REQUEST FOR PROPOSAL (RFP)

FOR

"ENGAGEMENT OF AN AGENCY FOR COMPREHENSIVE MAINTENANCE SERVICES FOR REHABILITATION & RESETTLEMENT (R&R) COLONY-I OF ODISHA COAL AND POWER LIMITED (OCPL) AT SUKHABANDH, HEMGIR, SUNDARGARH, ODISHA"

THROUGH COMPETITIVE BIDDING

NIT No: OCPL/SER-240/2026
Date: 28/07/2026

ODISHA COAL AND POWER LIMITED
(A GOVERNMENT OF ODISHA COMPANY)
Zone-A, Fourth Floor, Fortune Towers, Chandrasekharpur-751023, Bhubaneswar, Odisha.

LETTER OF INVITATION

DATE: 28/07/2026

To

Dear Madam/ Sir,

ODISHA COAL AND POWER LIMITED. (hereinafter called "Owner") seeks to Contractor/Company/Agency (hereinafter referred as "**Bidder**") for the work "**Comprehensive Maintenance Services for Rehabilitation & Resettlement (R&R) Colony-I of Odisha Coal and Power Limited (OCPL) at Sukhabandh, Hemgir, Sundargarh, Odisha**" (Hereinafter called "Work") under this proposed Contract for which this Request for Proposal (RFP) is issued.

On behalf of the Owner, the Chief Operating Officer invites bids through the Tender Odisha Portal (Odisha Govt. e-Procurement System) to execute the work from Contractor/Company/Agency. The Contractor/Company/Agency will be selected as per procedure laid down in this RFP, in accordance with the policies of the Owner.

Bidder's may download the complete RFP document and submit their bids from **28/07/2026** onwards from the Tender Odisha Portal (Odisha Govt. e-Procurement System) i.e., www.tendersodisha.gov.in or may refer our website i.e. www.ocpl.org.in till 5.00 PM on **14/08/2026**. A non-refundable tender fee of **Rs.2,000/- (Rupees Two Thousand Only) inclusive of GST@18%** shall be submitted through the Odisha e-Tender Portal (Tender Odisha – Government of Odisha e-Procurement System), in the manner prescribed on the portal. .

The tender shall be processed entirely through the Tender Odisha Portal and no physical sale of tender documents shall be undertaken. Interested bidders are required to submit their bids online through the Tender Odisha Portal in accordance with the instructions provided in this RFP document. All amendments, corrigenda, and updates, if any, shall be hosted only on the above portal, and bidders are advised to regularly visit the portal for the latest information.

Thanking you,

Yours sincerely,

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

INSTRUCTIONS TO BIDDERS

DISCLAIMER.

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

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

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

The Owner, its employees and advisors make no representations or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP.

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

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

Contents

1. BACKGROUND:

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

OCPL has been allocated with Manoharpur and Dip-Side of Manoharpur Coal Blocks in the Sundargarh district. Coal production started in the year 2019-20 and in the Financial Year 2024-25, a total of 11.7 Million Tonnes of Coal have been produced. At present OCPL is supplying coal to OPGC, NTPC, NALCO, Vedent, Balco, Hindalco & other clients in both Odisha and Outside the state.

2. REQUEST FOR PROPOSAL:

Through this Request for Proposal ("RFP"), Odisha Coal and Power Limited ("OCPL" or the "Owner") invites online Techno-Commercial Bids and Price Bids ("Bids") from eligible, competent, and financially sound bidders through the Odisha e-Tender Portal, who meet the Qualification Requirements as specified in the Instructions to Bidders for the work "**Comprehensive Maintenance Services for Rehabilitation & Resettlement (R&R) Colony-I of Odisha Coal and Power Limited (OCPL) at Sukhabandh, Hemgir, Sundargarh, Odisha"**

3. PROJECT DESCRIPTION:

3.1. General

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

Owner and its registered office	Zone-A, Fourth Floor, Fortune Towers, Chandrasekharpur-751023, Bhubaneswar, Odisha.
Project /Work/Service	Comprehensive Maintenance Services for Rehabilitation & Resettlement (R&R) Colony-I of Odisha Coal and Power Limited (OCPL) at Sukhabandh, Hemgir, Sundargarh, Odisha
OCP L's Site Office	Samanwaya Bhawan, Manoharpur, Hemgir-770013, Sundargarh, Odisha
Access to Site Office	Road – Belpahar on NH-200 is 25 km from Hemgir Rail - Kanika/Hemgiri Station – 12 km from Hemgir Air Port – Nearest Airport is Jharsuguda/ Bhubaneswar.

4. SCOPE OF WORK:

The detailed Scope of Work, Special Conditions of Contract, Technical Specifications, drawings/diagrams, list of required tools & tackles, and other relevant details are enclosed as **Annexure-I**, which shall form an integral part of this Tender Document.

5. BIDDING SCHEDULE:

Issue of Tender Document	28/07/2026
Start Date of download and submission of Tender Document	28/07/2026
Last Date of Submission of Bid	3.00 PM on 14/08/2026
Opening Date of Techno- Commercial Bid	3.30 PM on 17/08/2026
Opening Date of Price Bid (indicative)	20/08/2026
Award of contract (Indicative)	25/08/2026

6. BIDDING PROCESS:

The Owner intends to conduct the bidding process through Single Stage – Two Part Competitive Bidding. The tender shall be floated through the Odisha e-Tender Portal (Tender Odisha – Government of Odisha e-Procurement System), accessible at www.tendersodisha.gov.in.

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

(i) Techno-Commercial Bid (including Qualification)

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

(ii) Price Bid

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

7. QUALIFICATION REQUIREMENTS:

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

7.1. Technical Qualification Requirement:

The Bidder shall be required to fulfill the following minimum Qualifying Criteria to be eligible for participation in this tender. The Bidder shall submit documentary evidence in support of each of the qualifying requirements. Failure to furnish the requisite documentary evidence or to meet any of the stipulated Qualifying Criteria shall render the bid non-responsive and liable for summary rejection.

i. Technical Qualification Requirement:

During the preceding Seven (7) Years, till the date of Notice Inviting Tender, Bidders must have either of the following:

Successfully completed and handed over Three (03) similar works with value not less than **Rs. 24.10 Lakh (Rupees Twenty-Four Lakh Ten Thousand Only)** each (excluding GST).

Or

Successfully completed and handed over Two (02) similar work with value not less than **Rs. 30.12 Lakh (Rupees Thirty Lakh Twelve Thousand Only)** each (excluding GST).

Or

Successfully completed and handed over One (01) similar work with value not less than **Rs. 48.20 Lakh (Rupees Forty-Eight Lakh Twenty Thousand Only)** (excluding GST).

Definition of Similar Work: "Similar Work" shall mean successfully completed works involving **comprehensive maintenance, annual maintenance, repair and upkeep of residential colonies, townships, housing complexes, institutional campuses, industrial townships, Resettlement & Rehabilitation (R&R) colonies** including civil, electrical, plumbing, water supply, sewerage, drainage, road maintenance, horticulture, housekeeping, and other allied maintenance services, executed for any Central Government Department, State Government Department, PSU, Autonomous Body, Local Authority, or reputed private organization.

ii. The Bidder must not have been debarred or blacklisted by the Government of India or any State Government in India, or by any of their Departments, Authorities, or Agencies, as on the date of submission of the Bid or during the selection process. An affidavit affirming non-debarment / non-blacklisting shall be submitted along with the Techno-Commercial Bid

iii. A bidder is eligible to submit only one proposal.

7.2. Financial Qualification Requirement:

i. Bidders must have an average annual turnover of minimum **Rs.1.81 Crore (Rupees One Crore Eighty-One Lakh Only)** in the previous three consecutive financial years (i.e., 2025-26, 2024-25 and 2023-24). Audited Annual Report including balance sheet and profit loss statement for last 03 (Three) Financial Year needs to be submitted.

The annual report including balance sheet and profit loss statement with duly certified by the chartered accountant may be accepted only for the last financial year i.e., **2025-26**, if the audited annual report is not available.

ii. The Bidder shall possess a valid Permanent Account Number (PAN) and Goods and Services Tax Identification Number (GSTIN) registration. Copies of the PAN card and GSTIN Registration Certificate shall be submitted/uploaded along with the bid documents.

8. GENERAL BIDDING GUIDELINES AND INSTRUCTION TO BIDDERS:

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

8.2. Inspection Prior to Bid:
Bidders shall:

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

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

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

8.3. Bidders' Due Diligence Complete:

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

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

8.3.2. received all relevant information requested from the Owner;

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

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

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

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

8.4. Requests for Clarifications:

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

Owner shall endeavor to respond to such requests but shall not be obliged to do so. In instances, where the Owner, at its discretion makes any responses, that it believes to be of significance to all Bidders, such responses will be made available to all Bidders who have confirmed their intention to Bid.

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

Should the accumulation of changes to the RFP necessitate an extension to the Bid Submission Date, Owner may extend such date. All changes to the RFP including any extension to the Bid Submission Date will be made formally by issuance of an amendment to the request for proposals (collectively the "Amendments"). Bidders shall acknowledge receipt of all Amendments issued to RFP when the Amendment is received, and additionally, Bidders shall confirm that all Amendments have been incorporated in the preparation of their Bid.

8.5. Amendments Issued to this RFP:

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

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

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

At any time prior to the deadline for submission of bids, the Owner may, for any reason, whether at its own initiative or in response to a clarification sought by a prospective Bidder, modify the RFP through amendments/corrigenda.

The Owner may, at its sole discretion, extend the bid submission deadline to allow prospective Bidders reasonable time to take such amendments/corrigenda into account while preparing their bids.

8.6. Bid Preparation:

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

8.7. Bid Submission:

The Bidder shall submit the Bid for the entire Scope of Services as specified in this RFP.

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

Bidders shall be solely responsible for the timely submission of their bids through the e-Tender Portal. The Owner shall not be responsible for any delay or failure in bid submission due to internet connectivity issues, system failure, incorrect uploading, or any other reason attributable to the Bidder.

