damages for the unexecuted portion of the supply, installation, or commissioning work, or the remaining duration of the Contract.

16.4 Risk and Cost:

(i) Execution via Alternative Agency:
In the event of contract termination under the Termination **Clause 16.3.1**, the Purchaser shall exercise its right to execute the balance scope of equipment supply, structural/civil installation, testing, and commissioning work and/or rectification work through the L2 Bidder or any other agency selected at the Purchaser's sole discretion.

(ii) Determination of Quoted Rates:

a) **L2 Bidder Engagement**: If the unexecuted supply, installation, or commissioning work is assigned to the L2 Bidder, it shall be executed at the L2 Bidder's original quoted price as submitted in their tender response.

b) **Other Alternative Agency**: If the L2 Bidder refuses or fails to accept the work, the contract rate for the new agency to finish the supply, civil Installation, or commissioning shall be determined by the selection process established by the Purchaser.

(iii) Supplier Risk and Cost Indemnity:
All such balance and rectification works across the supply, installation, and commissioning phases shall be performed at the sole risk, cost, and responsibility of the original Supplier (L1 Bidder). The Supplier shall indemnify and hold the Purchaser harmless against any loss, damage, or inflation in project costs resulting from their default.

(iv) Financial Settlement and Recovery of Additional Costs:

a) **Definition**: Additional cost refers to the expense exceeding the original contract price awarded to the L1 Bidder for the supply, installation, and commissioning components.

b) **Withholding Payments**: The Purchaser shall withhold all pending payments and the approval of the Supplier's final bill until the balance work (including all equipment delivery, civil Installation, and operational commissioning) is fully completed by the new agency and the final risk and cost amount is calculated.

c) **Primary Recovery**: Excess costs for the balance supply and installation work or rectifications shall be systematically deducted from the Suppliers' Performance Security.

d) **Secondary Recovery**: Remaining balances shall be recovered from any other pending dues or the approved final bill amount owed to the Supplier by the Purchaser.

e) **Legal Recourse**: If total costs exceed the Performance Security and pending dues, the shortfall shall be recovered from the Supplier in accordance with applicable laws.

(v) Limitations of Liability and Scope:

a) **Limitation of Scope**: The right of the Purchaser to assign balance supply, installation, and commissioning work to a third party at the risk and cost of the Supplier shall be strictly restricted to the total work scope and technical specifications originally defined under this Contract/Purchase Order.

b) **Consequential Financial Liabilities**: The total financial liability of the Supplier under a Risk and Cost execution shall include, but is not limited to:

(i) The net positive difference between the third-party execution cost and the original contract price for supply, installation, and commissioning.

(ii) Any administrative, tendering, or consulting expenses incurred by the Purchaser to on board the alternative agency.

(iii) Compensation for any project delays, subject to the overall ceiling limits defined under the Liquidated Damages clause of this RFP.

16.5 Force Majeure:

(i) Definition of Force Majeure Events:

Any delays in or failure of performance by the Purchaser or the Agency, other than the obligation to pay money due for work already executed, shall not constitute a default hereunder if such delays or failures of performance are caused by occurrences entirely beyond the reasonable control of the Purchaser or the Agency, as the case may be. For the purpose of this supply contract, such occurrences shall include, but are not limited to:

a) **Natural Disasters**: Acts of God, severe lightning strikes, fires, floods, earthquakes, or explosions affecting the project sites.
b) **Political & Civil Disruptions**: Acts of public enemy, war, acts of terrorism, rebellion, sabotage, riots, or damages resulting directly therefrom.
c) **Regulatory & Administrative Bottlenecks**: Expropriation or confiscation of facilities, unexpected compliance with any new order or emergency request of any governmental authority, or any unreasonable delay or non-receipt of any applicable prior statutory/environmental/regulatory approvals from statutory/government authorities required for structural construction, Borewell utilization, or electrical setups.
d) **Labour Disruption**: General strikes or other concerted acts of workmen, whether direct or indirect, affecting regional supply chains or on-site installation work.
e) **Uncontrollable Causes**: Any other causes, whether or not of the same class or kind as those specifically named above, which are completely outside the control of the Purchaser or the Agency

respectively, and which by the exercise of reasonable diligence, the Purchaser or the Agency are unable to prevent.

(ii) Impact Assessment Across Project Phases

The occurrence of an approved Force Majeure event shall systematically extend the contractual timeline for the specific impacted phase, provided it directly obstructs critical path milestones:

a) **Supply Phase Impact**: Prevents default classification if transit routes, manufacturing hubs, or F.O.R. site delivery networks are physically cut off or blocked by force majeure occurrences.
b) **Installation Phase Impact**: Protects the Agency from liquidated damages if civil foundation excavation, structural welding, or any construction cannot physically progress at the sites due to localized disasters or regulatory work-stoppages.
c) **Commissioning Phase Impact**: Excuses delays if final testing or operational handovers are stalled due to grid failures or administrative shutdown orders.

(iii) Written Notice Protocol

Neither party can validly claim the protections or extensions of a Force Majeure situation unless it provides **not less than 7 (seven) days' prior written notice** of the event's occurrence to the other party. This notice must contain formal, verifiable evidence of the force majeure event alongside a detailed impact assessment on the engineering, supply, or commissioning schedule.

(iv) Prolonged Interruption and Mutual Contract Closure

In the event that a Force Majeure situation continues uninterrupted **beyond 30 (thirty) days** from the date of the initial written notice, both the Purchaser and the Agency shall convene and **mutually close the contract via a written closure agreement**. Upon such mutual closure:

a) The contract shall stand terminated **without any financial liability, penalty, or claim for damages** on either side.
b) The Purchaser shall process payment strictly for the value of equipment successfully supplied, civil installation and commissioning completed up to the date the Force Majeure notice was served, based on joint measurements as approved by the Engineer-in-Charge (EIC).
c) Any advanced funds or unutilized Purchaser-issued assets shall be immediately returned by the Agency.

16.6 Liability, Subletting & Indemnity:

a) **Absolute Prohibition on Subletting:** The Supplier is **not allowed to sublet, delegate, assign, or outsource** the full scope or any fractional part of the Supply, civil installation, or commissioning works to any third-party agency without obtaining prior explicit written approval from the Purchaser.

b) **Unauthorized Subletting Penalty:** If, at any stage of project execution, it is discovered by the Purchaser that the work has been sublet without prior written permission, the Purchaser reserves the absolute right to **terminate the purchase order immediately** without serving any prior notice or cure period, alongside forfeiting all performance securities.

c) **Broad Indemnification:** The Supplier shall defend, indemnify, protect, and hold harmless OCPL, its directors, officers, and employees from and against any and all liabilities, losses, damages, claims, costs, legal actions, and expenses resulting out of the execution of this contract, or arising from any act, omission, or negligence of the Supplier, its sub-vendors, or **its** Workmen**.**

d) **Labour and Statutory Regulations:** The Supplier shall strictly comply with all relevant central, state, and local labor laws, safety codes, and workplace regulations applicable to the employees and laborers engaged in the work of Installation, civil/electrical works, Testing and commissioning, lifting, and mechanical/electrical installation **(as per Scope, See clause no. 18 in Section E)**. All compliance under the Minimum Wages Act, Workmen's Compensation Act, and EPF regulations shall be scrupulously followed without any violation, and the Supplier assumes sole liability for the same.

16.7 Proprietary & Intellectual Property Rights (IPR)

To ensure that the Purchaser maintains permanent, unhindered operational rights to run the asset without legal encumbrances, while preserving the Supplier's core manufacturing technology, the following Proprietary and Intellectual Property Rights (IPR) provisions shall prevail:

a) **Technology Ownership**: The core technology, design patents, proprietary engineering designs, and embedded software or firmware inside the supplied equipment remain the exclusive property of the Supplier or the Original Equipment Manufacturer (OEM).

b) **Perpetual Operational Rights**: The Supplier grants the Purchaser a permanent, irrevocable, royalty-free, and transferable right to operate, utilize, troubleshoot, and routinely maintain the supplied equipment, hardware, and system firmware. These operational rights extend unconditionally to any successor entity or third-party Operation and Maintenance (O&M) contractor deployed by the Purchaser.

c) **Project-Specific Customization Data**: All site-specific structural layouts, engineering drawings, wiring schematics, installation blueprints, configuration files, or customization reports generated explicitly for the execution of this contract become the absolute property of the Purchaser.

d) **Patent Protection and Indemnification**: If a third party brings legal action or claims that the supplied machinery, components, or embedded systems infringe on their patent, copyright, or design trademark, the Supplier must fully handle the lawsuit at their own cost. The Supplier is contractually bound to resolve the legal block or replace/modify the infringing item for free within **thirty (30) days**. During this thirty (30) day resolution period, the Supplier shall be strictly obligated to maintain unhindered continuity of system operations, ensuring that no hold, suspension, or operational disruption occurs.

e) **Technical Priority**: In case of any conflict or contradiction regarding equipment diagnostics, software parameters, data communication interfaces, or data access protocols, the provisions of the technical **Scope of Work (SoW) document shall succeed, prevail, and override** this general clause.

