REQUEST FOR PROPOSAL

FOR

THE SELECTION OF AGENCY

FOR THE WORK OF

"Restoration of Damaged infrastructures due to Cyclonic storm at OCPL Manoharpur Coal Mines Sarbahal, Hemgir, Sundargarh".

THROUGH COMPETITIVE BIDDING

NIT No: OCPL/MCMP/SER-223/2026

Date: 19/09/2026

ODISHA COAL AND POWER LIMITED

(A GOVERNMENT OF ODISHA COMPANY)

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

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

LETTER OF INVITATION

Tender Reference No: OCPL/MCMP/SER-223/2026
Date: 19/09/2026

To,

Dear Madam / Sir,

Subject: Letter of Invitation – Request for Proposal (RFP) for **Restoration of Damaged infrastructures due to Cyclonic storm at OCPL Manoharpur Coal Mines Sarbahal, Hemgir, Sundargarh.**

1. **Invitation to Bid**

Odisha Coal and Power Limited (hereinafter called the **"Owner"**) seeks to select a qualified Agency to execute the works titled **"[Subject Tender Title]."** (hereinafter called the **"Works"**) under this proposed Contract for which this Request for Proposal (RFP) is issued. On behalf of the Owner, the Sr. Manager (Commercial & Contracts) now invites online Proposals from reputed and eligible Agencies to execute these Services.

2. **Selection Methodology**

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

3. **Portal Access and Tender Cost Remittance**

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

- **Tender Paper Cost: Rs.** r*eferenced in Clause 3.1 of the ITB)*.
- **Bid Security / EMD:** *referenced in Clause 3.2 of the ITB)*.

4. **Structure of the Tendering and Bidding Enclosures:**

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

1. **SECTION "A" Instructions to Bidders (ITB)**: The procedural Tendering framework detailed herein.
2. **SECTION "B" Detailed Qualification Requirements (QR)**: Contains the definitive technical capability criteria, mandatory annual financial turnover scales, statutory and Certification Requirement that the bidder must fulfil to clear evaluation.
3. **SECTION "C" Covering Letter and Appendices for submitting Cover-I (see Clause 2.4 A) by Bidder.**

4. **SECTION "D" General Conditions of Contract (GCC) & Special Conditions of Contract (SCC)**: Establishes the legally binding financial terms, standard timelines, payment terms, risk allocations, liquidated damages, and force majeure etc. maps customized for **Work Contract**.
5. **SECTION "E" Scope of Work, Detailed Technical Specifications and Bill of Quantity**: Outlines the specific scope of work, Technical Specification, Engineering drawings, Bill of Quantity, etc. as applicable.

5. Critical Timeline Framework:

Bidders must track and adhere to the time-stamped schedules on the e-tender portal. All clarification requests must be sent in writing via the designated communication channels, and the final completed proposals must be electronically frozen and uploaded on the portal prior to the designated bid closing deadline. Offline, physical, or unencrypted submissions will not be considered from evaluation.

Thanking You.

Yours sincerely,

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

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SECTION “A”: INSTRUCTIONS TO BIDDERS (ITB)

DISCLAIMER

1. Context of Information Provision:

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

2. Nature of the RFP:

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

3. Due Diligence and Verification Liability:

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

- Pursuant to **ITB Clauses 9 (Bidder's Due Diligence)**, each Bidder is entirely responsible for conducting its own independent field investigations, site visits, and operational analysis.
- Bidders must check the accuracy, adequacy, correctness, reliability, and completeness of the assumptions, assessments, statements, and information contained in this RFP and obtain independent statutory and legal advice from appropriate local sources.

4. Legal Interpretations:

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

5. Exclusion of Liability:

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

6. Reliance on Document Content:

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

7. Discretionary Rights to Update:

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

1. BACKGROUND:

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

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

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

2. GENERAL GUIDELINES & BIDDING PROCESS:

2.1. Invitation Overview:

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

2.2. Project Scope & Work Classification

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

1. **Owner Corporate Office:** Odisha Coal and Power Limited, Zone-A, Fourth Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar-751023.
2. **Owner Site Office:** Odisha Coal & Power limited, Samanwaya Bhawan, Manoharpur Coal Mine Project, Vill-Sarbahal, Block-Hemgir, Dist-Sundargarh, Odisha,770013
3. **Access to Manoharpur Coal Mine:** **Road:** From Gandhi Chowk, Brajrajnagar, 30 km;
Rail: Kanika/Hemgir Station – 25 km from Hemgir;
Air Port: Nearest Airport is Jharsuguda.
4. **Name of Work / Assignment:** [Subject Tender Title]
5. **Tender Reference Number**: OCPL/MCMP/SER-223/2026 Dated: 19/09/2026
6. **Project Location:** Manoharpur Coal Mine Project, Block- Hemgir, Sundargarh, Odisha

7. **Contract Classification Category**: Supply of Goods.
8. **Broad Scope Summary**: The successful bidder will be required to execute the complete lifecycle of tasks, deliveries, or supply milestones as mapped out in the Scope of Supply enclosed in **(Section E)** separately with this ITB.

2.3. Digital Enrollment & Verification

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

2.4. Split Cover Submission Structure

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

A. Cover-I: Techno-Commercial Bid:

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

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

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

B. Cover-II: Price Bid

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

2.5. CRITICAL BIDDING SCHEDULE (PORTAL TIMELINES):

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

Sl. No.	Procurement Activity / Milestone	Scheduled Date & Time
1	Publication Date of Tender Notice (NIT)	19.09.2026 at 15.00HRS
2	Document Download Start Date	19.09.2026 at 15.00HRS
3	Seek Clarification Start Date	19.09.2026 at 15.00HRS
4	Bid Submission Start Date	20.09.2026 at 10.00 HRS
5	Seek Clarification End Date	13.10.2026 at 17.00HRS
6	Bid Submission Closing Date	14.10.2026 at 17.00 HRS
7	Pre-Bid Meeting Date, Time, and Venue	Not Applicable
8	Deadline for Physical Submission of EMD Instruments	14.10.2026 at 17.00 HRS
9	Bid Opening Date of Cover-I (Techno-Commercial)	16.10.2026 at 15.30 HRS
10	Opening Date & Time of Cover-II (Price Bid)	To be notified online to qualified bidders

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

3.1. Prescribed Procurement Costs

Cost Component	Prescribed Value (Incl. of GST)	Acceptable Modes of Submission
Tender Paper Cost	**Rs 1,000/-** *(Rupees One Thousand Only) inclusive of GST*	Remitted via online banking gateway Odisha Tender Portal.
Bid Security / EMD	**Rs. 46,000/-** *(Rupees Forty Six Thousand)*	Remitted via online banking gateway Odisha Tender Portal, Demand Draft (DD), Bank Guarantee (BG), electronic BG (e-BG), Insurance Surety Bond, or Pledged Fixed Deposit Receipt (FDR).