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

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

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

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

8.8. Language:

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

8.9. Corrections and Erasures:

No erasures or overwriting shall be permissible in uploaded documents. Bidders shall clearly indicate changes using strike through and rewrite any required minor changes with clear approval signified by initials of the person(s) signing the Bid. All alterations, omissions, additions, changes or any other amendments made in the Bid document to be uploaded shall be initialed by the person(s) signing the

Bid. In case of any mismatch in figure and words in the bid submitted by the bidder the details in words will be considered as final.

8.10. Extension of Bid Submission / Bid Opening Date:

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

8.11. Modification and Withdrawal of Bids:

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

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

No Bid shall be modified, substituted, or withdrawn after the Bid Submission Date and Time. Further, no Bid shall be withdrawn during the period between the Bid Submission Date and the expiry of the Bid Validity Period.

Withdrawal of a Bid during the Bid Validity Period may result in forfeiture of the Bid Security, if applicable, in accordance with the provisions of this RFP.

8.12. Rejection of Bids:

Bids will be rejected if:

i. Any Bid submitted through the Odisha e-Tender Portal after the expiry of the prescribed Bid Submission Date and Time shall not be accepted by the system. Bidders shall be solely responsible for timely submission of their Bids. The Owner shall not be responsible for any delay or failure due to system issues, internet connectivity, or any other reason attributable to the Bidder.

ii. Bids submitted through any mode other than the e-Tender Portal, including fax, email, or physical submission, shall be rejected outright.

iii. Bids that do not contain all information, documents, and enclosures as required under the RFP shall be liable for rejection as non-responsive.

iv. The bidder shall submit the Bid for the entire Scope of Work as specified in the RFP. Bids not covering the full scope shall be liable for rejection.

v. Bids not submitted in the prescribed formats, or bids wherein the Price Bid/BoQ is disclosed in the Techno-Commercial Bid or uploaded incorrectly, shall be rejected. Any bid with an open or visible price component at the technical stage shall be rejected outright.

vi. Bids submitted without payment of Tender Cost and/or Bid Security, in the prescribed form, manner, and validity, shall be rejected.

vii. Bidders shall ensure proper and complete submission of all qualification documents. No correspondence shall be entertained after submission in this regard. The Owner reserves the right to interpret the documents submitted by the bidder at its sole discretion, and such interpretation shall be final and binding.

viii. After opening of the Price Bid, the quoted rates are found to be **abnormally low, unbalanced, or non-genuine**, the Owner reserves the right to seek detailed justification from the bidder within a specified time. If the justification furnished is not found satisfactory, the Bid shall be **rejected as non-responsive,** the **Bid Security (EMD) may be forfeited**. The bidder may also be **considered for debarment/blacklisting**, if such pricing is determined to be deliberate, reckless, or intended to adversely affect the tender process or execution of the Work.

ix. Bids submitted by bidders who are under debarment or blacklisting by any Central/State Government, Public Sector Undertaking, or Government agency, as on the date of bid submission, shall not be considered.

8.13. False or Misleading Claims:

If a bidder conceals any material information, submits any false or incorrect information or documents, or misrepresents facts or makes any misleading statement, in any manner whatsoever, with the intent to influence the evaluation or acceptance of its Bid, the Owner reserves the absolute right to reject such Bid at any stage of the tender process.

Any Bid which, in the sole opinion of the Owner, contains false, incorrect, or misleading information shall be liable for rejection. The Owner shall have **no liability whatsoever** to the bidder or any other person for such rejection.

If it is established at any stage that the bidder has submitted false or misleading information or documents**, the Bid shall be rejected, the Bid Security (EMD) shall be forfeited, and the bidder may be debarred/blacklisted** in accordance with the applicable rules and policies of the Owner.

Further, if after opening of the Price Bid, the quoted rates are found to be **abnormally low, unbalanced, or non-genuine**, the Owner reserves the right to seek detailed justification from the bidder within a specified time. If the justification furnished is not found satisfactory, the Bid shall be **rejected as non-responsive**, and the **Bid Security (EMD) may be forfeited**. The bidder may also be **considered for debarment/blacklisting**, if such pricing is determined to be deliberate, reckless, or intended to adversely affect the tender process or execution of the Work.

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

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

8.15. Bidding cost:

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

8.16. Bid clarifications:

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

8.17. Bid Validity Period:

8.17.1. <u>Bid Validity:</u>

All Bids, except those rejected for any reason, shall remain valid for a period of one hundred eighty (180) days from the Bid Submission Date. Each Bid shall constitute a firm and irrevocable offer during the Bid Validity Period. Non-compliance with the Bid Validity requirement shall render the Bid non-responsive and liable for rejection. In the event the Bidder revokes, withdraws, cancels, or modifies its Bid, or varies any term or condition thereof during the Bid Validity Period without the prior written consent of the Owner, the Bid shall be liable for rejection as per the provision of this RFP. Upon expiry of the Bid Validity Period, unless the Bidder withdraws its Bid through written communication or through the e-Tender Portal, as applicable, the Bid shall be deemed to remain valid until such time the Bidder formally withdraws the Bid.

8.17.2. Extension of Bid Validity Period:

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

8.18. Ownership of Bids and Responses:

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

8.19. Details and Signature of Bidder:

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

8.20. Fraud and Corruption:

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

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

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

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

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

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

8.21. Conflict of Interest:

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

8.22. Disqualification of Bidders:

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

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

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

8.23. Bid Ownership:

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

8.24. Confidentiality:

Information relating to examination, evaluation and recommendation for selection of Successful Bidder will not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Owner in relation to, or matters arising out of, or concerning the bidding process. The Owner will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Owner may not divulge any such information unless it is on a need basis and it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Owner or as may be required by law or in connection with any legal process. In the event the Owner is required to divulge any information, it will make best endeavors to maintain confidentiality of the information held by it and divulge only that information which it is required to.

9. BIDDING PROCEDURE:

9.1. Download of RFP Document:

Bidder's may download the complete RFP document and submit their bids from **28/07/2026** onwards from the Tender Odisha Portal (Odisha Govt. e-Procurement System) i.e., www.tendersodisha.gov.in or may refer our website i.e. www.ocpl.org.in till **5.00 PM on 14/08/2026**. A non-refundable tender fee of **Rs.2,000/- (Rupees Two Thousand Only)** inclusive of GST@18% shall be submitted through the Odisha e-Tender Portal (Tender Odisha – Government of Odisha e-Procurement System), in the manner prescribed on the portal.

The tender shall be processed entirely through the Tender Odisha Portal, and no physical sale of tender documents shall be undertaken. Interested bidders are required to submit their bids online through the Tender Odisha Portal in accordance with the instructions provided in this RFP document. All amendments, corrigenda, and updates, if any, shall be hosted only on the above portal, and bidders are advised to regularly visit the portal for the latest information.

9.2. Bid Preparation and Submission:

Bidder shall submit the Bid as per guidelines mentioned below.

9.2.1 Techno Commercial Bid Submission:

The Techno-Commercial Bid shall be submitted electronically through the Odisha e-Tender Portal (Tender Odisha – Government of Odisha e-Procurement System) only, within the prescribed Bid

Submission Date and Time. Submission of the Techno-Commercial Bid in physical form or through any other mode shall not be accepted.

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

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

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

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

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

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

9.3. Bid Security:

9.3.1. <u>Bid Security to be submitted by the bidders:</u>

Bidders shall submit the Bid Security of **Rs.1,20,514/- (Rupees One Lakh Twenty Thousand Five Hundred and Fourteen Only)** exclusively through the Odisha e-Tender Portal (Tender Odisha – Government of Odisha e-Procurement System), in the manner prescribed on the portal.

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

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

No interest shall be payable by Owner on the Bid Security and the Bid Security shall be valid till 90 days beyond Bid Validity Period or any extended date.

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

9.3.2. <u>Consequence of Non Submittal of Bid Security:</u>

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

9.3.3. Bid Security Forfeiture

The Bid Security furnished by the bidder shall be liable for **forfeiture**, without prejudice to any other rights or remedies available to the Owner, in the following cases:

i. If the bidder withdraws, modifies, or alters its Bid during the period of Bid validity;
ii. If, during evaluation of the Price Bid, any arithmetical error or discrepancy is identified and, upon notification by the Owner, the bidder does not accept the correction of such error;
iii. If the bidder fails to withdraw deviations listed in the deviation statement at the cost of withdrawal indicated by it;
iv. If the bidder, upon extension of Bid validity, fails to comply with the conditions of revalidation or fails to furnish the extended/revalidated Bid Security within the stipulated time;
v. If, after opening of the Price Bid, the bidder:

   a) withdraws its Price Bid; or
   b) refuses to accept the work; or
   c) fails to honour the quoted rates;

vi. In case of the **Successful Bidder**, if the bidder fails within the stipulated time to:

   a) submit acceptance of the Letter of Award (LoA)/Contract/Agreement; or
   b) furnish the required Contract Performance Security/Guarantee;

vii. If the bidder is found to have submitted false, misleading, or forged documents, or has engaged in fraudulent or unethical practices during the bidding process;
viii. If the bidder fails to comply with any material condition of the RFP or breaches any undertaking or declaration submitted as part of the Bid.

9.3.4. Return of Bid Security:

i. The Bid Security of the Successful Bidder shall be returned only after the bidder has submitted the required Contract Performance Security in accordance with the Contract and the same has been verified and accepted by the Owner as per applicable procedures.
ii. The Bid Security of unsuccessful bidders shall be returned after finalization of the tender and award of the Contract to the Successful Bidder.
iii. In case the Bid Security is submitted through online mode in the Odisha e-Tender Portal, the same shall be automatically refunded to the bidder's registered bank account as per the provisions of the e-Tender Portal upon finalization of the tender.
iv. No interest shall be payable by the Owner on the Bid Security amount under any circumstances.
v. The return/refund of Bid Security shall be subject to the provisions relating to forfeiture of Bid Security as specified in this RFP.