16.8 Taxes, Duties & Statutory Deductions:

a) **Base Price Inclusivity:** The contract price finalized with the Supplier shall remain **inclusive of all taxes, duties, levies, royalties, and imposts** that may be livable by Central, State, or Local Authorities under the prevailing statutes, except for the Goods and Services Tax (GST).

b) **Goods and Services Tax (GST):** GST shall be excluded from the base rate and shall be paid extra at actuals, subject to the statutory rates applicable at the time of invoicing. The Supplier must submit proper, legally compliant **tax invoices in duplicate** containing the correct GSTIN Registration Number of the Purchaser (**OCPL GSTIN: 21AACCO0959K1ZH**) to ensure a seamless input tax credit flow.

c) **Statutory Tax Deductions (TDS):** Tax Deducted at Source (TDS) for Income Tax, GST TDS, or any other mandatory statutory withholding under Central or State law shall be systematically **deducted from the Supplier's gross bill amounts** at the rates applicable at the physical time of payment.

d) **Statutory Variation Safeguard:** If any new taxes are introduced, or if the existing GST rates are altered by the Government of India or the Government of Odisha during the **contract 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 Supplier.

16.9 Quantity Variation and Time Extension:

16.9.1 Quantity Variation:

a) **Right to Quantity Variation**: The Purchaser may increase or decrease supply or installation quantities across any project phase based on real site conditions.
b) **Rates & Terms**: Varied quantities shall be executed at the exact same rates, terms, and conditions as the original contract.
c) **Approval**: Execution requires a recommendation from the Engineer-In-Charge (EIC), subsequent written **approval by the CEO or any other competent authority**, and a written undertaking from the Supplier. The competitive lowest status of the L1 bidder must be maintained.

16.9.2 Time Extension

a) **Formal Request**: The Supplier must submit a formal request letter to the EIC explaining the technical reasons for any timeline slippage. **Hindrance Register** shall be maintained by EIC and Supplier to fix the liability of Delay. EIC and Supplier shall refer Hindrance Register Management **Clause no. 16.12** for Maintenance of Hindrance Register.

b) **Approval Hierarchy**: Extensions are subject to subsequent written **approval by the CEO or any other competent authority**, based on the formal recommendation of the EIC.

c) **Application of Penalty**: If the delay is caused by the Supplier's default or negligence, the time extension shall be granted **with the strict application of Liquidated Damages** as per **Clause 16.10**.

16.10 Liquidated Damages (LD) for Delay:

(i) Core Timeline Obligation:
Time is the essence of this contract. The total cumulative timeline allowed to complete the entire the scope—including equipment supply, civil installation, and operational commissioning across all 6 village sites is explicitly mentioned in **Clause no 17.1 of SCC**. The Supplier must ensure that the finalized, working system is fully handed over within this single overarching limit.

(ii) Rate of Liquidated Damages Deduction:
If the Supplier fails to deliver the equipment, complete the physical installation, or successfully commission the system within the stipulated timelines (as per **Clause no 17.1 of SCC)**, and the delay is determined by the EIC to be due to default, negligence, or poor performance by the Supplier, Liquidated Damages (LD) shall be levied as follows:

a) **Deduction Rate**: **1% (one percent) of the total basic contract value** for every week of delay or part thereof.
b) **Calculation Basis**: LD will be directly deducted from the progressive milestone invoices, final bills, or any retention money due to the Supplier.

(iii) Maximum Ceiling Limit

The maximum cumulative amount of Liquidated Damages recoverable for the entire contract timeline delay shall be strictly capped at **10% (ten percent) of the total basic contract value**.

(iv) Methodology for Financial Recovery & Exemptions:

a) **Invoice Offsets**: The calculated LD amount shall be directly deducted and adjusted from the final tax invoices or any pending progressive bills submitted by the Supplier before releasing final payments.

b) **Performance Security Forfeiture**: If the pending balance amount or final bill owed to the Supplier is not sufficient to cover the calculated Liquidated Damages, the shortfall shall be recovered by **forfeiting the Supplier's Performance Security** (CPG) either in part or in full.

c) **Justification for Time Extension**: If the Supplier faces delays due to reasons beyond their reasonable control and or due to Force Majeure (refer **Clause 16.5**), the Supplier shall submit a formal, written justification letter detailing the specific causes to the EIC. The Purchaser will review the same and approval will be **granted or not granted** in accordance with the provisions of **Clause no. 16.9.2 (Time Extension)**.

(v) Termination Trigger & Contract Interfacing:

The accumulation of the maximum 10% LD cap on the overall project schedule, or continuous negligent delays exceeding 4 weeks past the Time scheduled deadline, shall be treated as a material breach of contract. In such an event, the Purchaser reserves the right to:

a) Immediately stop the assignment and issue a **Termination for Default** under **Clause 16.3.1**.
b) Exercise its right to onboard the **L2 Bidder** or an alternative execution agency to complete the balance supply, installation and commissioning scope at the sole **Risk and Cost** of the defaulting Supplier under **Clause 16.4 (Risk and Cost).**

16.11 Progress of Work and Quality Reviews: -

(i) **Monitoring and Right to Audit**: The EIC and their authorized representatives shall have the right to monitor, review, and audit the progress of the supply, installation, and field execution at any stage of the assignment. This includes inspecting of progress of "**Scope of Supply**" pursuant to **Clause no. 18 (Section E)** to ensure strict compliance with the contractual obligations, technical specifications, and relevant quality norms.

(ii) **Periodic Review Meetings**: To ensure the assignment remains within the overall Time Schedule of Purchase Order, the Supplier shall attend mandatory periodic progress review meetings (at OCPL project site in the Manoharpur Coal Mine Project) at the discretion of the EIC. The Supplier shall present:

a) Actual progress achieved against the baseline manufacturing, delivery, and installation schedules.
b) The real-time status of material dispatch, equipment in transit, and site mobilization for Installation and commissioning.
c) Any engineering bottlenecks, structural challenges, or local site issues that require immediate resolution or a formal justification submission to the EIC.

(iii) **Quality Deficiencies and Rectification**: If the EIC finds supply and installation to be technically deficient, non-compliant with specified Technical Specification, or of substandard quality, the Supplier shall rectify or completely replace the deficiencies at their own cost. Revised materials or rectified work must be presented for inspection within seven (7) days of receiving feedback, and this quality correction loop shall not be considered a ground for seeking an extension of time.

16.12 Designated Authorized Representative and Project Coordinator:

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

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

To empower this representative to execute financial transactions—specifically the signing, verification, and official submission of invoices and material delivery challan—the Supplier must submit a valid Power of Attorney (POA) along with the appointment declaration:

a) **For Corporate Entities (Pvt. Ltd. / Ltd.):** A certified copy of the Board Resolution explicitly authorizing the individual, accompanied by a Power of Attorney executed under the common seal of the company.

b) **For Partnership Firms / LLP / Proprietorships:** A General or Specific Power of Attorney (POA) executed on non-judicial stamp paper of appropriate value, duly notarized by a registered Notary Public, authorizing the representative to sign all operational, supply, and financial bills under this contract.

c) **For Government Entities / Central or State PSUs / Government Departments:** An official **Letter of Authorization** or **Office Order** issued and signed on the entity's official letterhead by a competent authority. Alternatively, a Power of Attorney executed by the Head of the Organization or an official holding a general power of attorney on behalf of the Government Entity may be submitted, explicitly granting authorization to sign operational and financial bills under this contract.

No progressive bill or delivery challan will be accepted, certified, or processed for payment by the Commercial and Accounting departments of the Purchaser unless it is signed by the designated attorney holding this validated Power of Attorney or formal Government authorization.

(i) Scope of Responsibilities:

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

a) **Technical & Financial Liaison:** Coordinating daily with the Engineer-in-Charge (EIC) / Officer-in-Charge (OIC), attending periodic progress review meetings, and legally signing/submitting supply bills and installation/commissioning milestone invoices to the Commercial & Contracts department.

b) **Site & Installation Management:** Directly supervising the delivery of materials, overseeing the site execution/installation teams, managing OEM engineers, and coordinating factory/site inspection procedures at the designated project locations.

c) **Statutory & Safety Tracking:** Ensuring strict compliance with site safety protocols, handling the submittal of Quality Assurance Plans (QAP), material test certificates, and obtaining the necessary clearances for final commissioning from local electrical/factory inspectors if required.

d) **Hindrance Logging:** Promptly reporting site constraints, material delivery bottlenecks, or front-unavailability issues, and logging entries in the site Hindrance Register. Refer **Clause No. 16.12.**

(ii) Qualification Benchmarks:

To ensure high-quality execution and technical adherence, the Authorized Representative must be a qualified professional. They should preferably be a graduate engineer or senior technical manager possessing deep knowledge of supply-chain logistics, technical equipment installation, and testing protocols relevant to the scope of work.