3.2. Mandatory Handling of Banking Instruments:

1. **Physical Deadline**: When using offline/banking formats for EMD, the original physical instrument must reach the Undersign's office on or before the **critical deadline of submission of bid** specified in the Bidding Schedule.
2. **Standard Formats Required**: If opting for a banking security option, bank guarantees must be issued exactly per **Annexure-A (Format for BG for EMD)**, and insurance bonds must comply with **Annexure-B (Format of Insurance Bond for EMD)**.

3. **Delivery Location**: Send to the Sr. Manager (Commercial & Contracts), OCPL Site Office, Samanwaya Bhawan, Sarbahal, Hemgir, Dist-Sundargarh, Odisha, Pin-770013. No interest is paid on EMD deposits.

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

4.1. Interpretation & Scope

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

4.2. Pre-Bid Clarifications & Site Familiarization:

1. **Pre-Bid Meeting Applicability**: A pre-bid conference may be conducted on the date and venue specified in the Bidding Schedule to clarify technical issues and respond to queries concerning the supply (or/and installation commissioning).
2. **Omission Interpretation Directive**: If a specific Pre-Bid Meeting date or venue is not explicitly filled or provided inside the Bidding Schedule **(see Clause 2.5)**, bidders must understand that a formal pre-bid meeting is still fully applicable for this tender. Under this fallback provision, bidders may ask for clarifications through email only, and the subsequent reply will be provided by the Owner through email only. In such cases, the default administrative mechanism allows the bidder to execute physical site visits independently and directly ask for necessary structural clarifications from the Owner regarding the RFP documents.
3. **Site Evaluation**: Bidders form a key part of this process and are strongly advised to execute physical site visits independently to evaluate the physical project locations, local logistics, weather, environmental variables, community proximity, statutory risks, and operational conditions at their own expense before submitting email queries.
4. **Binding Impact**: Ignorance of site circumstances or specific operational constraints will not be accepted as a basis for alterations to the bid or future claims after contract execution.

4.3. Requests for Clarifications:

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

4.4. Amendments and Corrigenda Issued to RFP:

1. **Owner's Discretionary Rights**: The Owner reserves the right to issue amendments or modify the RFP at any time prior to the submission deadline without assigning any reason.
2. **Portal Publishing**: Amendments will be officially published as corrigenda on the portal, which shall be binding on all bidders.
3. **Resubmission Options**: Bidders who submit a bid prior to an amendment/corrigendum may either upload an addendum bid responding specifically to the amendment/corrigendum or withdraw their original bid and resubmit a fresh bid.

4. **Extension of Time:** Owner may or may not opt for extension for any amendment/corrigendum considering the significance/requirement of amendment.

4.5. Extension of Deadlines:

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

4.6. Submission Integrity & Correction Protocols

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

4.7. Modification and Withdrawal Framework

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

4.8. Clarification and Evaluation of Qualification Requirements:

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

4.9. False or Misleading Claims:

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

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

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

4.11. Bidding Costs

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

4.12. Ownership of Bids and Responses

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

4.13. Fraud, Corruption, and Restricted Practices

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

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

4.14. Conflict of Interest

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

4.15. Disqualification Framework

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

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

4.16. Information Confidentiality (Clause 8.24)

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

5. <u>BID PREPARATION, LIFECYCLE, AND OUTRIGHT REJECTION CRITERIA:</u>

5.1. Bid Lifecycle and Framework

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

5.2. Outright Rejection Framework

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

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

6. <u>PRICE EVALUATION AND MATHEMATICAL DISCREPANCY PROTOCOL:</u>

6.1. Quoted Price Conditions

1. **Template Integrity**: Rates must be filled in using only the official BoQ Excel template provided on the portal.
2. **Fixed Cost Policy**: Quoted prices must remain firm for the entire contract lifecycle and are immune to changes in labour or material costs.
3. **Fixed Price Contract: Fixed Price Contract:** The rates quoted by the Bidder shall be firm, fixed, and inclusive of all taxes, duties, levies strictly **excluding GST**.

4. **Evaluation Basis:** The financial evaluation shall be conducted on a strict **Least Cost Selection (LCS)** basis. The contract will be awarded to the technically qualified bidder who quotes the lowest **Total Amount (Rs.) Excluding GST**.
5. **Tax Inclusion: Rates must be inclusive of all Indian taxes and duties, except for Goods and Services Tax (GST)**, which must be shown separately. All financial adjustments must strictly reflect the legal mandates referenced.

6.2. Mathematical Conflict Hierarchy

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

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

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

7.1. Contract Award Method (L1 and L2 Provisions)

1. **L1 Selection**: The contract will be awarded to the qualified bidder who submits the lowest responsive evaluation rate (L1 Bidder).
2. **L2 Risk and Cost Clause**: If the L1 bidder fails to execute the contract, the work may be awarded to the L2 bidder. The cost difference will be recovered directly from the L1 bidder's performance security or earnest money.
3. **Alternative Selection Upon L2 Rejection**: If the L2 bidder explicitly rejects the offer or fails to respond within seven (7) days, the Owner shall select a replacement contractor through a fresh, suitable tendering process strictly in accordance with the policies of the Owner.

7.2. Performance Security and Additional Performance Security

i. Standard Contract Performance Security

1. Within **seven (7) days** from the date of receiving the Letter of Award (LOA)/Work order, the successful bidder must submit a Performance Security equal to **[X % see SCC] of the contract value**.

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

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

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

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

(i) Definition of Abnormally Low Bid (ALB)

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

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

(ii) Mechanism for Seeking Justification / Clarification

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

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

(iii) Evaluation of Clarification and Consequences of Rejection:

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

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

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

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

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

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

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

3. **Treatment of an Abnormally Low L2 Bid:** If the L2 Bidder's *original* quote was also independently flagged as an Abnormally Low Bid, the exact same clarification mechanism defined under sub-clause (ii) must be completed for the L2 Bidder. If the L2 Bidder fails to justify their rate, their bid shall also be rejected.