10. EVALUATION CRITERIA :

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

10.1. Techno Commercial Bid Evaluation Process:

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

10.2. Qualifying Requirement Evaluation:

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

11. PRICE BID SUBMISSION GUIDELINES:

The Price Bid format or unpriced bill of quantity is provided in in a separate section on the Odisha e-Tender Portal and shall be submitted only through the Odisha e-Tender Portal (Tender Odisha – Government of Odisha e-Procurement System).

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

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

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

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

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

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

11.1. Price Bid Preparation, Submission, Evaluation and Rejection Criteria:

The bidders shall strictly adhere to the following instructions while preparing and submitting the Price Bid in the prescribed BoQ/Price Bid format available on the Odisha e-Procurement Portal:

i. The Price Bid shall be submitted electronically only through the Odisha e-Tender Portal within the prescribed Bid Submission Date and Time, in the prescribed BoQ/Price Bid format available in the respective section of the e-Tender Portal without altering the format in any manner.
ii. The prescribed BoQ/Price Bid format is a protected Excel sheet, wherein entries are permitted only in the designated editable fields (generally marked in blue colour). Bidders shall enter only the required information such as rates and bidder details in the specified fields.
iii. The bidder shall quote rates carefully in the designated cells against each item. The amount column and total amount (in figures and words) shall be automatically calculated by the system, and bidders shall not attempt to manually modify the same.
iv. The Price Bid shall be complete in all respects, with rates quoted against all items/fields specified in the BoQ. Partial bids, blank entries, or conditional pricing shall render the Bid non-responsive and liable for rejection.
v. The bidder shall quote rates carefully in the designated cells against each item. The amount column and total amount (in figures and words) shall be automatically calculated by the system, and bidders shall not attempt to manually modify the same.
vi. Bidders are strictly prohibited from modifying, altering, or tampering with any part of the BoQ format other than the permitted editable fields. Any such modification, whether intentional or otherwise, including changes to formulas, structure, or non-editable cells, shall render the Price Bid non-responsive and liable for outright rejection.
vii. The bidder shall ensure that rates are quoted for all items in the BoQ. Partial quoting, leaving blank cells, or entering zero/conditional values (unless specifically permitted) shall render the Bid non-responsive and liable for rejection.
viii. The bidder shall not insert any conditions, remarks, assumptions in the Price Bid. Any such conditional entry shall result in rejection of the Bid.

ix. The bidder shall carefully read all instructions, notes, and special conditions mentioned in the BoQ, including those highlighted (e.g., in red colour), and ensure full compliance while quoting the rates.

x. The bidder shall ensure that the rates quoted are inclusive of all costs, including but not limited to materials, labour, transportation, loading/unloading, taxes, duties, royalties, statutory levies, and all other obligations as per the RFP, unless otherwise specified.

xi. The bidder shall ensure that the BoQ file is not corrupted, password-protected, or altered in format while uploading. Any unreadable, incompatible, or corrupted file shall lead to rejection of the Price Bid.

xii. The bidder shall upload the duly filled BoQ file only in the designated Price Bid/BoQ section of the e-Tender Portal. Uploading the Price Bid in any other section or disclosure of price information in the Techno-Commercial Bid shall render the Bid liable for rejection.

xiii. The bidder shall be solely responsible for the accuracy of the rates quoted. Any error in quoting rates shall be at the bidder's risk, and no claim for correction shall be entertained after submission of the Bid, except as provided in the RFP.

xiv. In case of any discrepancy between unit rate and total amount, the unit rate shall prevail, and necessary corrections shall be made accordingly during evaluation.

xv. For any clarification regarding preparation of the Price Bid, bidders may contact the Tender Inviting Authority within the stipulated time. Queries raised after the prescribed date shall not be entertained.

xvi. In case of any technical issue during uploading, bidders may contact the helpdesk of the e-Tender Portal. However, the Owner shall not be responsible for any delay or failure in submission due to such issues.

xvii. The Owner will evaluate only those Price Bids that are found complete, responsive, and submitted in the prescribed format. Incomplete, conditional, or non-compliant Price Bids shall be rejected without seeking clarification.

xviii. Submission of the Price Bid in physical form, hard copy, or through any other mode shall not be accepted and shall lead to rejection of the Bid.

xix. The Price Bid submitted through the e-Tender Portal shall be deemed to be legally binding on the bidder.

xx. Non-compliance with any of the above instructions shall render the Price Bid non-responsive and liable for rejection.

11.2. Price in Figures and Words:

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

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

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

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

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

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

11.3. Price Bid - Taxes and Duties:

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

11.4. Unreasonable / Non-Workable / Abnormally Low Bid (ALB)/Non-Genuine Bids:

If, after opening of the Price Bids, any Bid (including that of the L1 Bidder) is found to be abnormally low, unbalanced, front-loaded, conditional, non-genuine, or otherwise unworkable, raising concerns regarding the Bidder's capability to perform the Contract, the Owner may, at its sole discretion, seek detailed written justification from the Bidder.

Such justification may include, but shall not be limited to, item-wise price analysis, methodology, resource deployment, cost assumptions, and execution plan.

If the justification furnished is found unsatisfactory, incomplete, or not credible, the Bid shall be rejected as non-responsive. In such case, the Owner shall proceed to consider the next lowest evaluated responsive Bidder (L2, L3, etc.) at their own quoted rates, without any obligation to match the rejected Bid price.

Where the price of the subsequent bidder is found unreasonable or unjustified, the Owner reserves the right to seek justification, negotiate (if permissible), or cancel and re-tender the work, in full or in part.

If any Bid is found to be deliberately misleading, reckless, or intended to distort fair competition or execution, the Owner may, in addition to rejection:

- forfeit the Bid Security (EMD);
- initiate debarment/blacklisting proceeding**s**; and/or
- take any other action as deemed appropriate.

In case the tender is cancelled due to such non-genuine or unworkable bids, the Owner reserves the right to restrict participation of such bidder(s) in the re-tender/reissue.

The decision of the Owner in determining the reasonableness, workability, and genuineness of the Bid shall be final, conclusive, and binding, and no correspondence or claim shall be entertained.

12. SUCCESSFUL BIDDER:

i. Only those Price Bids which are found responsive, complete, and compliant with the provisions of the RFP shall be considered for evaluation. The Bidder whose Bid is determined to be the Lowest Evaluated Responsive Bid shall be declared the "Successful Bidder"**,** unless the Owner, at its sole discretion, decides otherwise in the interest of the Project.

ii. Notwithstanding the above, if after opening of the Price Bids, including that of the L1 Bidder**,** any Bid is found to be abnormally low, unbalanced, front-loaded, conditional, non-genuine, or otherwise not workable**,** or if the bidder fails to provide satisfactory justification as sought by the Owner, such Bid shall be rejected as non-responsive**.** In such event, the Owner reserves the right to consider the next lowest evaluated responsive Bidder as L1 for further evaluation and award.

13. AWARD OF CONTRACT PROCEDURE:

The Owner reserves the right, at its sole discretion, to accept or reject any or all Price Bids, and shall not be bound to award the Contract to the Lowest Evaluated Responsive Bidder, or to award the Contract at all. The Owner further reserves the right to seek clarifications and/or negotiate with the Successful Bidder on commercial terms and conditions, to secure the most advantageous outcome in the interest of the Project. The Owner's decision regarding evaluation, selection, negotiation, or non-award of

Contract shall be final, conclusive, and binding, and no correspondence or claims shall be entertained in this regard.

Notwithstanding anything contained herein, issuance of this RFP does not obligate the Owner to award the Contract or proceed with the Project, and the Owner reserves the right to cancel or abandon the process at any stage without assigning any reason and without incurring any liability.

13.1. Contract Performance Security:

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

In case of submission of **"Bank Guarantee"**, the format enclosed as **ANNEXURE-B** shall be referred or in case of submission of **"Insurance Surety Bond"** the format enclosed as **ANNEXURE-C** shall be referred.

13.2. Governing Law:

The governing law for the Contract is Indian Law.

13.3. Dispute Resolution:

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

14. OTHER CONDITIONS:

The Owner reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Owner's action.

15. CONDITION OF CONTRACT:

15.1. Payment Terms:

i. 100% of the monthly RA bills will be released within 15 (Fifteen) working days upon certification of the same by the Engineer-In-Charge (EIC) after the adjustment of penalty and/or any other recoveries.

ii. The Engineer-in-Charge (EIC) may withhold certification or payment of any RA Bill, either wholly or partly, if:

   a. The Agency has failed to perform any contractual obligation or has not rectified deficiencies observed during execution of the work.
   b. There are valid claims, complaints or evidence indicating non-payment of wages, statutory dues, or payments due to suppliers, vendors or sub-contractors, wherever applicable.
   c. The Agency has caused damage to OCPL property or to the work executed by another contractor and has failed to restore or compensate the same.
   d. There is a reasonable basis to believe that the Agency may not be able to satisfactorily perform or complete the contractual obligations, or has failed to comply with the terms and conditions of the contract.

iii. Release of any withheld amount shall be subject to satisfactory rectification of the deficiencies, fulfilment of all contractual obligations and certification by the Engineer-in-Charge (EIC).

iv. In case of revision of minimum wages by the Govt. of Odisha and subsequent notification by appropriate authority, the differential amount of wages and statutory due to such revision accrued will be reimbursed to the vendor/agency. The extra payment on escalation of minimum wages shall be based on actual manpower deployed as per wage sheet during contract period. \

15.2. Contract Performance Security:

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

The Contract Performance Security shall be returned after successful completion of the contract period or extended period (If any), if no defect/shortages are found within the tenure of the contract and after obtaining clearances from all concerned departments and submission of final certificate. The vendor shall rectify the defects/return the shortages pointed out during this period without any additional charges.

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

15.3. Taxes & Duties:

The contract price shall be inclusive of all taxes, duties, levies and imposts or any other tax, be it livable by Central, State or Local Authorities except GST. GST shall be paid at actuals on submission of documentary evidence. TDS for Income Tax, if applicable, shall be defected from your bills as per prevailing statute.

15.4. Statutory deductions:

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

15.5. Contract Period:

All the works mentioned in the scope of work shall be carried out as per the direction of the EIC and the contract period shall be 01(One) year from the date of issuance of LoA excluding 07 days mobilization period. The contract can be renewed for another 02 (Two) years subject to satisfactory performance by the contractor and on mutual consent.