(iv) Continuity and Key Personnel Restrictions:

a) **Prior Approval for Replacement:** The Supplier shall not replace or substitute the Authorized Representative without obtaining prior explicit written approval from the EIC.

b) **Handover Period:** In the event that a replacement becomes inevitable due to medical or personal emergencies, the Supplier must provide an equally qualified substitute, issue a fresh/revised Power of Attorney (POA), and ensure a mandatory overlapping transition period of seven (7) days at their own expense to avoid site disruption.

c) **Impact of Unauthorized Absence:** Continuous absence or unavailability of the Authorized Representative that results in a missed project timeline, delivery delay, installation halt, or billing dispute shall be treated as a performance default, directly triggering the levy of Liquidated Damages.

16.13 Hindrance Register Management:

(i) Mandatory Maintenance of Hindrance Register

a) A formal Hindrance Register shall be jointly maintained at the project site by the Supplier’s Designated Authorized Representative and the Purchaser’s Engineer-in-Charge (EIC) / Officer-in-Charge (OIC).

b) This register serves as the sole, legally binding record for identifying, logging, and validating any delays that impact the critical path of the supply, installation, or commissioning schedule.

(ii) Procedure for Logging Hindrances

a) **Notification Timeline:** The Supplier must log any site hindrance (e.g., lack of front availability, civil foundation delays by the Purchaser, unworkable weather, or force majeure) in writing within **three (3) days** of its occurrence.

b) **Joint Signing:** Each entry must clearly state the date of commencement of the hindrance, its nature, and its specific impact on the project timeline. The entry must be countersigned by both the Supplier's SPOC and the EIC/OIC.

c) **Removal of Hindrance:** Once the bottleneck is resolved, the date of clearance must be recorded and jointly signed within **forty-eight (48) hours** of resolution.

(iii) Impact on Extension of Time (EoT):

a) No request for a time extension will be considered or approved by the EIC unless the corresponding delay is explicitly recorded in the Hindrance Register.

b) Delays caused solely by the Supplier (e.g., delayed raw material procurement, labour shortage, or OEM unavailability) shall not be classified as valid hindrances and will not qualify for an Extension of Time.

(iv) STRUCTURED COMPONENT OF HINDRANCE REGISTER:

This register must be maintained as a bound, page-numbered register or as a secure electronic log sheet. It must be filled chronologically whenever an obstruction to the project's critical path occurs. EIC is empowered to edit/change the hindrance register component/components as per requirement, if required, within 7 days of issuance of Purchase Order/Letter of Award.

Col. No.	Column Nomenclature	Detailed Definition & Operational Scope
1	**Sl. No.**	Unique serial number for each logged hindrance event (e.g., 01, 02, 03).
2	**Nature of Hindrance & Specific Reason**	Detailed description of the roadblock. Must specify the exact cause, such as:
		• Delay in hand-over of physical site by EIC.
		• Non-availability of mandatory power/water utility sources at site.
		• Delay in approval of Quality Assurance Plan (QAP) or layout drawings, If any.
		• Force Majeure events (e.g., flash floods, localized statutory lockdowns).
3	**Date of Occurrence / Commencement**	The exact calendar date (DD/MM/YYYY) when the hindrance began physically obstructing the supply, installation, or commissioning activities.
4	**Date of Written Notification to EIC**	The date on which the Supplier officially submitted their written delay notice to the EIC. *As per Clause 16.12(ii), this must be within 3 days of Column 3.*
5	**Overlapping / Concurrent Period**	Details of whether this specific hindrance runs parallel to an already logged hindrance. If yes, the overlapping dates must be stated to prevent double-counting of delayed days.

6	**Signature of Supplier's SPOC**	Physical/Digital signature of the Supplier's validated Power of Attorney (POA) holder, certifying the commencement of the delay.
7	**Counter-Signature of EIC**	Physical/Digital signature of the Engineer-in-Charge, formally acknowledging that the site hindrance has commenced.
8	**Date of Mitigation / Removal**	The exact calendar date (DD/MM/YYYY) when the bottleneck was completely resolved, and the site became fully available for execution again.
9	**Signature of Supplier's SPOC (Closure)**	Signature of the Supplier's representative confirming that the specific hindrance has officially ceased.
10	**Counter-Signature of EIC (Closure)**	Signature of the EIC confirming the official clearance date of the obstruction.
11	**Gross Delay (in Days)**	The total raw days computed from the start to the end of the hindrance. {Gross Days} = {Column 8} - {Column 3}.
12	**Net Delay Validated (in Days)**	The exact number of non-overlapping, effective days recommended by the EIC for timeline extension after subtracting concurrent delays or Supplier defaults.
13	**Remarks & Extension Reference**	Cross-reference notes, including the official Purchaser approval letter number if an Extension of Time (EoT) is formally granted based on this line item.

16.14 Quality Assurance, Factory Acceptance Testing (FAT), and Site Inspection:

(i) Quality Assurance Plan (QAP) Submittal:

a) Within **fourteen (14) days** of receiving the LOA, the Supplier must submit a detailed Quality Assurance Plan (QAP) and Manufacturing Quality Plan (MQP) to the EIC/OIC for formal approval.

b) The QAP must detail the technical specifications, material grades, standards (IS/IEC/ISO), and internal testing procedures to be followed during manufacturing.

(ii) Pre-Dispatch / Factory Acceptance Testing (FAT):

a) **Inspection Notice:** The Supplier must give at least **seven (7) days' written notice** to the Purchaser before major equipment is ready for factory inspection or Pre-Dispatch Inspection (PDI).

b) **Testing Expenses:** The physical testing, calibration certificates, and laboratory test reports at the manufacturer's facility must be provided by the Supplier at their own expense.

c) **Purchaser Inspection:** The Purchaser reserves the right to depute its authorized representative or a Third-Party Inspection (TPI) agency to witness the FAT. Material shall only be dispatched to the site after the Purchaser issues a formal **Material Dispatch Clearance Certificate (MDCC)**.

d) **Waiver of Factory Inspection:** The Engineer-in-Charge (EIC) reserves the absolute right to waive the physical Pre-Dispatch/Factory Acceptance Testing at the manufacturer's facility. In the event of such a waiver, a formal inspection will be conducted by the EIC upon the receipt of materials at the project site. The Supplier shall remain contractually bound to submit all mandatory manufacturing test logs, internal calibration certificates, and requisite laboratory reports—as detailed in sub-clause (b)—along with the consignment for evaluation during the site inspection.

(iii) Receipt and Final Acceptance Testing at Site:

a) **Joint Inspection upon Delivery:** Upon arrival at the designated project site, a joint physical inspection will be conducted by the Supplier’s SPOC and the EIC to check for transit damage, shortage, or specification deviations.

b) **Post-Installation Testing:** After physical installation, the Supplier must conduct site-level testing (e.g., insulation resistance, pressure tests, loop checks) as per standard engineering practices.

c) **Final Commissioning & Handover:** Final acceptance will be granted only after a successful, uninterrupted trial run of **three (3) consecutive days** under full load conditions, verified and signed off via a **Joint Commissioning Certificate (JCC)**.

(iv) Order of Precedence (Conflict of Clauses)

In the event of any ambiguity, contradiction, inconsistency, or conflict between the provisions of this Clause (Clause 16.14) and the technical **Scope of Work (SoW)** document, the terms, technical parameters, and testing methodologies explicitly laid down in the **Scope of Work shall succeed, prevail, and override** this clause.

16.15 Severability:

If any term, provision, covenant, or condition of this Contract is held by a court of competent jurisdiction situated at Bhubaneswar, Odisha, to be invalid, void, illegal, or unenforceable, the remainder of the provisions shall continue to remain in full force and effect. The parties shall endeavour in good faith to negotiate a replacement provision that is valid and enforceable, and which replicates the original commercial and operational intent of the Purchaser to the maximum extent permitted by Indian Law.

16.16 Amendments and Variations:

No variation, modification, amendment, or waiver of any provision of this Contract, nor consent to any departure by either party therefrom, shall be legally binding or effective unless it is made explicitly in writing. Any financial or technical variation must be formally recommended by the Engineer-in-Charge (EIC), approved in writing by the Chief Executive Officer (CEO) of OCPL or another competent administrative authority, and executed via a written contract amendment signed by the authorized Power of Attorney (POA) holders of both parties.

16.17 Non-Waiver of Rights:

Any failure, delay, indulgence, or omission by the Purchaser to exercise or enforce any right, power, or contractual remedy (including but not limited to the levying of Liquidated Damages under Clause 16.10 or initiating Termination for Default under **Clause 16.3.1**) shall not operate as a waiver of such rights. No single or partial exercise of any right or remedy shall preclude further exercise thereof. A waiver by the Purchaser of any specific breach of contract by the Supplier shall not be construed as a continuous or subsequent waiver of other breaches of the same or different provisions.