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

8. STRUCTURE OF THE TENDER PACK & BINDING ENCLOSURES

8.1. Scope of the Bidding Document Set

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

1. **SECTION "A" Instructions to Bidders (ITB)**: The procedural Tendering framework detailed herein.
2. **SECTION "B" Detailed Qualification Requirements (QR)**: Contains the definitive technical capability criteria, mandatory annual financial turnover scales, Statutory and Certification Requirement that the bidder must fulfil to clear evaluation.
3. **SECTION "C" Covering Letter and Appendices for submitting Cover-I (see Clause 2.4 A) by Bidder.**
4. **SECTION "D" General Conditions of Contract (GCC) & Special Conditions of Contract (SCC)**: Establishes the legally binding financial terms, standard timelines, payment terms, risk allocations, liquidated damages, and force majeure etc. maps customized for **Work Contract**.
5. **SECTION "E" Scope of Work, Detailed Technical Specifications and Bill of Quantity**: Outlines the specific scope of work, Technical Specification, Engineering drawings, Bill of Quantity, etc. as applicable.

8.2. Precedence of Enclosures

1. **Integration**: All separately enclosed documents form an organic, indivisible part of the overall bidding conditions.

2. **Conflict Resolution**: In the event of a structural ambiguity or conflict between the broad clauses inside this ITB and the specialized provisions enclosed within the separate **Special Conditions of Contract (SCC)** or **Detailed QR**, the clauses of the specialized enclosures shall take precedence and govern the tender.

8.3. Mandatory Authorization of Signatory

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

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

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

9. <u>BIDDER'S DUE DILIGENCE & OWNER'S RESERVED RIGHTS:</u>

9.1. Due Diligence Requirement:

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

9.2. Owner's Administrative Rights:

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

10. <u>BIDDER ENTITLE TO BID:</u>

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

1. **Indian National Entities Only**: This is a **domestic tender**. Foreign firms or international bidders are strictly excluded.
2. **Registered Company/Firms**: Private Limited companies, Public Limited companies, registered Partnership firms, Limited Liability Partnerships (LLPs), and Sole Proprietorships operating in India.

3. **Government Entities**: Central or State Public Sector Undertakings (PSUs) and Government Departments.

11. GOVERNING LAW AND JURISDICTION:

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

12. DISPUTE RESOLUTION:

12.1. Amicable & Mutual Settlement:

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

12.2. Administrative Decision:

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

12.3. Arbitration Proceedings

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

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

12.4. Venue, Language, and Jurisdiction:

1. **Venue & Seat:** The venue and seat of the arbitration proceedings shall be at **Bhubaneswar** only.
2. **Language:** The language to be used in the arbitral proceedings shall be English.

3. **Jurisdiction:** Subject to the arbitration framework defined above, the **courts of Bhubaneswar** shall have exclusive jurisdiction to entertain any suits, petitions, or legal proceedings arising out of or related to this bidding process and contract.

12.5. Continuance of Services:

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

13. PRE-BID DIRECTORY & TECHNICAL CONTACT CHANNELS:

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

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

SECTION B: QUALIFICATION REQUIREMENT

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

Following are the Qualifying Criteria for the bidder: -

14.1. Technical Capacity (Eligibility Criteria)

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

Table-T-A

Criteria Category	Requirement Details
Time Period	Successfully completed similar works during the last 7 years ending on the date of notification of Tender.
Financial Thresholds *(Any one of the three)*	• **Three (03) Work:** Costing not less than **Rs. 9.12 Lakh** (Exclusive of GST)
	• **Two (2) Works:** Each costing not less than **Rs. 11.39 Lakh** (Exclusive of GST)
	• **One (01) Works:** Each costing not less than **Rs. 18.23 Lakh** (Exclusive of GST)
Definition of Similar Work	Construction of Civil and structural work including concreting, steel fabrication & structural erection work.
Eligible Clients	Works executed for Central/State Government departments, PSUs, Government Financial Institutions, or reputed Private Companies/Corporates (Pvt. Ltd. or Limited).
Mandatory Evidence Required	Copy of original **Letter of Award, Signed Contract Agreement or Work Order** showing Scope, Value, Terms and Condition and Commencement and Completion Date, Bill of Quantity.
	Completion Certificate/Experience Certificate: Official certificate of Competent Authority/Authorised Signatory of client certifying successful completion (as per mandatory details given below: -).

Note:

1 **Verification for Private Sector Clients**

If required by the Tender Committee during the evaluation stage, the bidder shall submit copy of the TDS (Tax Deducted at Source) Certificate or Form 26AS for projects executed for reputed Private Companies or Corporates. The financial values reflected in these tax documents must explicitly match the payment credentials and contract value claimed for that specific work.

2 **Independent Verification of Credentials**

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

3 **In case of submission of Experience Certificate:**

If a Bidder submits Experience Certificate in lieu of a Completion Certificate, the document must explicitly state the financial value of the work completed prior to the date of publication of the Notice Inviting Tender (NIT).

4 Completion/Experience Certificate Mandatory Details:

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

a) Name of the Client Organization, Address and Contact Details.
b) Title of Work, Work Order/Contract/Letter of Award (LOA) Number with date.
c) Work order/Contract/LOA Value and Final executed value of the work (in INR).
d) Date of commencement, completion as per Work Order and Actual Date of Completion.
e) In case of Experience Certificate Note (3) will prevail in exception.
f) A clear statement certifying that the performance of the contractor was satisfactory.

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

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

<u>NOTE</u>:

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

- The Max. sealing for submission of Work Order and Completion Certificate is three (See Form T-1) following the provision of Table T-A (Financial Threshold).

14.2. Financial Capacity:

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

<u>**Table T-B**</u>

Financial Criteria	**Minimum Requirement**	**Mandatory Evidence Required**	**Special Provisions**
Average Annual Turnover	**Rs. 13.67 Lakhs** (Rupees Thirteen Lakh Sixty-Seven Thousand only) over the last **3 consecutive financial years**: • FY 2023-24 • FY 2024-25 • FY 2025-26	• Audited Reports: Audited Balance Sheets and Profit & Loss statements for the specified years. • CA Certification: Must be certified by a Chartered Accountant (CA).	**For FY 2025-26 Only:** If the audited report/balance sheet is not yet available, the bidder may submit a **Turnover Certificate** certified by a Chartered Accountant.