15.6. Verification:

The work shall be inspected as per the convenience of the Engineer-in-Charge for assessment of the progress as per the detail scope of work given in **Annexure-I**. Verification shall be taken jointly by EIC or his authorized representive in presence of the contractor twice in a month or more as a necessitated regard to progress of work.

15.7. Submission of Bill:

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

15.8. Authorized Representative:

The Contractor shall appoint a competent authorized representative at site, who shall coordinate all site activities and act as the single point of contact for interaction with the Engineer-in-Charge (EIC) on all matters relating to the execution of the work. The authorized representative shall be available at site during working hours**.**

15.9. Indemnity:

You shall keep OCPL indemnified from all liabilities resulting out of this contract and act of your workmen.

15.10. Subletting:

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

15.11. Labour & Statutory Regulation:

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

15.12. Safety, Health, Environment and Quality:

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

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

15.13. Penalty:

i. **Loss, Theft or Damage to OCPL Property:** In the event of any loss, theft or damage to OCPL property attributable to the negligence, misconduct or omission of the Agency or its deployed personnel, as established through a joint investigation by OCPL and the Agency, the Agency shall make good the loss or reimburse the assessed value of the loss/damage to OCPL, without prejudice to any other action available under the contract.

ii. **Non-deployment of Manpower:** If the Agency fails to deploy the minimum prescribed manpower or fails to provide a suitable substitute in case of absenteeism, proportionate deductions shall be made from the monthly RA Bill based on the applicable minimum wages (including statutory components) for the period of such non-deployment or absenteeism.

iii. **Non-performance/Poor Performance:** In the event of non-performance, poor performance, failure to maintain the prescribed service levels, or non-compliance with the Scope of Work, Special Conditions of Contract or the instructions of the Engineer-in-Charge (EIC), OCPL shall be entitled to impose a penalty of **up to ten percent (10%)** of the certified monthly RA Bill, depending upon the nature, extent and frequency of the default.

iv. The cumulative penalty imposed under this contract in any calendar month shall **not exceed ten percent (10%) of the certified monthly RA Bill**. The imposition of penalty shall not relieve the

Agency of its contractual obligations, nor shall it prejudice the right of OCPL to recover any additional loss or damage suffered due to the Agency's default.

v. Repeated non-performance, persistent failure to rectify deficiencies, or continuous violation of contractual obligations, despite written notices from the Engineer-in-Charge (EIC), shall constitute a material breach of the contract and may result in termination of the contract, forfeiture of the Performance Security and/or any other action deemed appropriate by OCPL in accordance with the provisions of the contract.

15.14. Termination:

15.14.1. Termination for Default:

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

15.14.2. Termination for Convenience:

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

15.14.3. Immediate Termination:

Notwithstanding anything contained herein, OCPL may terminate the contract with immediate effect, without prior notice, in the event of:

a. Engagement in corrupt, fraudulent, coercive, or collusive practices.
b. Blacklisting or debarment of the contractor by any Government / PSU / statutory authority.
c. Any act or omission which, in the opinion of OCPL, poses a safety, security, or reputational risk.

15.15. Force Majeure:

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

15.16. Notices:

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

[Owner]
Chief Operating Officer

Odisha Coal and Power Ltd.,
Zone-A, Fourth Floor, Fortune Towers, Chandrasekharpur-751023, Bhubaneswar, Odisha,
Tel – 0674 – 2300964,
Email: contracts@ocpl.org.in

15.17. Dispute Resolution, Arbitration and Jurisdiction of Court:

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

ANNEXURE-A

COVERING LETTER – ON BIDDER'S LETTERHEAD
(ON BIDDER'S LETTERHEAD):

To Date:

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

Sub: "Comprehensive Maintenance Services for Rehabilitation & Resettlement (R&R) Colony-I of Odisha Coal and Power Limited (OCPL) at Sukhabandh, Hemgir, Sundargarh, Odisha".

Dear Sir,

CONFIRMATIONS AND DECLARATIONS

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

Number _______________ Dated _______________
Number _______________ Dated _______________
Number _______________ Dated _______________
Number _______________ Dated _______________

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

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

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

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

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

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

8. Bidder has submitted the format for meeting the Financial Qualification Requirement. (**APPENDIX-5**)

9. Bidder has submitted the Anti-Profiteering Declaration Form (**APPENDIX-6**).

10. Bidder has submitted Bank Guarantee as per the **APPENDIX-7**. (if Bid security submitted in the form of Bank Guarantee then the Appendix-8 shall be deleted).

11. Bidder has submitted Insurance Surety Bond as per the **APPENDIX-8**. (if Bid security submitted in the form of Insurance Surety Bond then the Appendix-7 shall be deleted).

12. If Bid Security submitted other than Bank Guarantee or Insurance Surety Bond or through online in Odisha Tender Portal then the both APPENDIX-7 & APPENDIX-8 shall be deleted.

13. The information contained in the proposal is complete and accurate in all material respects. Bidder undertakes to notify the OCPL promptly upon Bidder becoming aware of any material fact which tends to render Bidder's proposal misleading or inaccurate. Bidder acknowledges and agrees that any material misrepresentation made in connection with Bidder's proposal might result in its invalidation and Bidder's disqualification from the bidding process.

14. Bidder acknowledges and agrees that OCPL has the right not to qualify any bidder on grounds of national interest, security or public policy.

For and on behalf of the Bidder's : -------------------------

Organisation name
(Signature of the Authorised Signatory) : -------------------------

Name of the Person : -------------------------

Designation : -------------------------

Place : ---------------------------

ANNEXURE-B

PERFORMANCE SECURITY
(Bank Guarantee for Performance Security)

FORM OF PERFORMANCE SECURITY GUARANTEE ("SECURITY")

This Performance Security is executed on this [] day of [•] at [•]
BY
[•] with its registered office at [•] and a branch office at [•] (hereinafter referred to as the "Bank", which expression shall unless repugnant to the context thereof, be deemed to include its successors-in-interest and permitted assigns)

IN FAVOUR OF

Odisha Coal and Power Limited, a company incorporated under the (Indian) Companies Act, 2013, with its registered office at Zone-A, Fourth Floor, Fortune Towers, Chandrasekharpur-751023, Bhubaneswar, Odisha hereinafter referred to as the "Owner", which expression shall unless repugnant to the context thereof, be deemed to include its successors-in-interest and permitted assigns).

WHEREAS

(A) [•] with its registered office at [•] hereinafter referred to as the "Contractor", which expression shall unless repugnant to the context thereof, be deemed to include its successors-in-interest and permitted assigns) and the Owner have executed a contract by for "____." on [please enter date of contract] ("Contract").

(B) In terms of ________ of the LoA, Contractor is required to furnish a an unconditional, irrevocable, on demand bank guarantee ("Guarantee") for INR [insert amount] ("Guaranteed Amount") in favour of the Owner.

(C) The Bank has confirmed that it is an Acceptable Credit Provider and at the request of the Contractor and for sufficient consideration, the Bank has agreed to issue this Guarantee in favour of the Owner.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalised terms used herein but not defined shall have the meaning ascribed to them in the Contract.

2. The Bank shall upon a written demand from the Owner informing the Bank of the Contractor's failure to fulfill its obligations under the Contract, immediately pay to the Owner, upon receipt of such written demand from the Owner, without further proof or conditions and without contest, recourse, demur or protest and without any enquiry to the Owner or the Contractor or to the provisions of the Contract, forthwith and in full amount, without any deductions or set off or counter claims whatsoever, the sum claimed by the Owner in such demand not exceeding an amount equivalent to the Guaranteed Amount. The Bank will pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute raised by the Contractor or any other person.

   The Bank agrees that this Guarantee does not limit the number of claims that may be made by the Owner against the Bank provided that such claims taken together shall not exceed the Guaranteed Amount.

   Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the

Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that the Owner receives the full amount due hereunder as if no such withholding had occurred.

3. This Guarantee shall be a continuing guarantee during its currency and shall remain in force and effect until the earlier of:

    a) Payment by the Bank of the Guaranteed Amount in full to the Owner;

    b) Owner notifying the Bank in writing that the Owner has no further entitlement under this Guarantee; and

    c) [please insert date], with an additional claim period of 90 days.

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

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

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

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

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

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

    (a) any time or waiver granted to, or composition with, the Contractor 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 Contractor 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 Contractor or by any failure by the Owner to timely pay or perform any of its obligations under the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ANNEXURE-C

PERFORMANCE SECURITY

(Insurance Surety Bond for Performance Security)

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

Insurance Surety Bond No. ....

Date..

To,
[Employer's Name & Address]
Dear Sirs,
In consideration of the .... [Employer's Name] .... (Hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s.................... [Contractor's Name]............................ with its Registered /Head Office at .... (Hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Notification of Award No. .... dated........... and the same having been unequivocally accepted by the contractor, resulting into a Contract bearing No............. dated ...., valued at .... for .... and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ....(*)..........%(.......... percent) of the said value of the Contract to the Employer.
We ....[Name & Address of the Insurer].................having its Head Office at ....(hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all amount payable by the Contractor to the extent of ....(*).................... as aforesaid at any time up to ....(@)...................... [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurer shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.
The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Contractor for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, The Employer shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurer shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

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

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

Dated this .... day of .... 20................. at...
WITNESS :
1.. ....
(Signature) (Signature)
....
(Name) (Name)
....
(Official Address) (Designation with Insurer Stamp)
Authorised Vide Power of
Attorney No......................................
Date..
2. ....
(Signature)
....
(Name)
....
(Official Address)

Notes : 1. (*) This sum shall be as defined in the Bidding Documents.
(@) This date will be ninety (90) days beyond the Defect liability period as specified in the Contract.
2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
3. The Employer shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/ Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
5. While getting the Insurance Surety Bond issued, the Contractor is required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Insurance Surety Bond.