PART B

17 SPECIAL CONDITION OF CONTRACT:

17.1 Time Schedule, Project Delivery, and Site Allocation:

1. **Time of Completion:**
   The entire scope of turnkey work—comprising the supply, installation, and final successful operational commissioning of the solar-powered water pumping systems—shall be fully completed within a strict timeline of **four (04) months** calculated from the formal date of issuance of the Purchase Order (PO)/Letter of Award (LOA). The execution of these works must conform strictly to the comprehensive **scope of supply and technical parameters** detailed under **Clause 18 of Section E (Scope of Supply Technical Specifications)** of this RFP. Time is the essence of this Contract.

2. **F.O.R. Installation Addresses and Project Locations:**
   All supplies, equipment, and structural components shall be delivered and deployed strictly on an F.O.R. Destination basis across the six (6) localized site clusters listed below:

   - **Site 1**: Parmanandapur Village
   - **Site 2**: Kathpahali Village
   - **Site 3**: Durubaga Village
   - **Site 4**: Sarbahal Village
   - **Site 5**: Laikera Village
   - **Site 6**: Kutabaga Village

3. **Baseline Project Proximity:**
   For logistics planning, regulatory liaison, and administrative oversight, all designated installation Site within the geographic domain of:

   - **Project Proximity**: Adjacent to the Manoharpur Coal Mine Project Area.
   - **Owner**: Odisha Coal and Power Limited (OCPL).
   - **Administrative Boundary**: Block: Hemgir, District: Sundargarh, Odisha – 770013, India.

4. **Landmark, Plot Identification and Work Sequencing:**
   The exact site locations, physical layout plots, and borehole coordinates within each of the six (6) designated villages shall be explicitly determined and provided to the Supplier by the Engineer-in-Charge (EIC) following the formal issuance of the Purchase Order (PO) or Letter of Award (LOA).

   Furthermore, the operational sequence and priority of choice of the village sites for mobilizing resources and commencing physical execution shall be entirely decided and directed by the EIC. The Supplier shall strictly adhere to this mobilization sequence and cannot claim any deployment adjustments or financial escalations on account of the sequence dictated by the EIC.

17.2 Contract Price, Payment Term and Invoicing:

17.2.1 Contract Price:

1. **Turnkey Fixed Price**: The fixed contract price of **Rs. ____________________/- (Rupees ____ only)** exclusive of GST, shall remain firm and fixed for the entire scope of work and Technical Specification **(Clause 18 of Section E)** across all 6 village sites.

2. **Cost Inclusivity**: This price is comprehensive and inclusive of all direct and indirect taxes, duties, levies,

cesses, and imposts imposed by Central, State, or Local Authorities, except GST.

3. **No Extra Claims**: No extra claims, price escalations, or variations due to material market fluctuations, site labor adjustments, or travel and lodging expenses etc. shall be entertained by OCPL.

17.2.2 Price Basis:

The Contract Price shall be on a firm and fixed **F.O.R. (Free on Road) Destination** basis. This price shall be comprehensive and all-inclusive of factory packing, forwarding, comprehensive transit insurance, freight up to the respective sites, unloading, terminal handling, secure storage, physical installation, and successful operational commissioning. The price basis must encompass the entire scope of work, supply, and services detailed under **Clause 18 of Section E (Scope of Supply and Technical Specifications)** of this RFP.

For the purpose of this Contract, **"Destination"** shall explicitly mean the specific delivery addresses and localized installation sites across the six (6) designated villages as specified under **Clause 17.1** above.

17.2.3 Payment Term:

The total contract price for the 6 solar-powered pump and water tank systems shall be paid progressively across two distinct stages, strictly aligned with the site-wise execution and completion of all supply, installation, commissioning as per scope of supply (as per **Clause 18**) as follows:

1. **Progressive Milestone Invoicing**: The Supplier may raise a progressive bill upon the turnkey completion of a minimum of three (3) individual village sites at a time, as per the Scope of Work defined under **Section E of the RFP**. Each milestone invoice must be submitted in duplicate and must be accompanied by the site-specific Joint Commissioning Reports (JCR) and physical verification certificates signed by both the Supplier and the EIC, along with original factory test certificates (MNRE/NABL approved Lab) for the delivered equipment or any other document as per **Clause No. 16.14 (Section D Part-A).** The final bill for the remaining three (3) sites requires the submission of all remaining JCRs, successful validation that the entire project was finalized within the cumulative 4-month timeline, and the formal handover of all technical documentation to the EIC.

2. **Verification and Statutory Compliance**: The EIC reserves the absolute right to demand any additional document, test report, or material sample deemed fit to verify the quality and installation integrity of the equipment or materials. Furthermore, the Supplier must promptly furnish any statutory certificate, laboUr compliance record, or regulatory clearance required on account of any applicable local, state, or central law prior to the release of payments.

3. **Priority of Village Selection**: The selection and execution priority of the specific village sites to be included in each completion block shall be decided and authorized solely by the Engineer-in-Charge (EIC) based on site availability and ground readiness.

17.2.4 Invoicing and Payment Processing:

(i) **Bill Submission:** Tax Invoices shall be raised and submitted in duplicate (two hard copies) directly to the E**IC**. Each invoice must be accompanied by the mandatory supporting document detailed in **Clause 17.2.3 (1 and 2)**. The Purchaser GSTIN Regd. No of OCPL: 21AACCO0959K1ZH.

(ii) **30-Day Credit Period:** Payment for each Bill shall be processed and released within thirty (30) days from the date of submission of a clear, undisputed tax invoice by the Supplier, provided the invoice is accompanied by all required document and is duly certified by the Engineer-in-Charge

(EIC).

(iii) **Certified Deductions**: All released payments shall be subject to applicable statutory deductions (such as Income Tax TDS, GST TDS) and contractual deductions (such as Liquidated Damages levied under **Clause 16.10**, if applicable. Refer **clause no. 16.8** for Taxes duties and statutory deduction.

17.3 <u>Contract Performance Security and Additional Performance Security:</u>

(i) Submission, Split Value, and Phase Conversion:

a) **Contract Execution Phase (10%):** Within seven (7) days from the date of issuance of the Letter of Award (LOA), the successful Supplier shall submit a Contract Performance Security for a fixed amount equal to **10% (Ten percent)** of the base contract value. This security covers the successful supply, installation, and commissioning of the equipment.

b) **Warranty Phase Reduction (5%):** Upon successful commissioning and formal handover of the equipment via the issuance of a Joint Commissioning Certificate (JCC), the initial 10% Performance Security shall be reduced to a **5% (Five percent)** Contract Performance Guarantee (CPG). This 5% guarantee shall remain held by the Purchaser to ensure performance and defect rectification during the mandatory Warranty / Defect Liability Period.

c) **Release and Replacement Mechanism:** The original 10% Contract Performance Security shall be formally released and returned on written request of supplier within 90 days of claim lodgement period after the completion of the complete scope of work, subject to the successful submission, verification, and acceptance of a fresh 5% Warranty CPG by the Purchaser. This replacement must be completed within the claim lodgement cushion period following as mentioned above.

Alternatively, if explicitly requested by the Supplier and approved by the Engineer-in-Charge (EIC), the Purchaser may retain 5% from the final milestone payment as a cash retention deposit, allowing the release of the initial 10% CPG.

(ii) Acceptable Electronic and Physical Instruments

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

1. An electronic Bank Guarantee (**e-BG**) or a standard Bank Guarantee (**BG**) formatted as per the text in **Annexure-C (See Clause 17.20)**.
2. A Demand Draft (DD) drawn in favour of *Odisha Coal and Power Limited*, payable at Bhubaneswar.
3. An Insurance Surety Bond is issued by an IRDA-approved Bank or Institution **(**Format enclosed as **Annexure-D, See Clause 17.20)**
4. A Fixed Deposit Receipt (FDR) completely pledged in favour of *Odisha Coal and Power Limited*.
5. Direct online electronic routing via RTGS/NEFT into the verified bank account designated by the Purchaser.

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

(iii) Validity and Claim Period

a) **Execution Security Validity:** The initial 10% Contract Performance Security shall remain valid for the entire contract execution period (supply, installation, and commissioning window) plus an additional 90 (Ninety) days of claim lodgement cushion.

b) **Warranty Guarantee Validity:** The converted 5% Warranty CPG must remain active and valid for the entire duration of the **comprehensive on-site Warranty / Defect Liability Period** for **5 Years** [as specified in the Scope of Work **Clause no. 18.1.4.5 (b)**] plus a mandatory 90 (Ninety) days of claim cushion beyond the final expiry date of the warranty.