<u>**Form F-1:**</u> **Financial Capacity (Average Annual Turnover:**

CHARTERED ACCOUNTANT CERTIFICATE FOR AVERAGE ANNUAL TURNOVER

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

CERTIFICATE OF AVERAGE ANNUAL TURNOVER

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

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

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

Audit Declarations:

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

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

For _____________________________ *(Name of the CA Firm / Auditing Entity)*

Chartered Accountants (Firm Registration No: ______________)

(Signature of the Authorized Partner)

Name of the Auditor: ____________________________

ICAI Membership Number: ___________________

UDIN (Mandatory for Validation): ______________________________

Date: ______________

Place: ______________

(Affix Official CA Firm Stamp and Seal)

📌 **Mandatory Instructions for the Bidder:**

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

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

14.3. Statutory & Accreditation Requirements:

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

Table T-C

1. Corporate Companies *(Private Limited / Public Limited / Section 8)*	• Certificate of Incorporation (COI) issued by the Ministry of Corporate Affairs (MCA) / ROC. • Memorandum of Association (MOA) and Articles of Association (AOA).
2. Limited Liability Partnerships (LLPs)	• Certificate of Incorporation (COI) issued by the MCA / Registrar of Companies. • Formal, fully executed LLP Agreement.
3. Traditional Partnership Firms	• Registered Partnership Deed executed on non-judicial stamp paper. • Valid Firm Registration Certificate (Form-C / Form-A) issued by the State Registrar of Firms.
4. Sole Proprietary Firms	• Valid GSTIN Registration Certificate • Signed Proprietor's Declaration Affidavit.

(b) Corporate Registrations:

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

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

Table-T-D

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

SECTION C: COVER LETTER AND APPENDICES

15. COVER LEETER FOR BIDDER

(TO BE SUBMITTED BY BIDDER ON LETTERHEAD)

To Date:

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

Sub: Online Bid Submission through the Odisha e-Procurement Portal for the Tender of "[……….Insert Tender Title……………..]".

Ref:

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

Dear Sir,

1. Confirmations and Portal Declarations:

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

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

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

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

2. Acceptance of Tender Conditions:

- **Unconditional Acceptance:** We have studied the complete Detailed Tender Call Notice (DTCN), scope of work, and delivery timelines. We unconditionally accept all the specifications, terms, and location-isolated execution rules without any reservation or counter-conditions.

- **Single and Frozen Submission:** We certify that we have submitted only one integrated proposal on the portal. We understand that the system will evaluate only our last **"Frozen"** bid submission configuration.
- **Validity of Offer:** In accordance with the portal specifications, our technical and commercial offer shall remain firm and valid for a period of 180 days from the electronic bid opening date.

3. Enclosure for Online Document Uploads (Technical Cover-I) with Covering Letter:

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

1. Tender Document: Copy of the complete, unedited Tender Document signed on all pages.

2. Tender Cost (See Clause 3 of ITB)**:** Proof of Online Payment of Tender Fee (If applicable)

3. **Earnest Money Deposit (EMD)** (See Clause 3 of ITB): Proof of Online Payment/Physical Submission of Earnest Money Deposit.

NOTE: If the EMD is prepared in the form of Physical Instrument (FD, Demand Draft, Insurance Bond, Bank Guarantee etc.), the original shall be submitted to the Tender Inviting Authority's office before Deadline of bid Submission date and time (or extended deadline of bid submission date and time).

3. Qualification Requirement (Technical) (See Clause 14.1 of QR)**:** -

a) Form T-1, followed by supporting
b) Work Order/ Letter of Award (LOA)/Contract Agreement (Max. for three works)
c) Completion Certificate. (Max for three Works)

4. Qualification Requirement (Financial Capacity) (See Clause 14.2 of QR)**:**

a) Form F-1, followed by supporting
b) The audited Financial Report (including Balance Sheet and Profit & Loss Statement).

5. Registration Certificates (Eligible Entities) (See Clause 14.3 (a) of QR)**:** Registration Certificates and other constitutional documents validating eligibility.

6. Statutory Registrations (See Clause 14.3 (b) of QR)**:** Copies of PAN Card and GST Registration Certificate.

7. EPF, ESIC and Labour License (See Clause 14.3 (c) of QR)**:** Registration Certificates and relevant regulatory documentation or Exemption wherever applicable.

8. Appendix-A: Authorization Letter

9. Appendix-B: Power of Attorney (POA)

10. Appendix-C: Anti-Profiteering Declaration

11. Appendix-D: Declaration of Non-Blacklisting

12. Appendix-E: Performance Commitment & Project Execution Declaration

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

Thanking you,

Yours faithfully,

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

15.1 APPENDIX-A: AUTHORISATION

BOARD RESOLUTION OF THE BIDDER / AUTHORISATION BY PROPIETOR / AUTHORISATION BY MANAGING DIRECTOR /AUTHORISATION BY MANAGING PARTNER

Format of the Board Resolution for the Bidder

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

RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded for placing the Bid against the Request for Proposal (RFP) dated 29/08/2025, as amended from time to time, issued by Odisha Coal and Power Limited ("OCPL") for **[………………Insert Name of Supply Here…………………………………].**

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

Certified True Copy

Notes: -

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

15.2 APPENDIX-B: POWER OF ATTORNEY

FORMAT FOR POWER OF ATTORNEY

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

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

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

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

For ___________________________

Company Seal Accepted

…………. (Signature)

(Name, Title and Address of the Attorney)

15.3 APPENDIX-C: ANTI-PROFITEERING DECLARATON FORMAT

Bidders Declaration (On Letter Head)

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

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

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

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

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

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

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

4. **Indemnity and Recovery Provision:**

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

Date: __________________

Place: __________________

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

15.4 APPENDIX-D: Declaration of No Blacklisting / Non-Debarment Format

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

Date: [Insert Date of Submission]

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

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

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

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

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

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

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

4. **Veracity of Information and Severe Penal Liability**

   We acknowledge that the information provided in this declaration is complete, accurate, and true. Pursuant to the clauses governing False or Misleading Claims inside the ITB **Clause 4.9 (False or Misleading Claims),** we fully understand that if any part of this declaration is found to be false, misleading, or intentionally concealed at any stage during the bid evaluation or after the formal award of the contract:

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

Authorized Signatory Details:

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

Signature of Authorized Signatory: ________________________

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

15.5 APPENDIX-E: Performance Commitment & Project Execution Declaration

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

Date: [Insert Date of Submission]

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

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

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

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

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

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

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

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

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

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

Authorized Corporate Signatory Details:

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

Signature of Authorized Signatory: ________________________

Company / Agency Seal: [Affix Stamp Here]

15.6 ANNEXURE A: BID SECURITY (BG)

FORM OF BID SECURITY

(Bank Guarantee for Bid Security)

Guarantee No. [*insert*]

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

WHEREAS

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

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

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

NOW THE TERMS AND CONDITIONS of this Bid Security are:

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

   Any payment made hereunder shall be free and clear of and without deduction for, or on account of, any present or future taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any applicable law, the Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that the Owner receives the full amount due hereunder as if no such withholding occurred.
3. This Bid Security shall be irrevocable and remain in full force for a period of Two hundred and ten days from the Bid Opening Date of Techno Commercial Bid i.e., from DD/MM/YYYY [Bid Opening Date of Techno Commercial Bid] to DD/MM/YYYY or such extended period as may be mutually agreed between the Owner and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Bid Security have been paid.

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

a) it has the power to execute, deliver and perform the terms and provisions of this Bid Security and has taken all necessary action(s) to authorise the execution, delivery and performance by it of this Bid Security;
b) the Bank has duly executed and delivered this Bid Security, and this Bid Security constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;
c) neither the execution, delivery or performance by the Bank of this Bid Security, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any law, statute, rule or regulations or any order, writ, injunction or decree of any court or governmental instrumentality; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bank is a party or by which it or any of its property or assets is bound; or (iii) violate any provision of the Bank's constituent documents;
d) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the date hereof), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorise, or is

required in connection with: (i) the execution, delivery and performance of this Bid Security; or (ii) the legality, validity, binding effect or enforceability of this Bid Security; and

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

10. If any one or more provisions contained in this Bid Security are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Bank shall enter into good faith negotiations with the Owner to replace the invalid, illegal or unenforceable provision.
11. All documents arising out of or in connection with this Bid Security shall be served:
    (i) Upon the Owner, at Odisha Coal and Power Limited, Zone-A, Fourth Floor, Fortune Towers, Chandrasekharpur-751023, Bhubaneswar, Odisha, India marked for the attention of General Manager (Commercial & Corporate Affairs.)
    (ii) Upon ________________ [Name and address of the Issuing Bank].
12. Any such demand, notice or communication shall be deemed to have been duly
    i. If delivered by hand, when left at the proper address for service;
    ii. If given or made by pre-paid registered post or facsimile transmission, when received.
13. The Owner and the Bank may change their respective nominated addresses for service of documents to another address in India but only by prior written notice to each other. All demands and notices must be in writing.
14. It shall not be necessary for the Owner to proceed against the Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Owner may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
15. This Bid Security shall be governed by and construed according to the laws for the time being in force in India and the Bank agrees to submit to the exclusive jurisdiction of the courts in India for the purposes of settling any disputes or differences which may arise out of or in connection with this Bid Security and for the purpose of enforcement under this Bid Security.
16. We, the Bank, further undertake not to revoke this Bid Security during its currency except with the previous express consent of the Owner in writing.
17. Notwithstanding anything contained herein,

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

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

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

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

[NAME OF BANK]

[Name]

[Designation]

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

FORM OF BID SECURITY

(Insurance Surety Bond for Bid Security)

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

Insurance Surety Bond No. …....................

Date..

To

Odisha Coal and Power Limited (OCPL),

Address:

Dear Sirs,

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

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

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

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

....

(Signature)

....

(Name)

....
(Designation with Insurer Stamp)

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

NOTE:

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

SECTION D: CONDITION OF CONTRACT:

PART-I: GENERAL CONDITIONS OF CONTRACT (GCC) FOR WORKS

This Contract, its site proceedings, and all interconnected obligations shall be governed, construed, and enforced strictly in accordance with the substantive and procedural Laws of India.

1 GOVERNING LAW, JURISDICTION & LANGUAGE

1.1 Governing Law:

This Contract, its site proceedings, and all interconnected obligations shall be governed, construed, and enforced strictly in accordance with the substantive and procedural Laws of India.

1.2 Territorial Jurisdiction:

Both parties explicitly agree that any legal action, suit, or statutory proceeding arising under this Contract shall be instituted exclusively in the competent courts situated at Bhubaneswar, Odisha.

1.3 Official Language:

The ruling language of this Contract is English. All formal notices, engineering data, PERT updates, invoices, and audit reports must be delivered strictly in English.

2 CONTRACT PRICE AND TAXATION

2.1 Contract Price:

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

2.2 Taxation:

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

b) **Input Tax Credit (ITC) Protection:** In line with **Clause 2.2(a)**, the release of the GST component is tied directly to the Agency filing their GSTR-1 return. If the invoice fails to reflect in OCPL's GSTR-2B statement due to a default by the Agency, the tax component shall be withheld from the current or subsequent phase payments.

2.3 Tax Deduction at Source (TDS):

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

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

2.4 Statutory Variation Safeguard:

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

3 TERMS OF PAYMENT

3.1 Running Account (RA) Monthly Payment Schedule:

3.1.1 Billing Frequency:

The Contractor shall submit Running Account (RA) bills on a monthly basis throughout the contract execution period.

3.1.2 Submission Timeline:

The Contractor shall submit the RA Bill by the 5th day of the succeeding month along with all mandatory enclosures as follows:

a. **Measurement Sheets:** Detailed joint measurement sheets and abstract of quantities of the physical work executed during the billing month, duly cross-referenced with the official Measurement Book (MB).

b. **Quality and Compliance Certificates:** Certified material test reports, quality control clearance certificates signed by the EIC, and updated project progress reports or updated PERT chart schedules.

c. **Statutory Compliances:** Valid proof of labour payments, EPF/ESI deposition receipts for the personnel deployed at the site, and any other statutory clearances required for the billing period (Refer **Clause No. 10.1**)

3.1.3 Payment Basis:

Payments shall be made strictly on the basis of item rates in the Bill of Quantities (BOQ) applied to the actual quantities of physical work successfully executed, verified, and accepted by the Engineer-in-Charge (EIC).