Table of Enclosures:

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

APPENDIX-1

Date:

To,

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

Dear Sir,

Sub: "Comprehensive Maintenance Services for Rehabilitation & Resettlement (R&R) Colony-I of Odisha Coal and Power Limited (OCPL) at Sukhabandh, Hemgir, Sundargarh, Odisha"

Bid Security:

Enclosed is the Bid Security in the form of Insurance Surety Bond/Account Payee Demand Draft/Fixed Deposit Receipt/Bank Guarantee (including e-bank guarantee) from any of scheduled commercial bank or online payment No. ______dated _______ issued by ___________ Bank, _______ Branch for amount of Rs- (Rupees Only)", in favor of "Odisha Coal and Power Limited", meeting the requirement of Request For Proposal (RFP) **28/07/2026** issued by OCPL.

SIGNATURES

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

Enclosures: Insurance Surety Bond/Account Payee Demand Draft/Fixed Deposit Receipt/Bank Guarantee, including e-bank guarantee.

APPENDIX-2

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 **28/07/2026**, as amended from time to time, issued by Odisha Coal And Power Limited ("OCPL") for **"Comprehensive Maintenance Services for Rehabilitation & Resettlement (R&R) Colony-I of Odisha Coal and Power Limited (OCPL) at Sukhabandh, Hemgir, Sundargarh, Odisha".**

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

Certified True Copy

Notes: -

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

APPENDIX - 3

FORMAT FOR POWER OF ATTORNEY

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

WHEREAS Odisha Coal and Power Limited ("OCPL") has issued Request for Proposal ("RFP") on **28/07/2026**, as amended from time to time, for inviting the bids in respect of **"Comprehensive Maintenance Services for Rehabilitation & Resettlement (R&R) Colony-I of Odisha Coal and Power Limited (OCPL) at Sukhabandh, Hemgir, Sundargarh, Odisha"** ("Project").

Know all men by these presents, We………………………………………………. (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms……………………………… (name and residential address) who is presently employed with us and holding the position of …………………………………………….. as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the Project envisaging "**Comprehensive Maintenance Services for Rehabilitation & Resettlement (R&R) Colony-I of Odisha Coal and Power Limited (OCPL) at Sukhabandh, Hemgir, Sundargarh, Odisha".** 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)

APPENDIX - 4

FORMAT FOR TECHNICAL QUALIFICATION REQUIREMENT
[On the letter head of the Bidder]
(Refer paragraph 6 of the Covering Letter)
Date:

To,

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

Dear Sir,

Sub: Certification of the Technical Qualification Requirement with respect to Section 7 of the Request for Proposal (RFP) for "Comprehensive Maintenance Services for Rehabilitation & Resettlement (R&R) Colony-I of Odisha Coal and Power Limited (OCPL) at Sukhabandh, Hemgir, Sundargarh, Odisha".

Dear Sir,

We are submitting a Proposal of the RFP.

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

i. During the preceding Seven (7) Years, till the date of Notice Inviting Tender, Bidders must have either of the following:

Successfully completed and handed over Three (03) similar works with value not less than **Rs. 24.10 Lakh (Rupees Twenty-Four Lakh Ten Thousand Only)** each (excluding GST).

Or

Successfully completed and handed over Two (02) similar work with value not less than **Rs. 30.12 Lakh (Rupees Thirty Lakh Twelve Thousand Only)** each (excluding GST).

Or

Successfully completed and handed over One (01) similar work with value not less than **Rs. 48.20 Lakh (Rupees Forty-Eight Lakh Twenty Thousand Only)** (excluding GST).

Definition of Similar Work: "Similar Work" shall mean successfully completed works involving **comprehensive maintenance, annual maintenance, repair and upkeep of residential colonies, townships, housing complexes, institutional campuses, industrial townships, Resettlement & Rehabilitation (R&R) colonies** including civil, electrical, plumbing, water supply, sewerage, drainage, road maintenance, horticulture, housekeeping, and other allied maintenance services, executed for any Central Government Department, State Government Department, PSU, Autonomous Body, Local Authority, or reputed private organization.

ii. The Bidder must not have been debarred or blacklisted by the Government of India or any State Government in India, or by any of their Departments, Authorities, or Agencies, as on the date of submission of the Bid or during the selection process. An affidavit affirming non-debarment / non-blacklisting shall be submitted along with the Techno-Commercial Bid

iii. The Bidder shall possess a valid Permanent Account Number (PAN) and Goods and Services Tax Identification Number (GSTIN) registration. Copies of the PAN card and GSTIN Registration Certificate shall be submitted/uploaded along with the bid documents.

iv. A bidder is eligible to submit only one proposal.

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

Thanking you,

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

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

APPENDIX - 5

FORMAT FOR FINANCIAL QUALIFICATION REQUIREMENT

[On the letter head of Bidder]

Date:

To,

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

Dear Sir,

Sub: Certification of the Financial Qualification Requirement with respect to Section 7 of the Request for Proposal (RFP) for Comprehensive Maintenance Services for Rehabilitation & Resettlement (R&R) Colony-I of Odisha Coal and Power Limited (OCPL) at Sukhabandh, Hemgir, Sundargarh, Odisha.

Dear Sir,

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

Annual Turnover

The firm must have at least **Rs.1.81 Crore (Rupees One Crore Eighty-One Lakh Only)** as an average annual turnover for last 3 (Three) completed Financial years.

Turnover (Rs.)		
FY 2025-26	**FY 2024-25**	**FY 2023-24**
Average Annual Turn Over for Last Three (03) Financial Years: Rs. ________________ Only.		

Notes:

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

Thanking you,

For [Insert name of Bidder]

(Please affix the company seal of the Bidder)

APPENDIX-6

ANTI-PROFITEERING DECLARATON FORMAT

To whomsoever it may concern.

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

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

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

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

Date:______________

Place:______________

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

APPENDIX-7

BID SECURITY
(Bank Guarantee for Bid Security)

Guarantee No. [*insert*]

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

WHEREAS

A. Odisha Coal and Power Limited, a company incorporated under the (Indian) Companies Act, 2013, with its registered office at Zone-A, Fourth Floor, Fortune Towers, Chandrasekharpur-751023, Bhubaneswar, Odisha(hereinafter referred to as the "**Owner**", which expression shall include its successors and permitted assigns) invited bids for **"Comprehensive Maintenance Services for Rehabilitation & Resettlement (R&R) Colony-I of Odisha Coal and Power Limited (OCPL) at Sukhabandh, Hemgir, Sundargarh, Odisha"** ("**Project**") and [*insert*], a company incorporated under the (Indian) Companies Act, 1956, with its registered office at [*insert*] (hereinafter referred to as the "**Bidder**", which expression shall include its successors) submitted its bid for executing the Works ("**Bid**").

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

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

NOW THE TERMS AND CONDITIONS of this Bid Security are:

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

   Any payment made hereunder shall be free and clear of and without deduction for, or on account of, any present or future taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any applicable law, the Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that the Owner receives the full amount due hereunder as if no such withholding occurred.
3. This Bid Security shall be irrevocable and remain in full force for a period of Two hundred and ten days from the Bid Opening Date of Techno Commercial Bid i.e., from DD/MM/YYYY [Bid Opening Date of Techno Commercial Bid] to DD/MM/YYYY or such extended period as may be mutually agreed between the Owner and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Bid Security have been paid.
4. The Bid Security shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
5. The Bank's obligations under this Bid Security for the Bid Security Amount is primary, independent and absolute and not by way of surety only.

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

7. In order to give full effect to this Bid Security, the Owner shall be entitled to treat the Bank as the principal debtor. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this Bid Security from time to time to vary any of the terms and conditions contained in the said RFP or to extend time for submission of the Bid or the Bid validity period or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP or the securities available to the Owner, and the Bank shall not be released from its liability under these presents by any exercise by the Owner of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other act or omission on the part of the Owner or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any reference in this Bid Security to any other agreement or document shall, unless otherwise expressly provided herein, be construed as a reference to that other agreement or document as the same may be amended, supplemented or notated from time to time.

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

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

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

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

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

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

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

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

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

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

12. Any such demand, notice or communication shall be deemed to have been duly
    i. If delivered by hand, when left at the proper address for service;
    ii. If given or made by pre-paid registered post or facsimile transmission, when received.
13. The Owner and the Bank may change their respective nominated addresses for service of documents to another address in India but only by prior written notice to each other. All demands and notices must be in writing.
14. It shall not be necessary for the Owner to proceed against the Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Owner may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
15. This Bid Security shall be governed by and construed according to the laws for the time being in force in India and the Bank agrees to submit to the exclusive jurisdiction of the courts in India for the purposes of settling any disputes or differences which may arise out of or in connection with this Bid Security and for the purpose of enforcement under this Bid Security.
16. We, the Bank, further undertake not to revoke this Bid Security during its currency except with the previous express consent of the Owner in writing.
17. Notwithstanding anything contained herein,

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

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

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

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

[NAME OF BANK]

[Name]

[Designation]

APPENDIX-8

BID SECURITY
(Insurance Surety Bond for Bid Security)

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

Insurance Surety Bond No. ……………………

Date……………………………………………

To
Odisha Coal and Power Limited (OCPL),
Address:

Dear Sirs,
In accordance with Invitation for Bids under your Bid Document No. …………………………………,
M/s…………………………[Bidder's Name]…………………………… having its Registered/Head Office at
…………………………………………………… (hereinafter called the 'Bidder') wish to participate in the said bid for [Name of Package] ……………………………………………………………………………… As an irrevocable Insurance Surety Bond against Bid Security for an amount of ………………………………(*) ……………………………… valid for……………………………………… days from ………………………………(**) …………………………… required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.
We, the ………………………………………………………………………… [Name & address of the Insurer]
…………………………………………………having our Head Office at …………………………………………… (#)
…………………………………………… guarantee and undertake to pay immediately on demand by OCPL (hereinafter called the 'Employer') the amount of ……………………………(*)….. …………………………… without any reservation, protest, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the bidder in terms thereof.
This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto ………………(@)……….. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s ……………………………………[Bidder's Name]……………………. on whose behalf this Insurance Surety Bond is issued.
In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this………………………………day of……………………………20……….at………

…………………………………………………
(Signature)
…………………………………………………
(Name)
…………………………………………………
(Designation with Insurer Stamp)
Authorised Vide
Power of Attorney No……………………
Date……………………………………………

NOTE : 1. (*) The amount shall be as specified in the Bid Data Sheets.
(**) This shall be the date of opening of Techno-Commercial bids.
(#) Complete mailing address of the Head Office of the Insurer to be given.
(@) This date shall be (…… as per bid document) days after the last date for which the bid is valid.
2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/ Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on non-judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted

upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.