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

In the event that the successful L1 Bidder's final financial quote is found to be abnormally low relative to the internal estimated cost of the Purchaser, an Additional Performance Security (APS) shall be strictly applicable. This amount will be calculated and enforced in accordance with prevailing Government / Works Department guidelines [1]. The Supplier must deposit this calculated APS alongside the baseline 10% Performance Security within the initial 7-day window, failing which the LOA shall be cancelled and the firm debarred from future tenders. Please refer **clause no. 7.2 of ITB** for Abnormal Low Bid

(v) Conditions for Appropriation and Forfeiture

The Purchaser reserves the absolute right to forfeit, cash, or appropriate the Performance Security (during execution) or the Warranty CPG (during the warranty phase), either in full or in part, under any of the following defaults:

a) Failure of the Supplier to supply the equipment, components, or mandatory spares within the contractually agreed delivery schedule.
b) Poor quality of installation, failure to meet engineering standards during commissioning, or mid-way abandonment of the execution site.
c) Failure to respond to equipment breakdowns or rectify technical manufacturing defects within the SLA timelines during the Warranty Period.
d) To recover extra costs, liquidated damages, administrative fees, or re-tendering inflation incurred by the Purchaser under the Risk and Cost (**Clause No. 16.4**).

17.4 Warranty:

The comprehensive on-site Warranty terms, technical coverage, and performance parameters for the supplied equipment shall be strictly governed as per **Clause No. 18.4.1.5 (Scope of Supply)**.

Conditions for Warranty Validation:

1. Mandatory OEM Backing and Undertaking (For Dealer / Distributor Bidders):

Where the Supplier is acting in their capacity as an Authorized Dealer or Distributor, they must formally submit a binding corporate undertaking from the Original Equipment Manufacturer (OEM). This document must explicitly guarantee that the OEM will directly back, support, supply genuine spares, and fulfil all servicing and warranty obligations for the entire duration of the mandated warranty period in the event of any performance default or cessation of business by the Supplier.

The submission and formal approval of this OEM undertaking by the Purchaser is a mandatory prerequisite and must be completed before the release of Letter of Award/Purchase Order.

This undertaking must be executed strictly in accordance with the official format annexed under **Annexure-E**.

2. Direct Corporate Performance Undertaking (For Manufacturer Bidders)

Where the Supplier is the Original Equipment Manufacturer (OEM) themselves, they shall submit a direct, unconditional Corporate Performance and Technical Undertaking. This document must explicitly guarantee that the Manufacturer takes absolute, non-transferable responsibility for direct site execution, technical service desk availability, and field engineers within the state of Odisha, while directly absorbing all operational risks, performance liabilities, and uptime targets for the entire lifecycle of the contract.

The submission and formal verification of this Direct Manufacturer Undertaking by the Purchaser is a mandatory prerequisite and must be completed before the release of Letter of Award/Purchase Order.

This undertaking must be executed strictly in accordance with the official format annexed under **Annexure-F**

3. Submission of Warranty Performance Security:

The commencement and contractual validity of the warranty support are strictly contingent upon the Supplier furnishing the requisite financial security. The Supplier must submit and validate the Contract Performance Guarantee (CPG) to cover the Defect Liability/Warranty Period, strictly in accordance with the values, terms, and the replacement/release mechanisms explicitly detailed under **Clause No. 17.3**. Failure to maintain a valid financial security throughout the warranty lifecycle shall result in the forfeiture of the Warranty Performance Security and Purchaser may initiate blacklisting/debarring of the agency from participating in future government tenders.

17.5 Entire Agreement:

This Contract, along with the sections of this RFP (including Section D Part-A General Conditions, Section D Part-B Special Conditions, and Section E Scope of Supply, Technical Specifications, Bill of Quantity), constitutes the sole, entire, and integrated agreement between Odisha Coal and Power Limited (OCPL) and the Supplier regarding the execution of the turnkey supply and installation. This instrument supersedes all prior tender negotiations, representations, letters of intent (LOI), minutes of pre-bid meetings, or oral and written commitments exchanged between the parties prior to the formal date of award.

17.6 Survival of Provisions:

Termination, cancellation, or natural expiration of this Contract for any reason whatsoever shall not affect or impair the continued validity and enforceability of clauses which by their nature are intended to survive the contract lifecycle. The rights, obligations, and liabilities under Clause 16.1 (Governing Law & Jurisdiction), Clause 16.6 (Broad Indemnification and Statutory Compliance), Clause 16.7 (Proprietary & Intellectual Property Rights and Patent Indemnity), Clause 16.4 (Risk & Cost Financial

Recovery), and Clause 17.4 (Comprehensive On-Site Warranty Obligations) shall explicitly survive the termination, cancellation, closeout, or expiry of this Contract.

17.7 Equipment Performance Guarantees and Parameters:

The Supplier guarantees that the mechanical and electrical equipment supplied shall perform strictly in accordance with the technical metrics outlined in Section E (Scope of Work and Technical Specifications). In the event that the equipment fails to meet the guaranteed performance parameters (such as designated pump discharge flow rates or solar power yield tolerances) during the Warranty Period, the Supplier shall rectify, modify, or replace the defective units at its own cost pursuant to **Clause No. 17.10**. Failure to meet these guarantees shall entitle the Purchaser to claim liquidated damages for performance shortfall pursuant to **Clause No. 17.10.**

17.8 Solar Pump Statutory Requirements and Compliance:

The Supplier shall ensure that the engineering, design, supply, and civil-electrical installation of all solar-powered water pumping systems across the six (6) village sites conform strictly to the latest technical standards and benchmarks issued by the Ministry of New and Renewable Energy (MNRE), Government of India, and the Odisha Renewable Energy Development Agency (OREDA). All components—including solar PV modules, solar pump controllers, Universal Solar Pump Controllers (USPC), structure frames, and submersible/surface motor-pump sets—must carry approved test certificates from MNRE-authorized testing laboratories.

17.9 Custody and Liability:

The Supplier shall remain solely responsible for the safety, security, and watch-and-ward of all materials, tools, and installed systems on-site. In the event of theft, pilferage, or vandalism occurring prior to the formal issuance of the Commissioning Certificate and handing over of system to Purchaser, the Supplier shall replace the missing or damaged assets at its own cost within seven (7) days. The Supplier is advised to secure comprehensive transit-cum-storage-cum-erection insurance at its own expense to cover these risks.

17.10 P**erformance Uptime and Liquidated Damages During Warranty:**

a) **Guaranteed Uptime:** Throughout the Comprehensive On-Site Warranty Period (defined under **Clause 17.4**), the Supplier guarantees a minimum system operational availability (uptime) of ninety-five percent (90%) on an annual basis for each individual solar pumping installation, accounting for sun-availability hours.

b) **Fault Rectification Timeline:** Upon receiving a breakdown notification email, or telephonic alert from the EIC, the Supplier must dispatch a qualified technician and restore the system to full operational capacity within forty-eight (48) hours.

c) **Non-Performance Penalties:** If a system remains non-operational beyond the allowed forty-eight (48) hour rectification window, a performance penalty of **INR 1,000/- per day per site** shall be levied on the Supplier. These penalties shall be deducted directly from any pending payments or through the encashment of the Performance Bank Guarantee (PBG).

17.11 <u>Notices and Official Communications:</u>

(i) Form and Delivery Mode

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

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

(ii) Designated Officer and Communication Address:
All communications must be addressed to the following officer of Purchaser**:**

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

17.12 <u>FORMAT OF BG AND INSURANCE BOND FOR PERFORMANCE SECURITY:</u>

NOTE: *In compliance with Clause 7.2, 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-C 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 "Purchaser", 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 Purchaser 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 Purchaser.

(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 Purchaser.

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 Purchaser informing the Bank of the Service Provider's failure to fulfil its obligations under the Contract, immediately pay to the Purchaser, upon receipt of such written demand from the Purchaser, without further proof or conditions and without contest, recourse, demur or protest and without any enquiry to the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser;

    b) Purchaser notifying the Bank in writing that the Purchaser 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 Purchasership 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 Purchaser 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 Purchaser, whether with or without the Bank's knowledge, or by reason of the Purchaser 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 Purchaser):

    (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 Purchaser 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 Purchaser, 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 Purchaser. If the Bank receives any payment or benefit in breach of this Clause 9, it shall hold the same in trust for the Purchaser.

9. The Bank represents, warrants and undertakes to the Purchaser 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 Purchaser in exercising any right, power or privilege hereunder and no course of dealing between the Purchaser and the Bank, or the Service Provider, shall operate as a waiver thereof, nor

11. 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.

12. 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 Purchaser to replace the invalid, illegal or unenforceable provision.

13. 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.

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

15. 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 Purchaser, at [please insert address] marked for the attention of [please insert name];

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

16. 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.