3.2 Invoicing and Payment Processing:

3.2.1 Bill Submission:

Tax Invoices shall be raised and submitted in duplicate (two hard copies) directly to the EIC. Each invoice must be accompanied by the mandatory supporting deliverables of that phase, quality reports, and a copy of the cleared Hindrance Register pursuant to **Clause 16.11.4**. **Owner's GSTIN Registration Detail:** GSTIN Regd. No of OCPL: 21AACCO0959K1ZH.

3.2.2 Credit Period:

Payment for each successfully completed and verified monthly RA bill shall be processed and released within thirty (30) days from the date of submission of a clear, undisputed tax invoice by the Agency, provided the invoice is accompanied by all required deliverables and is duly certified by the EIC.

3.2.3 Certified Deductions:

All released payments shall be subject to:

a) **Statutory Deductions:** Applicable government taxes, including but not limited to Income Tax TDS, GST TDS, and Labour Cess.

b) **Contractual Deductions:** Retention money/security deposit deductions (if applicable) and any Liquidated Damages levied under **Clause 7.1** of this Contract.

NOTE:

Document Return Rule (all submission deadlines):

1 **Clock Resets**: If a document is returned at any stage due to errors, the timeline countdown resets entirely.

2 **Fresh Start**: The counting of days will restart from zero as specified for that particular stage upon resubmission.

3.3 Final Bill Submission and Closure:

3.3.1 Submission Timeline:

Upon successful physical completion of the entire Scope of Work and issuance of the Completion Certificate by the EIC, the Contractor shall submit a comprehensive Final Bill within sixty (60) calendar days.

3.3.2 Mandatory Enclosures:

The Final Bill must be submitted in Duplicate (Two Hard Copies) and must be accompanied by the following project closeout documents:

a) **Work Completion Certificate:** The official certificate obtained from the Engineer-in-Charge (EIC) confirming all project details for satisfactory execution (**Format Enclosed as Annexure-C-1).**

b) **No Claim Certificate (NCC):** A formal, signed legal declaration confirming that the Contractor has received all due payments and has no further financial claims, liens, or disputes outstanding against the Owner **(Format enclosed as Annexure-C-2)**.

c) **Indemnity Bond:** A valid, legally binding indemnity document executed on non-judicial stamp paper, protecting and holding the Owner harmless from any future financial liabilities, statutory defaults, or third-party legal claims arising out of or related to the services executed under this Contract **(Format enclosed as Annexure-C-3)**.

d) **Final Joint Measurements:** Complete and final abstract of physical works recorded and signed in the official Measurement Book (MB).

e) **Handover Deliverables:** All final "as-built" drawings, structural stability certificates, technical catalogue, operations manuals, and asset inventories whichever is/are applicable handed over and approved by the EIC.

f) **Statutory No-Dues:** Documentation confirming full and final settlement of all labour wages, royalties, EPF, and ESI obligations compiled during the project lifecycle. Clearance certificate from HR.

g) **Valid Insurance Policy for DLP:** Policy Certificate and Premium Payment receipts of the extended insurance policies (including Contractor's All Risks and Third-Party Liability policies) proving continuous, uninterrupted coverage extended up to the absolute end of the Defect Liability Period (DLP).

3.3.3 Final Processing and Credit Period:

The EIC shall scrutinize, verify, and certify the Final Bill within forty-five (45) days of receipt. The Owner shall process and release the final undisputed settlement amount within ninety (90) days from the date of the EIC's final certification.

3.3.4 Waiver of Unclaimed Amounts:

If the Contractor fails to submit the Final Bill within the stipulated sixty (60) days, the EIC reserves the right to prepare a final valuation of the works. In such case, this valuation shall be final and binding, and the Contractor shall be deemed to have waived all further financial claims under this Contract.

3.4 MOBILISATION ADVANCE

3.4.1 Purpose:

A Mobilisation Advance shall be at sole discretion of owner for large value contracts. This provides initial funds to the Contractor to ensure faster mobilisation and start the work, subject to approval from the Competent Authority of owner.

3.4.2 Interest Rates:

The advance shall be interest-bearing. The rate shall be the prevailing 6-month Average Marginal Cost of the Lending Rate (MCLR) or the Owner's Cash Credit interest rate, whichever is higher, plus 3% (+3%).

3.4.3 Disbursement:

The advance shall be paid in a minimum of two instalments. Payment in a single instalment requires special written approval from the Competent Authority owner. The Contractor must submit a Utilisation Certificate for the first instalment before the next instalment is released.

3.4.4 Bank Guarantee (MABG):

1. **Security Value:** Advance payments shall only be released against an unconditional Bank Guarantee equal to **110% of the advance amount** to cover interest costs.
2. **Multiple BGs:** The Contractor may submit multiple Bank Guarantees adding up to 110% to allow progressive reductions as the advance is recovered.
3. **Verification:** The Owner shall independently and confidentially verify the authenticity of all Bank Guarantees with the issuing bank before releasing any funds.

3.4.5 Recovery:

If the Contractor does not repay the advance according to the recovery schedule, or if work stops, the Owner has the absolute right to recover the outstanding advance directly by encashing the Bank Guarantee.

3.5 CONTRACT PERFORMANCE GUARANTEE (CPBG)

3.5.1 Value and Deadline:

The Contractor shall submit a Contract Performance Guarantee equivalent to **[(%) Specified in SCC]** of the Awarded Basic Contract Value. This guarantee must be submitted within **seven (7) days** of the issuance of the Work Order/Contract Agreement/letter of Award.

3.5.2 Acceptable Modes of Submission:

The guarantee shall be delivered exclusively through any of the following verified financial instruments:

1. An electronic Bank Guarantee (e-BG) or a standard Bank Guarantee (BG) formatted as per the text in **Annexure-P1**
2. A Demand Draft (DD) drawn in favour of Odisha Coal and Power Limited, payable at Bhubaneswar.
3. An Insurance Surety Bond configured as per **Annexure-P2**.
4. A Fixed Deposit Receipt (FDR) completely pledged in favour of Odisha Coal and Power Limited.
5. Direct online electronic routing via RTGS/NEFT into the verified bank account designated by the Purchaser.

3.5.3 Validity and Invocation:

The rules governing validity extensions and invocation triggers for performance breaches shall follow the strict baseline frameworks set forth in GCC.