Annexure-I

1. Scope of Work

The scope of work shall include comprehensive maintenance services for the Rehabilitation & Resettlement (R&R) Colony-I of Odisha Coal and Power Limited (OCPL) at Sukhabandh, Hemgir, Sundargarh, Odisha. The services shall comprise the operation and maintenance of one (01) Sewage Treatment Plant (STP) of 300 KLD capacity, one (01) Overhead Water Tank (OHT) of 1.50 lakh litres capacity, one (01) Underground Sump (UGS) of 2.00 lakh litres capacity, housekeeping, sanitary and plumbing maintenance of common facilities, operation and maintenance of the entire potable water distribution system and sewerage network, maintenance of roads, drains, parks, street lighting and other common infrastructure, maintenance of one (01) 63 kVA substation along with the associated LT distribution system for common facilities, operation and monitoring of one (01) 63 kVA DG set, and maintenance of the LT distribution network supplying power to 241 residential units within the R&R Colony.

The scope shall include routine, preventive and breakdown maintenance of all civil, electrical, plumbing, sanitation, water supply, sewerage, drainage, horticulture and allied infrastructure, including the deployment of all required manpower, supervisory personnel, tools & tackles, machinery, equipment, measuring instruments, consumables, chemicals, minor materials, spare parts and other resources necessary for the satisfactory execution of the work, complete in all respects.

However, maintenance and repair of the internal electrical wiring, fittings, fixtures and plumbing systems within the 241 individual residential units shall not form part of the scope of this contract.

The scope of work shall broadly include, but not be limited to, the following:

1.1. Detail Scope of Work (Civil):

i. Operation and maintenance of one (01) Sewage Treatment Plant (STP) of 300 KLD capacity, including the supply of all required manpower, tools & tackles, consumables, chemicals, machinery and equipment. The Agency shall obtain and submit inlet and outlet water quality test reports from a Government-approved laboratory twice every month.

ii. Operation and maintenance of the Pump House, one (01) Underground Sump (UGS) of 2.00 lakh litres capacity and one (01) Overhead Water Tank (OHT) of 1.50 lakh litres capacity, including all associated pumps, valves, pipelines, electrical panels, accessories, consumables and chemicals required for smooth operation.

iii. Cleaning, desilting, maintenance and upkeep of the entire sewerage network of the R&R Colony, including manholes, inspection chambers and allied components, using all necessary tools, tackles, machinery and equipment.

iv. Operation, cleaning, maintenance and upkeep of the complete potable water distribution system of the R&R Colony, including operation of valves, pipelines and other associated infrastructure, with all required tools, tackles and machinery.

v. Housekeeping, sanitary and plumbing maintenance of all common facilities, including:

a. Sweeping and cleaning of all roads and drains at least once every week and additionally during emergencies, if required.
b. Daily cleaning and upkeep of parks.
c. Daily sweeping and cleaning of the School, Anganwadi Centre and Dispensary, and cleaning of other common facilities as and when required.
d. Collection, transportation and disposal of debris and waste at designated dumping locations outside the colony at least once every fortnight.
e. Daily cleaning and maintenance of toilets located in all common facilities.

f. Supply of all necessary housekeeping consumables such as bleaching powder, phenyl, disinfectants and other cleaning materials.

vi. Arrangement and maintenance of all necessary housekeeping tools and equipment such as brooms, ladders, tree-pruning tools, toilet brushes and other implements at the Agency's own cost.

vii. Collection, cleaning and disposal of waste generated from the weekly market once every week.

viii. Collection, transportation and scientific disposal of biomedical waste generated from the Dispensary and Veterinary Centre on a daily basis, in accordance with the applicable Government of Odisha and statutory regulations.

ix. Removal of weeds, bushes and unwanted vegetation from peripheral green belts, landscaped areas and around all structures within the R&R Colony at least once every week, using appropriate tools and equipment.

x. Repair, replacement and maintenance of doors, windows and associated fixtures installed in all common buildings and structures within the R&R Colony as and when required.

xi. Maintenance and upkeep of pathways, avenue plantations, trees, lawns and two (02) parks to ensure proper cleanliness, landscaping and aesthetics.

xii. Safety and security of all common infrastructure, utilities and installations within the R&R Colony shall be the responsibility of the Agency during the contract period.

xiii. Arrangement of one (01) water tanker of minimum 6,000 litres capacity for emergency water supply for a minimum deployment of 24 hours per month or as directed by the Officer-in-Charge (OIC).

xiv. Safety and security of all vacant (unoccupied) residential houses and associated installations within the R&R Colony shall also be the responsibility of the Agency.

xv. The Agency shall carry out preventive, predictive and breakdown maintenance of all systems covered under the contract and undertake replacement of defective machinery, machine parts, plumbing valves, sanitary fittings, doors, windows, electrical equipment, fixtures and accessories, wherever necessary, to ensure uninterrupted operation. The Agency shall arrange loading, unloading, transportation and repair of machinery or equipment outside the colony whenever required. Adequate inventory of critical spare parts, consumables, tools & tackles and essential maintenance materials shall be maintained at site to ensure round-the-clock functionality of all systems. The Agency shall prepare and submit Standard Operating Procedures (SOPs) for safe operation and maintenance of all systems for approval by the Officer-in-Charge (OIC), OCPL. The Agency shall also maintain activity-wise logbooks, inspection records and material stock registers in the prescribed format and obtain periodic certification from the OIC or his/her authorised representative.

xvi. The contractor's staff management structure for the operation and maintenance of works. The suggested structure (minimum) shall be as below (per month).

Sl. No	Particulars	Category	No. of days of service/Per month	Total Nos
01	Valve Operator	Semi-Skilled	26/27	2
02	Labour	Un-Skilled	26/27	4
03	Gardener	Un-Skilled	26/27	2
04	Pujari	Semi-Skilled	26/27	1
05	Electrician (Lineman/Wireman MV	High-Skilled	26/27	1

	license holder)			
06	Electrician cum Helper	Skilled	26/27	2
07	Security Guard	Un-Skilled	26/27	4
08	Plumber	Semi-Skilled	26/27	1
09	Sweeper	Un-Skilled	26/27	4
10	Carpenter	Semi-Skilled	10	1

xvii. The Agency shall provide weekly off/rest days to its deployed manpower in accordance with the applicable labour laws. For the purpose of deployment and billing, the effective working days shall be considered as 26 days in a 30-day month and 27 days in a 31-day month, based on the prevailing statutory provisions relating to weekly off. In the event of any change in the applicable labour laws, the effective working days shall be revised accordingly. The Agency shall deploy suitable relievers to ensure uninterrupted services without any additional cost to OCPL.

xviii. The Agency shall carry out inspection, servicing, maintenance and refilling of fourteen (14) CO_2 type fire extinguishers, including the supply and replacement of all necessary spare parts and consumables such as extinguishing agent, cartridges, hoses, washers and other associated components, as required, to ensure that the fire extinguishers remain in serviceable condition and comply with applicable statutory requirements.

xix. Any other work not specifically mentioned herein but essential for the safe, efficient and uninterrupted operation and maintenance of the R&R Colony, meeting the requirements of the residents, or as directed by the Officer-in-Charge (OIC), OCPL, shall be deemed to be included within the scope of this contract without any additional cost to OCPL.

xx. The Agency shall arrange for the safe removal of stray animals found within the R&R Colony premises through appropriate means and in compliance with the applicable statutory guidelines and regulations.

xxi. The Agency shall carry out cutting, removal, transportation and disposal of fallen or uprooted trees, branches and other vegetation within the colony resulting from storms, heavy rainfall or other natural calamities, and shall immediately clear all affected roads, drains and access routes to restore normal movement and ensure public safety.

xxii. The Agency shall provide necessary assistance, including deployment of manpower and logistical support, to OCPL during the organization of awareness programmes, community events and other official activities conducted within the R&R Colony, as and when required by the Officer-in-Charge (OIC).

1.2. Detailed Scope of Work (Electrical):

i. The Agency shall carry out day-to-day operation and maintenance of the electrical systems associated with the 300 KLD Sewage Treatment Plant (STP), including supply of all required manpower, tools & tackles, measuring instruments, consumables, chemicals, spare parts and other materials necessary for uninterrupted operation.

ii. The Agency shall carry out operation and maintenance of the electrical systems associated with the Water Treatment System/Pump House, Underground Sump of 2.00 lakh litres capacity and Overhead Water Tank of 1.50 lakh litres capacity, including all motors, pumps, control panels, cables, lighting fixtures and other allied electrical installations, along with supply of all necessary tools & tackles, consumables, spare parts and materials.

iii. The Agency shall be solely responsible for the safety of its personnel engaged in operation and maintenance activities and shall provide and maintain all necessary Personal Protective Equipment (PPE) and safety appliances, including helmets, safety shoes, hand gloves, goggles, face shields, gas masks, safety belts and other protective equipment, as applicable. All works shall be carried out in compliance with the provisions of the Electricity Act, applicable Rules, CEA Safety Regulations and other relevant statutory requirements.

iv. The Agency shall carry out operation, repair and maintenance of the complete electrical distribution system of common facilities, including one (01) 63 kVA substation, associated HT/LT equipment, switchgear, distribution panels, cables, earthing system and allied electrical installations. The list of major electrical equipment and installations covered under this contract, along with the Single Line Diagram (SLD), is enclosed for reference.

v. Operation, maintenance and upkeep of the entire illumination system comprising street lighting, area lighting and lighting installations of all common facilities shall be within the scope of this contract. The Agency shall ensure proper functioning of the lighting system and replace defective lamps, luminaires, control gears, switches, cables and other accessories as and when required.