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

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

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

ANNEXURE-D: PERFORMANCE SECURITY (Insurance Surety Bond)

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

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

To,
[Employer's Name & Address]

Dear Sirs,

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

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

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

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

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

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

....
(Signature)

....
(Name)

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

Notes:

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

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

ANNEXURE-E: MANUFACTURER'S AUTHORIZATION & PERFORMANCE UNDERTAKING

(If Bidder being Authorised Dealer/Distributor)
(To be executed on the official letterhead of the Original Equipment Manufacturer (OEM))

Ref No: ____________________
Date: ____________________

To,
The Engineer-in-Charge
Odisha Coal and Power Limited (OCPL)
Samanwaya Bhawan, Manoharpur Coal Mine Project.
Vill-Sarbahal, Block-Hemgir, Dist-Sundargarh,
Odisha-770013

Sub: Manufacturer's Authorization and Direct Performance Undertaking for the Supply, Installation, and Commissioning of Solar-Powered Water Pumping Systems across Six (6) Village Sites near Manoharpur Coal Mine Project.

Ref: NIT / Bid Document No: [Insert Tender Number] Dated [Insert Date]

Dear Sir/Madam,

1. **Authorization and Product Validity:**
   We, **[Insert Full Name of OEM]**, having our registered corporate office and manufacturing facilities at **[Insert Manufacturing Address]**, do hereby confirm that **M/s [Insert Full Name of Authorized Dealer/Bidder]**, located at **[Insert Dealer Address]**, is our officially authorized distributor/dealer for the region of Odisha, India. We formally authorize them to submit a bid, negotiate terms, and execute the contract utilizing our genuine, factory-tested mechanical and electrical equipment (specifically including Solar PV Modules, Solar Pump Controllers, and Motor-Pump Assemblies).

2. **Direct Product Warranty Alignment (Pursuant to Clause No. 17.4 (1)):**
   We have read, understood, and consented to the Special Conditions of Contract (SCC), with specific reference to **Clause No. 17.4 (1) (Comprehensive On-Site Warranty Obligations)**. We hereby guarantee that all mechanical, structural, and electrical equipment supplied under this contract shall carry our comprehensive manufacturer's backing. We explicitly certify that the equipment supplied will be free from defects in materials, design, and workmanship for the full duration of the specified contract warranty period.

3. **Guaranteed Uptime and Penalty Compliance (Pursuant to Clause No. 17.10):**
   We have reviewed and evaluated the performance metrics detailed in **Clause No. 17.10 (Performance Uptime and Liquidated Damages During Warranty)**. We acknowledge the requirement of the strict forty-eight (48) hour fault rectification timeline. We certify that our authorized dealer possesses the necessary calibration software, field diagnostics, and authentic spare parts allocation to satisfy these uptime obligations.

4. **Irrevocable Back-to-Back Performance Fallback:**
   In the event that our Authorized Dealer, **M/s [Insert Name of Dealer]**, fails to discharge their obligations, undergoes financial distress, ceases commercial operations, or defaults under **Clause 17.4(1) or Clause 17.10** at any point during the contract execution or the subsequent warranty lifecycle, **we, the OEM, do hereby irrevocably undertake to step in directly**. We shall assume full technical and financial liability to:

   a) Provide immediate, uninterrupted technical field support at all six (6) designated village sites.
   b) Repair or replace any defective components using our original factory spares at no extra cost to OCPL.

c) Honour and settle any non-performance penalties or liquidated damages levied under Clause 17.10.2 and 17.10.3 to prevent any operational disruption to the local village systems.

5. **Validity:**
This undertaking is unconditional, legally binding under Indian Law, and shall remain fully valid, active, and enforceable until the natural expiry of the Comprehensive Warranty lifecycle (**Clause No. 18.4.15**) of the last solar-pumping unit commissioned under this tender.
We hereby confirm that the signature affixed below belongs to an executive authorized via our Corporate Power of Attorney to legally bind the company.
Yours faithfully,

For and on behalf of M/s [Insert Name of OEM]
(Authorized Signature)

Name: _____________________________________

Designation: ______________________________

Company Seal / Stamp: ____________________

Contact Number & Email: __________________

ANNEXURE-F: MANUFACTURER'S PERFORMANCE & WARRANTY UNDERTAKING

(If the bidder is Manufacturer)

(To be executed on the official corporate letterhead of the Bidder-Manufacturer)

Ref No: ___________________

Date: ___________________

To,

The Engineer-in-Charge

Odisha Coal and Power Limited (OCPL)

Samanwaya Bhawan, Manoharpur Coal Mine Project.

Vill-Sarbahal, Block-Hemgir, Dist-Sundargarh,

Odisha-770013

Sub: Manufacturer's Performance Undertaking for the Supply, Installation, and Commissioning of Solar-Powered Water Pumping Systems across Six (6) Village Sites near Manoharpur Coal Mine Project.

Ref: NIT / Bid Document No: [Insert Tender Number] Dated [Insert Date]

Dear Sir/Madam,

1. **Status as Original Equipment Manufacturer (OEM):**
   We, **M/s [Insert Full Name of Bidder-Manufacturer]**, having our registered corporate office at **[Insert Registered Address]** and our primary manufacturing facilities at **[Insert Factory Address]**, do hereby declare that we are the established, original designers and manufacturers of the core mechanical and electrical equipment—specifically including the Solar PV Modules, Solar Pump Controllers, and Motor-Pump Assemblies—proposed for deployment under this tender.

2. **Direct Product Warranty Compliance (Pursuant to Clause No. 17.4 (1)):**
   We have thoroughly reviewed, understood, and consented to the Special Conditions of Contract (SCC), with specific reference to **Clause No. 17.4 (1) (Comprehensive On-Site Warranty Obligations)**. We hereby provide our direct, unconditional corporate guarantee that all mechanical, structural, and electrical systems supplied by us shall be entirely free from defects in materials, design, and workmanship. As the OEM, we take absolute responsibility for the direct execution of all comprehensive on-site warranty obligations for the full duration of the contract lifecycle.

3. **Guaranteed Uptime and Penalty Compliance (Pursuant to Clause No. 17.16):**
   We explicitly acknowledge and accept the operational performance benchmarks detailed in **Clause No. 17.16 (Performance Uptime and Liquidated Damages During Warranty)**.

4. **Direct Field Rectification & Resource Allocation:**
   To ensure compliance with the strict forty-eight (48) hour fault rectification timeline, we hereby undertake that:

   a) We shall maintain a dedicated technical support desk and deploy factory-trained service engineers stationed locally in Odisha to handle immediate site call-outs.
   b) We shall establish and maintain a critical inventory buffer of authentic factory spares, calibration instruments, and replacement controllers specifically allocated for this project to eliminate supply chain delays.
   c) We accept that any failure on our part to restore system functionality within the stipulated 48-hour window shall result in the automatic deduction of non-performance penalties (as per **Clause No.17.10**) from our progressive milestone invoices, retention money, or through the encashment of our Performance Bank Guarantee (PBG).

5. **Sole and Continuous Liability:**
   We confirm that our liability as both the Bidder and the Manufacturer is joint, several, and absolute. This undertaking is legally binding under Indian Law and shall remain continuously active and enforceable until the natural expiry of the Comprehensive Warranty and Maintenance lifecycle of the last solar-pumping unit successfully commissioned under this contract.

   We hereby confirm that the signature affixed below belongs to an executive authorized via our Corporate Board Resolution / Power of Attorney to legally bind the manufacturing corporation.

   Yours faithfully,
   For and on behalf of M/s [Insert Name of Bidder-Manufacturer]
   (Authorized Signature)

   Name: _____________________________________

   Designation: ______________________________

   Company Seal / Stamp: ____________________

   Contact Number & Email: __________________

SECTION E: CONTRACTUAL SCOPE OF SUPPLY & DETAILED TECHNICAL SPECIFICATION

18 <u>CONTRACTUAL SCOPE OF SUPPLY & DETAILED TECHNICAL SPECIFICATION:</u>

Supply, Installation, Testing & Commissioning of 1 HP solar pump with water storage tank at Village-Parmanandapur, Kathpahali, Durubaga, Sarbahal, Laikera & Kutabaga of Sundargarh District.

<u>Scope of Supply, Installation and Commissioning</u>

Solar Energy Based Dual Pump Piped Water Supply Scheme (CSR Initiative of OCPL)

18.1 Background:

As part of its Corporate Social Responsibility (CSR) initiatives, **Odisha Coal and Power Limited (OCPL)** is committed to improving the quality of life in nearby and underserved communities by ensuring access to safe and reliable drinking water. In many small, remote and inaccessible habitations, bore wells and tube wells are the only available sources of water. However, declining groundwater levels and frequent failure of hand pumps often disrupt the availability of minimum life-supporting drinking water.

The challenge is further compounded by the lack of reliable electricity supply. Several such habitations are either un-electrified or suffer from erratic and low-voltage power, making it difficult to operate conventional water pumping systems. Additionally, natural calamities often lead to grid failures, causing prolonged interruptions in water supply.

To address these challenges, OCPL proposes the implementation of **solar energy-based dual pump piped water supply systems**. This system integrates solar photovoltaic (PV) pumps with existing hand pumps, ensuring uninterrupted water supply through operational redundancy. In case one system fails, the other continues to function, thereby enhancing reliability.