3.5.4 Release Mechanism:

Notwithstanding any general timelines in the GCC, the submitted CPBG shall be formally returned or discharged to the Contractor within ninety (90) days from the successful completion of the project, subject to the compilation of the final Risk, Cost, and Delay Assessment Statement (RCDAS) (as applicable) and the issuance of a clean No-Demand Certificate by the EIC.

3.6 RETENTION MONEY/SECURITY DEPOSIT (SD)

3.6.1 Deduction Percentage from Running Bills:

A progressive Security Deposit / Retention Money component of **_____%** shall be dynamically deducted from the gross certified value of every monthly Running Account (RA) bill and the final closing bill.

3.6.2 Interface with Risk & Cost Protocol Hierarchy:

In the event of a default closeout, the accumulated Retention Money shall be locked into the frozen funds pool. Pursuant to GCC Clause 16.10.4, it shall be utilized as the **Third Layer of Recovery** to pay for physical completion cost premiums, latent defect rectifications and emergency Tendering expenses incurred through substitute on boarding.

3.6.3 Release Mechanism:

Notwithstanding any general timelines in the GCC, the Retention Money/ Security Deposit shall be formally returned or discharged to the Contractor after within (90) days from the successful completion of the project, subject to the compilation of the final Risk, Cost, and Delay Assessment Statement (RCDAS) (as applicable) and the issuance of a clean No-Demand Certificate by the EIC.

4 PROGRESS OF WORK:

4.1 Site Possession, Setting Out & Utilities

1. **Possession of Site:** The Owner shall grant right of access and physical possession of work fronts in

progressive stages. Delayed handover by the Owner (which is not in critical path of GANTT/ PERT Chart) shall be logged as a valid hindrance but shall not entitle the Contractor to any monetary compensation or idle charges.

2 **Setting Out of Works:** The Contractor is solely responsible for the true and proper setting-out of physical works based on baseline benchmarks provided by the Engineer-in-Charge (EIC). Any dimensional alignment or levelling errors shall be rectified by the Contractor at its own cost.

3 **Provision of Utilities:** Unless otherwise explicitly specified in the Scope of Work (SOW), the Contractor shall arrange, distribute, and meter all construction water and electrical power required for work, testing and commissioning (whichever/if applicable) at its own expense.

4.2 Progress Management & Hindrance Register:

1 **Baseline Schedule Monitoring:** The Contractor must submit a detailed project implementation schedule to the EIC (on GANTT/ PERT Chart) for approval based on resource-loaded critical path analytics. Actual physical progress shall be monitored periodically against these baseline milestones.

2 **Hindrance Register Management:** A formal Hindrance Register shall be jointly maintained at the site as the sole, legally binding record for validating project delays.

a) **Notification Timeline:** The Contractor must log any site bottleneck (such as front delays or force majeure) in writing within three (3) days of occurrence.

b) **Removal Timeline:** The date of bottleneck resolution must be recorded and jointly signed within forty-eight (48) hours of clearance.

c) **EoT Interlocking:** No request for a time extension will be considered or approved unless the delay is explicitly validated in the Hindrance Register. Delays caused by the Contractor’s material shortages or labour scarcity shall not qualify for relief.

3 **Structured Hindrance Register Layout:** The register must be maintained chronologically utilizing the standard format enclosed as **Annexure-H**—to systematically prevent double-counting of parallel disruptions. EIC at its sole discretion may change the format considering the requirement of project under discussion contractor.

4 **Discretionary Customisation:** Notwithstanding anything contained in the clauses above, the EIC may, at its sole discretion—considering the low financial value of the contract and the specific nature or complexity of the work—edit, remove, simplify, or implement alternative methodologies for the progress monitoring system.

4.3 Quality of Works, Inspection:

1 **Inspection of Works:** The EIC or their authorized representatives shall hold unhindered access to the worksite at all stages to monitor, audit, and inspect the quality of works. The Contractor will prepare all required samples for quality check and provide all required tools/ equipment/ manpower/ transportation & handling charges/ testing charges at approved laboratories etc. complete without any additional cost.

2 **Notice Before Covering Up Work:** The Contractor shall request the EIC before burying or covering up any foundations, underground structures, cabling, piling, or piping as applicable). Unauthorized covering mandates exposure and rectification entirely at the Contractor's cost.

3 **Defective Works and Quality Loop:** If any work is found to be substandard or non-compliant with

technical specifications, the Contractor shall dismantle, replace, or rectify it at its own cost. Revised works must be re-presented for inspection within seven (7) days. This quality correction loop shall not qualify for an Extension of Time (EoT).

4 Request for Inspection (RFI): Contractor shall raise request for inspection of the following works in the RFI format at least before 6 days

i) Layout of Foundations

ii) Backfilling of Foundations

iii) Reinforcement placing of RCC Structures

iv) Concreting of RCC Structures

4.4 Final Completion & Handover

1 **Final Performance Testing/Inspection:**

Final acceptance of executed works (as applicable) will be granted only after successful completion and verified via a Joint Completion Certificate (JCC).

2 **Mandatory Site Clearance:**

Upon completion or termination, the Contractor must clear away all scaffolding, surplus inventory, and rubbish etc.

3 **Materials Found at Site:**

All valuable articles, antiquities, fossils, or geological assets discovered during excavation belong absolutely to the Owner. Similarly, any industrial scrap or assets generated during demolition belong exclusively to the Owner.

4.5 SITE SANITATION, SCRAP MANAGEMENT & DE-MOBILIZATION

4.5.1 Continuous Site Cleanup:

The Contractor shall maintain all work fronts in a safe, clean, and organized condition throughout the contract lifecycle. All construction debris, industrial waste, excavated muck, and hazardous run-offs shall be cleared continuously and disposed of at designated municipal dump yards or any other place proposed by EIC entirely at the Contractor's own expense.

4.5.2 Final Site Clearance Mandate:

Upon project completion, suspension, or issuance of a termination notice, the Contractor shall completely dismantle all temporary structures, clear all scrap, and demobilise from the site within fifteen (15) calendar days after submission of Final Bill pursuant to **Clause no. 3.3 or Clause 7.2.1 (4)**.

4.5.3 Default Remediation:

If the Contractor fails to deliver the site in a completely cleared, tidy, and operational condition within the stipulated timeline, the EIC shall execute the clean-up through a third-party agency. All associated clearing fees, haulage costs, and municipal penalties shall be recovered directly from the Contractor's pending bills or contract securities pursuant to **Clause 16.12**.