vi. The Agency shall maintain adequate quantities of tools & tackles, testing and measuring instruments, safety equipment and other maintenance accessories at site for carrying out electrical maintenance activities on a round-the-clock basis. A tentative list of the minimum tools, tackles and measuring instruments to be maintained by the Agency is provided in the tender document. The Agency shall arrange any additional tools, equipment or instruments required as per site conditions at its own cost.

vii. In the event of any major maintenance activity requiring additional manpower, the Agency shall deploy the required skilled or unskilled manpower as directed by the Officer-in-Charge (OIC). The cost of such additional manpower, wherever specifically approved by the OIC, shall be reimbursed by OCPL as per the applicable statutory wage rates or as otherwise specified in the contract.

viii. The Agency shall possess a valid Electrical HT Contractor Licence issued by the Electrical Licensing Board of Odisha (ELBO) for execution of the electrical maintenance works. In case the Agency does not possess a valid HT Licence, the HT portion of the work shall be executed through an Electrical Contractor holding a valid HT Licence issued by ELBO, with prior approval of OCPL. The Agency shall remain fully responsible for the quality, safety, statutory compliance and timely execution of all electrical maintenance works. All provisions of the Electricity Act, applicable Rules, CEA Safety Regulations and other statutory requirements shall be strictly complied with throughout the contract period.

ix. The following is the List of electrical consumables to be maintained by the Contractor under this contract. This list is not exhaustive and depends upon the site requirement:

1. Lugs (Cu & Al) of all sizes up to 120 sq. mm.
2. Fuse wires
3. Cu flexible wires 1.5/ 2.5 sq mm.
4. GI wires
5. Glands
6. PVC Tape
7. Emery Paper
8. Ampere Tape
9. Petroleum Jelly
10. Suspension clamps & connectors
11. CTC
12. CRC
13. HT Tape
14. Anchor Fasteners
15. Cable tie
16. Cotton waste
17. Hack saw blade

18. Screws of all type
19. Nuts & Bolts as applicable.

x. The Agency shall strictly comply with all safety rules, regulations and guidelines of OCPL during execution of the work. The Agency shall provide all necessary Personal Protective Equipment (PPE) to its personnel, including but not limited to safety helmets, safety shoes, safety goggles, 11 kV and LT electrical insulating gloves, discharge rods, retro-reflective safety jackets/vests, torches for night or low-light working conditions and any other PPE required for safe execution of the work. All PPEs shall be of reputed make and conform to the relevant IS/ISI standards.

xi. The Agency shall carry out operation, repair and maintenance of the LT electrical distribution network supplying power to all 241 residential units in the R&R Colony, commencing from the LT side of the distribution transformers. The scope shall include maintenance of Distribution Boards (DBs), LT cables, metering panels and other associated electrical installations forming part of the external distribution network. The Agency shall maintain a complaint register in the format prescribed by the Officer-in-Charge (OIC) and ensure timely redressal of complaints.

xii. Filling of diesel in the 62.5 kVA DG set, including transportation of diesel from the nearest authorized fuel station, shall be within the scope of the Agency. However, the cost of diesel shall be reimbursed by OCPL based on actual consumption, subject to submission of documentary evidence and certification by the Officer-in-Charge (OIC). The Agency shall also be responsible for day-to-day operation, monitoring and routine maintenance of the DG set and shall maintain a DG logbook in the prescribed format as directed by the OIC. Major maintenance of the DG set shall be carried out under a separate Annual Maintenance Contract (AMC) by the Original Equipment Manufacturer (OEM). The Agency shall provide all necessary assistance and coordination to the OEM during such maintenance activities.

xiii. Two (02) numbers of 100 kVA plinth-mounted substations, four (04) numbers of 25 kVA double-pole (DP) mounted substations and the associated 11 kV distribution network supplying power to the residential units have already been handed over to TPWODL for operation and maintenance. The Agency shall extend all necessary assistance and coordination to TPWODL during maintenance activities, including liaison for obtaining shutdowns, attending faults and restoration of supply. The Agency shall also maintain a joint monthly energy meter reading register, duly countersigned by representatives of OCPL and TPWODL.

xiv. The Agency shall record daily energy meter readings of all common facility electrical panels in the prescribed format and submit the same as directed by the Officer-in-Charge (OIC).

xv. The Agency shall arrange dismantling, loading, transportation of defective motors to the authorized repair facility, unloading, collection, transportation back to site, installation, alignment and commissioning of repaired motors. Replacement of bearings and other minor repairs shall also be carried out by the Agency. The cost of motor rewinding shall be reimbursed by OCPL on actual basis, subject to submission of documentary evidence and certification by the Officer-in-Charge (OIC). The list of motors covered under this contract is enclosed separately.

xvi. The Agency shall coordinate and liaise with the Electrical Inspectorate for statutory inspection of the common electrical installations, DG set and substations, and provide all necessary assistance during such inspections. Statutory inspection fees, if applicable, shall be reimbursed by OCPL on actual basis upon submission of documentary evidence and approval by the Officer-in-Charge (OIC).

xvii. The Agency shall supply and replace all spare parts required for routine operation and maintenance of the electrical systems. The cost of consumables shall be deemed to be included in the contract price. However, the cost of spare parts other than consumables shall be reimbursed by OCPL. The applicable rates shall be based on approved schedules of rates such as CPWD, OPWD, TPWODL or any other Government-approved schedule. Where the required item is not available in the approved schedules, reimbursement shall be made based on prevailing market rates supported by valid documentary evidence, subject to certification and approval by the Officer-in-Charge (OIC), whose decision shall be final and binding.

xviii. Cutting, pruning, removal and disposal of tree branches obstructing or posing a safety hazard to overhead electrical lines supplying power to the R&R Colony, as well as overhead electrical lines within the colony premises, shall be carried out by the Agency as and when required to ensure safe and uninterrupted power supply.

xix. The Agency shall maintain all earthing systems, including earth pits associated with common electrical installations and the external electrical distribution system serving the residential units. Measurement of earth resistance shall be carried out periodically or whenever required by the Officer-in-Charge (OIC), and necessary maintenance shall be undertaken to ensure compliance with applicable safety standards.

xx. The Agency shall carry out the following annual overhauling works:

a. **Common Facility Transformer (63 kVA):** The Agency shall carry out complete annual overhauling of the 63 kVA common facility transformer, including dismantling, inspection, cleaning, testing, reassembly and recommissioning. The Agency shall also arrange transportation of the transformer, if required, for oil filtration and overhauling. However, the actual cost incurred towards oil filtration, overhauling and transportation shall be reimbursed by OCPL, subject to submission of documentary evidence and certification by the Officer-in-Charge (OIC).

b. **LT Motors:** The Agency shall carry out complete annual overhauling of all LT motors covered under the scope of this contract, including dismantling, cleaning, inspection, servicing, reassembly, testing and recommissioning. However, the actual cost incurred towards overhauling shall be reimbursed by OCPL, subject to submission of documentary evidence and certification by the Officer-in-Charge (OIC).

xxi. Any other works specifically not mentioned above but required for smooth functioning of the system, fulfilling requirement of villagers and instructed by the OIC shall be deemed to be included in the scope.

xxii. <u>List of Common Facilities:</u>

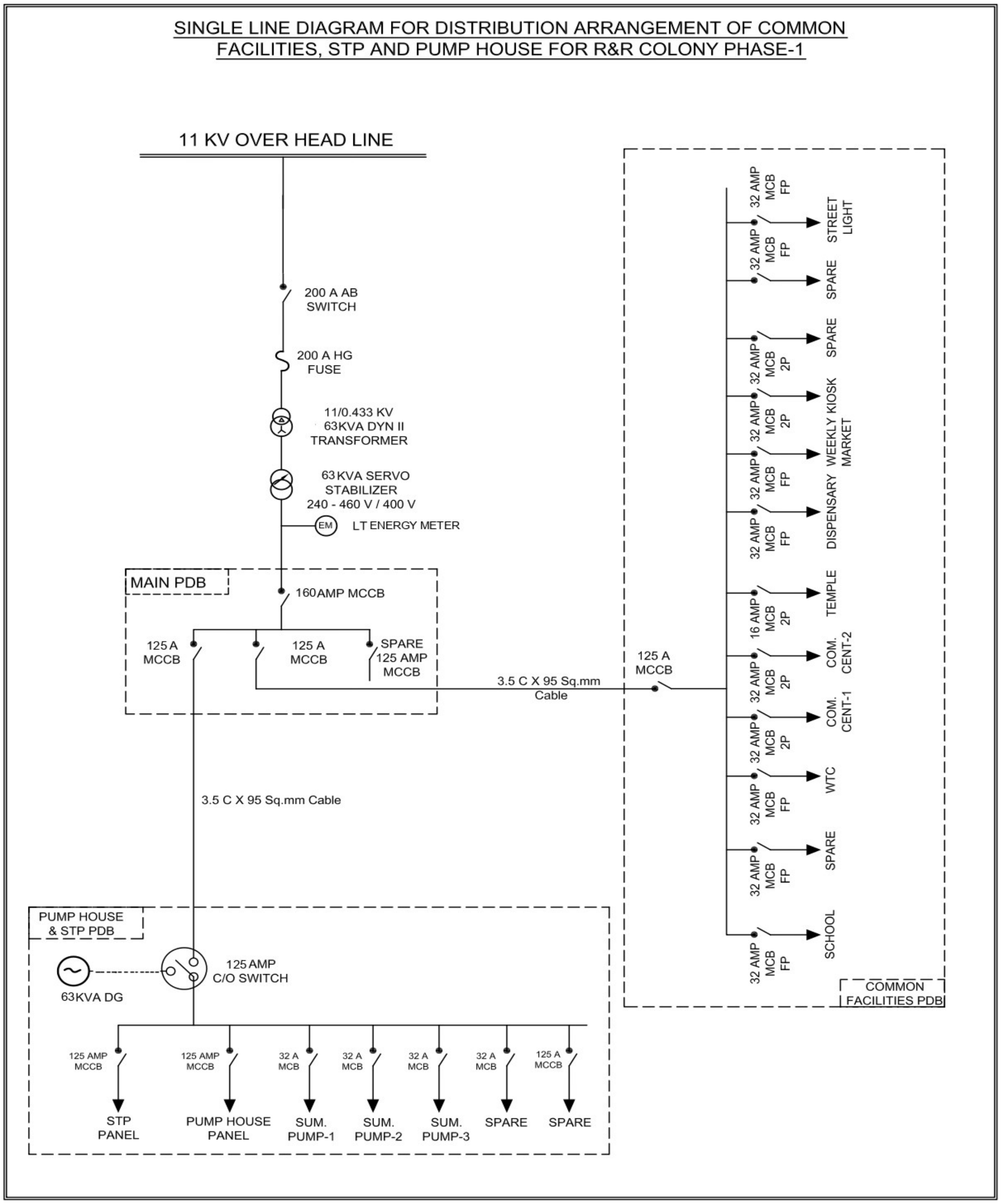
1. Weekly Market, Shops and Common Toilets.
2. PDS Centre.
3. Primary School and Anganwadi.
4. Community Hall with toilet and kitchen.
5. Women Training Centre with toilet.
6. Dispensary.
7. Veterinary Center.
8. Temple with Rahasa Mandap.
9. Kiosks.
10. Pump House.
11. Sewerage Network System including Sewage Treatment Plant (300 KLD) and Septic tanks with Soak pits
12. Drinking water supply system including Water Treatment Plant, Overhead tank, Underground Sump.
13. Roads and Drains.
14. Horticulture and Children park.
15. External Electrification with 11/0.415 KV,63 KVA Transformer,63 KVA Servo stabilizer and 62.5 KVA DG Set.