This initiative not only ensures sustainable and continuous access to safe drinking water but also reduces dependency on conventional energy sources and recurring operational costs. It reflects OCPL’s commitment towards environmental sustainability and community welfare.

18.2 General Scope

The work shall be included supply, installation, testing, commissioning and comprehensive maintenance for a period of five (05) years of6 nos of Solar Energy Based Dual Pump Piped Water Supply Systems in the village-Sarbahal, Durubaga, Kiripsira, Kathphali, Paramanandpur and Laikera.

The system shall include Solar PV submersible pump sets, module mounting structures, storage tanks, pipelines, stand posts and all associated civil and electrical works, conforming to BIS/MNRE standards.

18.2.1 Pre-Installation Activities

The Supplier shall undertake the following prior to execution:

a) Collection of village-wise data including tube well locations and identification of shadow-free areas.
b) Detailed site survey and verification of tube wells.
c) Selection of suitable locations for overhead tanks (OHT) and stand posts in consultation with OCPL & local authorities.
d) Intimation to concerned authorities regarding commencement schedule.

18.2.2 Supply & Installation:

The Supplier shall be responsible for:

a) Supply, transportation, safe storage and handling of all materials at site.

b) Installation of Solar PV submersible pumps (approx. 900 Wp or as required), PV array, GI mounting structure, storage tanks, pipelines and stand posts.

c) Construction of user-friendly water collection platforms ensuring safety and no exposure of outlet pipes.

d) Proper cable routing ensuring no loose or exposed wiring.

e) Execution of all civil works and obtaining necessary site clearances.

18.2.3 Testing, Commissioning & Handover

a) Testing and commissioning of complete system in presence of authorized representatives.

b) Trial operation for a minimum period of one week.

c) Preparation of joint commissioning reports along with geo-tagged (GPRS) photographs.

d) Submission of all documentation as per tender requirements.

e) Formal handover to Village Committee or OCPL.

18.2.4 Operation & Maintenance (O&M)

a) The agency shall be responsible for the maintenance of the complete solar system, including solar modules, pump controller, and pump, for a period of 5 years at no additional cost.

b) Periodic inspection, servicing and performance monitoring as required.

18.2.5 Technical & Performance Requirements

a) The solar panels shall carry a minimum performance warranty of 25 years.

b) The solar pump and controller shall carry a minimum warranty period of 5 years.

c) System shall meet rated discharge/output under standard test conditions.

d) Installation shall consider site conditions such as shading, terrain and waterlogging.

e) OHT shall be installed at highest feasible location and stand posts near households.

18.2.6 Safety, Compliance & Training

a) Ensure no damage to village infrastructure and zero leakage in water distribution system.

b) Compliance with all statutory requirements and quality standards.

c) Training of designated users/OCPL personnel on operation and maintenance.

d) Supply of detailed O&M manuals for each installation.

e) Fixing of minimum size of 4’ x 4’ project description pillar in SS materials in each location without any additional cost.

18.2.7 Commercial & Statutory Provisions

a) All applicable taxes and statutory deductions shall be made as per prevailing rules of contracts.

b) Additional pipeline work, if beyond specified limits shall be paid as per applicable Schedule of Rates of the contract.

18.3 Time Schedule

The entire work is to be completed within 04 (four) months from the date of issuance of the Letter of Award (LoA). Refer **Clause No. 16.1**

18.4 TECHNICAL SPECIFICATION

18.4.1 PART-A

Solar energy based dual pump piped water supply scheme includes complete solution for supply, installation, commissioning and comprehensive maintenance contract (CMC) for 5 years. The solar dual pump should consist arrangement of installation of Solar photovoltaic submersible pump in addition to the hand pump in the same bore well/Tube well.

System should consist Solar Panels, Submersible Pump, electronics, Module Mounting Structure, Hot dip galvanized Tank Tower Structure (3mtr), 5,000 litters water storage tank, common Stand Post, distribution pipe line.

18.4.1.1 PV ARRAY

The SPV water pumping system should be operated with a PV array capacity in the range of 900Wp or above (with recommended tolerance), measured under Standard Test Conditions (STC). Sufficient number of modules in series and parallel could be used to obtain the required PV array power output. The power output of individual PV modules used in the PV array, under STC, should be a minimum of 335Watts peak for array capacity of 900Wp or above, with adequate provision for measurement tolerances. Use of PV modules with higher power output is preferred.

a) Indigenously produced PV module (s) containing mono/ poly crystalline silicon solar cells should be used in the PV array for the SPV Water Pumping systems.
b) Modules supplied with the SPV water pumping systems should have certificate as per IEC 61215 specifications or equivalent National or International/ Standards.
c) Modules must qualify to IEC 61730 Part I and II for safety qualification testing.
d) The efficiency of the PV modules should be minimum 17%.
e) The terminal box on the module should have a provision for “Opening” for replacing the cable, if required.

There should be a Name Plate fixed inside the module which will give:

a. Name of the Manufacturer or Distinctive Logo.
b. Model Number
c. Serial Number
d. Year of manufacture

18.4.1.2 MOUNTING STRUCTURES.

The PV modules will be mounted on metallic structures of adequate strength and appropriate design, which can withstand load of modules and high wind velocities up to 180 km per hour. The support structure used in the pumping system will be hot dip galvanized iron (G.I).

The “Mounting Structure” should have the following features:

a) The modules support structure shall be mild steel, hot dipped galvanized for holding the PV modules. The size of angle iron should not be less than 50x50x5 mm.
b) Each panel frame shall be complete with a weather proof junction box as per the relevant BIS specifications, where the module terminals shall be interconnected and output taken.
c) All nuts and bolts should be made of very good quality and should be corrosion resistant.

d) The structure should be designed to allow easy replacement of any module.
e) The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels.

NOTE: Model of PV Array (Cells) and Mounting Structure should be in ALMM list of MNRE.

18.4.1.3 ELECTRONICS AND PROTECTIONS

a) Maximum Power Point Tracker **(MPPT)** should be included to optimally use the Solar panel and maximize the water discharge.
b) Controller for BLDC motor driven pumps, if required be used. The controller must have ***IP 65*** protection or must be housed in a cabinet having at least IP 65 protection.
c) Adequate protections should be incorporated against dry operation of motor pump set, lightning, hails and storms.
d) Full protection against open circuit, accidental short circuit and reverse polarity should be provided.
e) Recommended lightning arrestor for module, motor.

18.4.1.4 ON/OFF SWITCH

A good reliable switch suitable for DC use is to be provided. Sufficient length of cable should be provided for inter-connection of the PV array, Controller / Inverter and the motor pump set.

18.4.1.5 WARRANTY/DEFECT LIBILITY PERIOD:

a) The PV Modules must be warranted for output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.
b) The whole system including submersible/ surface pumps shall be warranted for 5 years.

18.4.1.6 OPERATION AND MAINTENANCE MANUAL

An Operation and Maintenance Manual, in English and the local language, should be provided with the solar PV pumping system. The Manual should have information about solar energy, photovoltaic, modules, DC motor pump set, tracking system, mounting structures, electronics and switches. It should also have clear instructions about mounting of PV module, DO's and DONT's and on regular maintenance and Trouble Shooting of the pumping system. Name and address of the person or Centre to be contacted in case of failure or complaint should also be provided.

18.4.1.7 SOLAR SUBMERSIBLE PUMP

a) Light weight stainless steel helical rotor / equivalent submersible pump with MPPT pump controller with suitable indication and control, Permanent magnet brushless motor.
b) Pump type – To run on 900Wp or above solar module,1 HP BLDC PUMP or equivalent
c) Shut off head- max 120 mtrs
d) Rated rpm – Variation as per solar radiation
e) Rated voltage – Variation as per input
f) Rated current – To meet power of module matrix.
g) Built-in features –
    i. Outer dia should fit to fit the bore

ii. Outlet of the pump should be 32mm.
iii. Dry run protection, suitably above motor
iv. Over and under voltage protection
v. Overload protection
vi. Temperature Protection

Auto Water Level Controller without Battery: - Automatic OFF/ON for controlling water level in the tank. IP -65 water proof housing & Suitable AC/DC inputs.

Cable: -

a) 3 core x 2.5 sq.mm cable as per IS 694- 70 meters.
b) PVC Pipe ½ inch for covering cable for concealed connection – 10 mtrs.

18.4.1.8 Water Supply System

The depth of submersible Pump shall be max 90 mtrs or as per the depth of the bore with independent riser pipe. HDPE / CPVC pipe as per IS of 50 mm size shall be used from overhead tank to stand post below ground level connection at a depth of minimum 60cm of required length (up to 50 Mt). GI/CPVC pipe of suitable size shall be used for over ground connection such as inlet, outlet and over flow connection of OHT and to distribution line connected to four mouth hot dip galvanized Common stand post with stainless steel self-closing (304 grades) taps at a height 800mm.