TENTATIVE LIST OF ELECTRICAL INSTALLATIONS TO BE COVERED UNDER MAINTENANCE CONTRACT FOR R&R COLONY SUKHABANDH OF OCPL

SL NO.	ITEMS/DESCRIPTION	QTY	Remarks
1	**DP STRUCTURE AND TRANSFORMER**		
1.a	63 KVA plinth mounted 11/0.415 KV substation	01	Common facility Sub-station
1.b	63 KVA 3 phase Servo stabilizer floor mounted	01	
2	**PANELS/ DISTRIBUTION BOARDS/SUB-DISTRIBUTION BOARDS**		
2.a	DB with bus bar and 300 A HRC fuse at each transformer LV side	13	
2.b	DB panel for service connections to 241 nos individual houses.	19	
2.c	Metering panel with 16/12 nos single phase energy meter compartment and 32-amp kit kat fuse at outgoing for extending power supply to 241 nos individual houses.	20	
2.d	Common facility main panel, change over panel and distribution panel	03	As per attached SLD
2.e	Sub distribution panel at each common facility premises.	06	
2.f	Motor control center & starter panel	09	01 no of MCC at STP, 02 nos of 7.5 HP star delta starter panels at WTP, 03 nos of 3 HP & 03 nos of 5HP DOL starters for submersible pumps.
2.g	Branch distribution Boards inside each common facility premises	15	Approximate quantity
3	**UNDERGROUND/ OVERHEAD CABLE NETWORK**		
3.a	3C x 6 sq mm service cable to 242 nos individual units , temples & kiosk (Underground)	22 KM	Approximate quantity
3.b	3C x 95 sq mm AL cable (Underground)	150 meters	Approximate quantity
3.c	3.5C x 35 sq mm AL cable (Underground)	1500 mtr	Approximate quantity
3.d	3C x 6 sq mm CU cable for power supply to borewells (Underground)	1200 Mtr	Approximate quantity
3.e	4C x 10 sq mm Al cable for power supply to Kiosk, PDS center and 3 HP submersible pump (Underground)	1600 mtr	Approximate quantity
3.f	LT AB cable (1X35 + 1 x 25) sq mm	6 KM	For street lighting
3.g	3 Phase LT AB cable (3x55 + 1 x 25) sq mm	2.5 KM	
4	**3 PHASE INDUCTION MOTORS (STP & PUMP HOUSE)**		
4.a	10 HP	02	Inside STP

4.b	7.5 HP submersible	02	02 inside WTP
4.c	3 HP	04	In STP
4.d	3 HP submersible	03	3 nos bore well under WTP
4.e	5 HP submersible	03	3 nos bore well under WTP
4.f	0.5 HP	02	In STP
4.g	2HP	2	In STP
5	**AREA LIGHTING/ STREET LIGHTING**		
5.a	20-Watt LED street lights	180 nos	
6	**DG sets**		
6.a	62.5 KVA	1 no	Only operation & monitoring is in contractor's scope. Maintenance shall be done by OCPL
7	**OTHER MISCELANEOUS LOADS**		
7.a	Internal wiring of common facilities like school, community hall, women training center (1 nos), , temple, kiosks, dispensary, water treatment plant & PDS center		Approximately 100 nos of ceiling fan, 200 nos of T8 Tube light, & CFL lamp point, 800 nos of switch and sockets, 20 nos exhaust fan.
7.b	Pump supply network & starter panels		Starter panels for 3 nos of 3 HP and 3 nos 5 HP submersible pumps

1.3.



SINGLE LINE DIAGRAM FOR DISTRIBUTION ARRANGEMENT OF COMMON FACILITIES, STP AND PUMP HOUSE FOR R&R COLONY PHASE-1
11 KV OVER HEAD LINE
200 A AB SWITCH
200 A HG FUSE
11/0.433 KV 63KVA DYN II TRANSFORMER
63KVA SERVO STABILIZER 240 - 460 V / 400 V
EM
LT ENERGY METER
MAIN PDB
160AMP MCCB
125 A MCCB
125 A MCCB
SPARE 125 AMP MCCB
3.5 C X 95 Sq.mm Cable
125 A MCCB
3.5 C X 95 Sq.mm Cable
32 AMP MCB FP
STREET LIGHT
32 AMP MCB FP
SPARE
SPARE
32 AMP MCB 2P
WEEKLY KIOSK MARKET
32 AMP MCB 2P
32 AMP MCB FP
DISPENSARY
32 AMP MCB FP
TEMPLE
16 AMP MCB 2P
COM. CENT-2
32 AMP MCB 2P
COM. CENT-1
32 AMP MCB 2P
WTC
32 AMP MCB FP
SPARE
32 AMP MCB FP
SCHOOL
32 AMP MCB FP
COMMON FACILITIES PDB
PUMP HOUSE & STP PDB
63KVA DG
125AMP C/O SWITCH
125 AMP MCCB
125 AMP MCCB
32 A MCB
32 A MCB
32 A MCB
32 A MCB
125 A MCCB
STP PANEL
PUMP HOUSE PANEL
SUM. PUMP-1
SUM. PUMP-2
SUM. PUMP-3
SPARE
SPARE

1.4.

List of Electrical tools , tackles & measuring instruments to be kept by the contractor in R&R colony premises in adequate nos.	
1	Adjustable Spanner
2	Nose Plier
3	Cutting Plier
4	Combination Plier
5	Insulated Screw driver 4X0.6X200 mm
6	Insulated Screw driver 6X0.8X200 mm
7	Screw driver set with neon bulb
8	Multipurpose digital line tester
9	Socket spanner set
10	D-Spanner set
11	Hammer
12	Hack saw
13	Ring- Spanner set
14	Clamp meter AC/DC, A,V,OHM, HERTZ
15	Multi meter AC/DC, A,V,OHM, HERTZ
16	Insulation tester 500 V/ 1000 V hand driven
17	Earth tester
18	Hand pump for filling of diesel
19	Container for filling of diesel
20	Insulation tester 5 KV Digital- 1 no
21	FRP Ladder for street light & overhead line maintenance
22	Phase sequence meter
23	Fuse puller
24	Bearing puller (small)

2. Special Conditions:

i. The Agency shall deploy adequate qualified supervisory, skilled, semi-skilled and unskilled manpower for uninterrupted operation and maintenance of all facilities covered under the contract. No additional payment shall be admissible for deployment of extra manpower required for satisfactory performance of the work.

ii. The Agency shall ensure round-the-clock availability of maintenance personnel for attending routine and emergency maintenance works, including Sundays and holidays.

iii. The Agency shall attend all complaints immediately upon receipt and restore the affected service within the time stipulated by the Officer-in-Charge (OIC), depending upon the nature and criticality of the complaint.

iv. The Agency shall prepare and implement a preventive maintenance schedule for all equipment and installations covered under the contract, with the approval of the OIC.

v. The Agency shall maintain all operational logbooks, complaint registers, inspection records, preventive maintenance records, stock registers and other documents as prescribed by the OIC, and produce the same for inspection whenever required.

vi. The Agency shall maintain adequate quantities of tools, tackles, testing instruments, safety equipment, consumables and other essential materials at site throughout the contract period.

vii. The Agency shall strictly comply with all applicable statutory provisions, labour laws, safety regulations and OCPL safety guidelines. The Agency shall be solely responsible for the safety of its personnel and equipment deployed under the contract.

viii. All materials, consumables, chemicals, lubricants and replacement parts used under the contract shall be new, of approved make and conform to the relevant IS/BIS standards, wherever applicable.

ix. The Agency shall coordinate with TPWODL, OEMs, statutory authorities and other agencies engaged by OCPL for smooth execution of the work without any additional cost to OCPL.

x. The Agency shall maintain the work site and all common areas in a clean, safe and hygienic condition throughout the contract period and shall promptly remove all debris and waste generated during maintenance activities.

xi. Any loss or damage caused to OCPL property due to the negligence or default of the Agency shall be made good by the Agency at its own cost to the satisfaction of the OIC.

xii. The performance of the Agency shall be reviewed periodically by the OIC. Unsatisfactory performance or repeated failure to comply with the contractual obligations may attract penalties or other actions as per the terms of the contract.

xiii. Upon completion or termination of the contract, the Agency shall hand over all installations, records, logbooks, keys, documents and other OCPL assets in proper working condition to the satisfaction of the OIC.

xiv. The decision of the Officer-in-Charge (OIC) regarding interpretation of the scope of work, quality of maintenance, compliance with the contract and certification of work shall be final and binding on the Agency.