18.4.2 PART - B

Supply, Installation of GI structure / LLDPE Rotational moulded polythene cylindrical vertical water storage tank (Double Layer) 5000 Liters capacity with ISI mark of IS: 12701:1996 Latest revision and completion of rising main distribution system, etc. should be carried out as per the scheme details enclosed.

PART B: Technical Specifications of:

1. GI structure,
2. Rising main and distribution system
3. Civil Work.

18.4.2.1 GI Structure: -

Design and drawings of the structure and foundation are enclosed

GI Structure should be strong enough (Main columns and base frame for Overhead Tank be made out of minimum of 91.5mm x 91.5mm x 4.5 mm square tube) to hold minimum of 7.5 tons of weight and cater to a minimum of 180 km/hr. wind speed. RCC foundation should be strong enough to hold weight of structure and water tank and the PV modules.

RCC foundation should be strong enough to hold weight of structure and 5000 Litters Capacity water tank filled with water. Height at which the tank kept is 3 mtr.

The structure should be hot dip galvanized (minimum thickness 80 microns) Overhead tank structure should be erected on suitable solid foundation made of reinforced cement concrete as per the ground requirement. All details of IS standards of MS Sq tubes, MS plates, Nut bolts and welded joints are as bellow;

- Indicates H.YS.D. BARS Fe 415 grade as per IS :1786

- Grade of concrete M-20
- Grade of PCC M-10(1:3:6)
- All dimensions are in mm. unless otherwise specified
- Minimum depth of foundation - 1.20 M
- All high strength deformed bar (Fe 415) reinforcement shall be minimum yield strength mentioned in IS: 1786.
- All welds are 4 mm continuous fillet unless otherwise noted.
- All structural steel used for welded structures shall confirm to IS: 2062 Grade – A (Fe410 W A) except for MS plates over 16 mm thickness which shall confirm to IS: 2062Grade - B (Fe 410 W B) unless otherwise noted.
- All Bolts and Nuts shall confirm to IS: 1363 (Latest)
- H.S.F.G. Bolts and Nuts shall confirm to IS: 3757 and IS: 6623 respectively.
- Washers shall confirm to IS: 5369 -1975, IS: 5370-1969, IS: 5372-1975 or IS: 5374- 1975.
- Bolts in direct tension shall be provided with the lock nuts or double coil spring washers.
- All steel sections shall be thoroughly strengthened and wire brushed to ensure complete removal of rust and scale.
- All dimensions refer to unfinished concrete dimensions unless shown or noted.

18.4.2.2 Rising Main and Distribution System:

Rising main consist of HDPE/PVC pipe of 25/32 mm Dia. suitable for the distance between hand pump special water chamber of dual pump system and LLDPE water storage tank with vent pipe. Distribution system consist of pipe line from water storage tank to common stand post. Details are as bellow.

18.4.2.3 Rising Main:

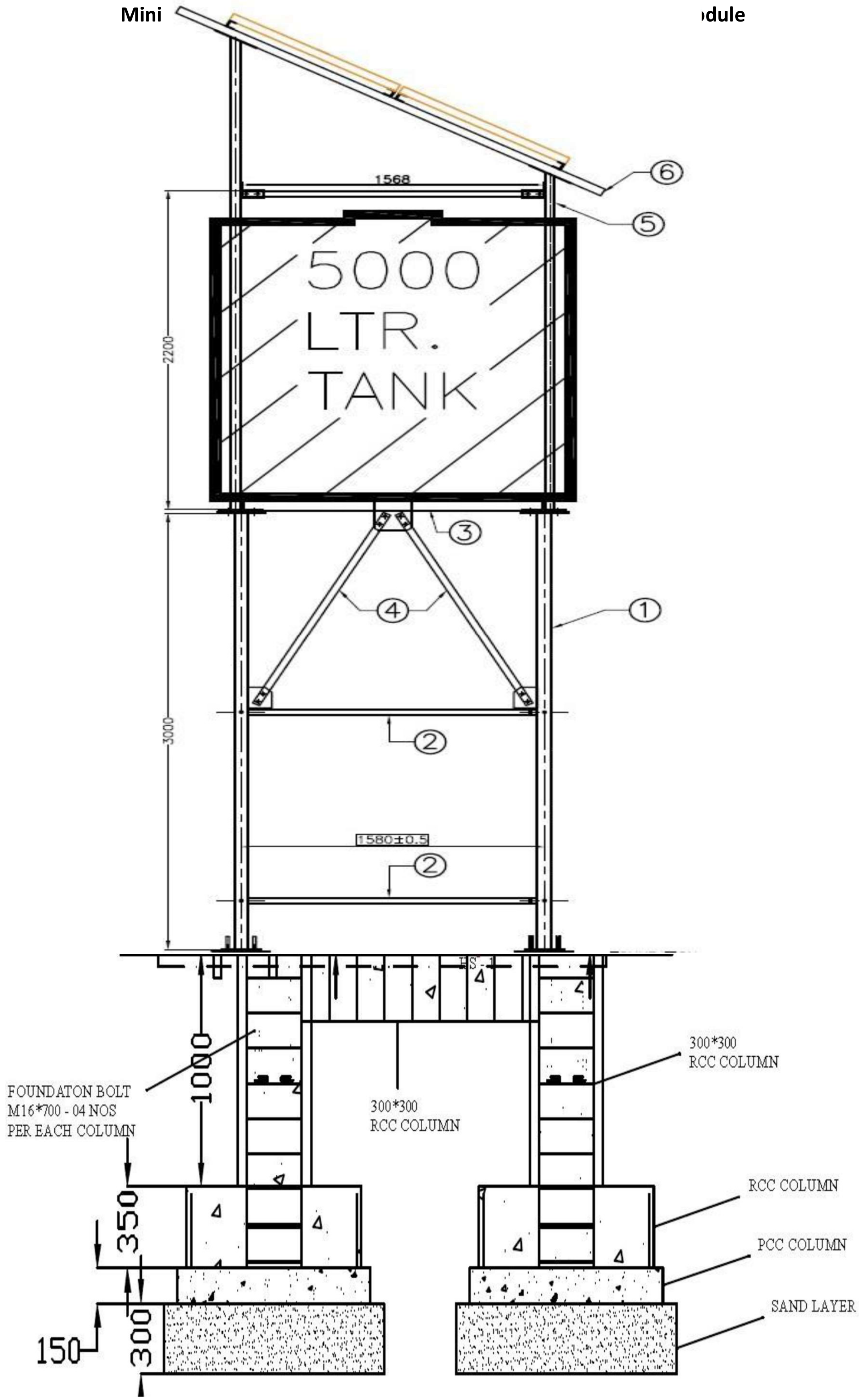
For Inlet of Tank Providing and laying of HDPE/CPVC pipe of medium Class 25 mm Dia Including one end coupling for full length pipe.

For Distribution - Providing and supplying and laying, in standard length ISI mark rigid plasticized PVC (8 kg/cm2) pipes 50 mm dia. suitable for potable water with solvent cement joint including couplers as per IS specification No.4985/1988.

Providing and construction 4 taps stand posts with excavation , 15 Cm thick bolder filling 15 cm thick PCC 1:3:6 bedding 20 mm thick PCC 1:2:4 concrete for platform of 1 Mtr Dia with side curb and bucket rest , 80mm Dia heavy duty GI pipe central post duly filled therein with CC 1:2:4 ,5 mtr long , 20 mm dia .medium GI pipe from point of tapping to stand post additional 20 mm Dia GI pipe fixed vertically and providing and fixing two 15 mm Dia. self-closing brass water taps, brass ferrule etc complete.

18.4.2.4 Civil Work: -

a) Civil work for erection of overhead Tank Structure as per site conditions and soil formations
b) Civil work for erection and skirting of stand post.
c) Civil work for construction of hand pump platform.
d) LLDPE Rotational Moulded Cylindrical Vertical Water Storage Tank (Double Layer) 5000 Liters capacity with ISI mark of IS: 12701:1996 conforming to all Latest revision.


1568
5000
LTR.
TANK
2200
3000
1580±0.5
1
2
3
4
5
6
1000
350
150
300
FOUNDATON BOLT
M16*700 - 04 NOS
PER EACH COLUMN
300*300
RCC COLUMN
300*300
RCC COLUMN
RCC COLUMN
PCC COLUMN
SAND LAYER

18.5 Bill of Quantity:

Title of Supply:

Supply, Installation, Testing & Commissioning of 1 HP solar pump with water storage tank at Village Parmanandapur, Kathpahali, Durubaga, Sarbahal, Laikera & Kutabaga of Sundargarh District.

Sl no	Description of the project	Unit	Quantity
1	Supply, installation, testing & commissioning of 1HP solar DC water pumping system with 5000 ltr water storage tank in existing tube well at Village- Parmanandapur, Kathpahali, Durubaga, Sarbahal, Laikera & Kutabaga of Sundargarh District as per Contractual Scope of Work (Section E of RFP)	Sets	6
2	Transportation charges for all the materials to Sites	Sets	6