5 PROJECT TIMELINES, EXTENSION, WARRANTY & DEFECT LIABILITY

5.1 COMPLETION PERIOD

5.1.1 Baseline Contract Period:

Time is strictly of the essence for this Contract. The Agency shall execute, complete, and deliver the entire Scope of Work within the baseline completion period specified in the Special Conditions of Contract (SCC).

5.1.2 Project Planning:

The Contractor shall submit a detailed Plan of Activities mapped on a GANTT/ PERT Chart within **Seven (7) days** of the issuance of the Letter of Award (LoA)/Work Order/Contract Agreement for approval by the EIC. Upon approval, the project shall progress strictly in accordance with these timelines and PERT chart milestones.

5.2 TIME EXTENSION

5.2.1 Permissible Hindrances and Delays:

Extension of time (EOT) may be considered by the Owner only if the progress of work is delayed by reasons entirely beyond the control of the Agency and suitably entered in Hindrance Register duly approved by EIC (refer clause no 16.4.2).

5.2.2 Procedure for Requesting Extension:

1. **Hindrance Register:** The Agency must document any field delay in the official Hindrance Register within twenty-four (24) hours of its occurrence. The entry must be countersigned by the EIC to be considered valid.
2. **Formal EOT Application:** The Agency shall submit a formal written application for an Extension of Time (EOT) to the EIC at least thirty (30) days before the expiry of the baseline contract period.
3. **Documentation:** The application must include the certified Hindrance Register logs, a revised GANTT/ PERT chart, and a clear impact analysis proving that the hindrance impacted the project's critical path.

5.2.3 Owner's Review and Discretion:

The EIC shall evaluate the application and grant a formal written extension if the grounds are proven valid. The Owner reserves the absolute right to:

1. **Extension Without LD:** Grant an extension without levying Liquidated Damages if the delay is not attributable to the contractor or unpreventable site constraints.
2. **Extension with LD:** Grant an extension with the continuous levy of Liquidated Damages as per **Clause 16.8.2** if the delay is caused by the Contract's default, slow progress or poor mobilization.

5.2.4 Consequences of Unauthorized Overrun:

If the baseline completion period expires and the Agency has not secured a formal, written time extension from the Owner, the contract shall instantly face Deemed Termination pursuant to **Clause 16.8.4**.

5.3 DEFECTS LIABILITY PERIOD (DLP) & WARRANTY OBLIGATIONS

5.3.1 DLP/Warranty Obligation:

The Contractor warrants all executed works against structural, civil, mechanical, or electrical breakdown during the Defects Liability Period (DLP) specified in the SCC, commencing from the official date on the Work Completion Certificate issued under **Clause 3.3.1.**

5.3.2 Free Correction of Defects:

Any deficiency arising from poor workmanship, faulty site engineering, or substandard execution during the DLP shall be repaired, replaced, or rectified by the Contractor entirely at its own cost.

5.3.3 Failure to Rectify:

Failure to attend to and rectify a reported defect within Seven (7) days (or any duration instructed by the EIC based on the critical nature of the defect) of written notice constitutes a material default. Upon expiry of this window, the Owner shall execute the work at the Risk and Cost of contractor, deducting all execution costs plus a 15% administrative overhead charge directly from withheld retention/performance securities, or recovering it as a financial debt pursuant to **Clause 17**.

5.3.4 Impact of Post-Termination on DLP:

If the contract is terminated for default under **Clause 7.2**, the original Contractor's liability for the specific blocks of physical work they executed remains active. This specific DLP shall commence from the date the Owner successfully completes and commissions the balance project scope through the alternative risk-and-cost agency under **Clause 7.3**.

5.3.5 Extended DLP for Rectifications:

Any component or structural section undergoing major repair or replacement under this clause shall be subject to an extended, fresh Defects Liability Period of twelve (12) additional months from its date of re-commissioning, completion, and fresh verification by the EIC.

6 AUTHORISED REPRESENTATIVE & POWER OF ATTORNEY (PoA)

6.1 Legal Execution of PoA for Companies and Firms:

Within 7 days of issuance of work order/Letter of Award/signing the Contract Agreement before mobilizing resources, the Contractor must submit a valid, notarized Power of Attorney (PoA) executed on non-judicial stamp paper.

1. **For Companies:** The PoA must be backed by an official Board Resolution passed by the company's directors.
2. **For Partnership/LLP/Proprietorship Firms:** The PoA must be signed by all partners holding status under the registered Partnership Deed, or executed directly by the sole Proprietor.
3. **For Govt. Entity**: POA must be backed by Office Order/Letter issued by competent authority of Entity.
4. **Credentials:** The PoA must explicitly name the Authorised Representative and display verified specimen signatures alongside identity proofs.

6.2 Scope of Authority and Legal Binding:

The nominated representative holds full legal authority to act for and bind the Company or Firm or Govt.

Entity across all administrative, commercial, and technical matters under this Contract. This representative is explicitly empowered to execute bill and invoice authentication, joint Measurement Book (MB) verifications, progress reviews, and dispute/settlement handling.

6.3 Procedures for Change in Representative: To replace or revoke an Authorised Representative, the Company or Firm must serve a minimum 7-day prior written notice accompanied by fresh notarized PoA documentation. Until the Owner formally accepts the fresh PoA in writing, all actions and signatures of the previous representative remain legally binding upon the Contractor.

7 CONTRACT PERFORMANCE CONTROL & DEFAULT REMEDIES

7.1 LIQUIDATED DAMAGES (LD) FOR DELAY

7.1.1 Timeline Obligation:

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

7.1.2 Rate of Deduction and Ceiling:

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

7.1.3 Methodology for Recovery:

The calculated LD shall be deducted as per procedure set out in **clause no. 12**.

7.1.4 Deemed Termination Upon Expiry:

If the contract period expires and a formal, written time extension has not been officially approved and issued by the Owner, the contract shall automatically be deemed terminated. Upon such deemed termination, all closeout provisions under the Termination for Default **Clause no. 7.2** and the Risk and Cost **Clause 7.3** shall apply.

7.1.5 Termination Triggers and Discretionary Cancellation:

Reaching the maximum 10% LD cap, or continuous negligent delays, shall be treated as a material breach allowing the Owner to terminate the contract under the Termination for Default **Clause 7.2** and invoke the Risk and Cost **Clause 7.3**. Furthermore, during any approved extension period where LD is being levied, the Owner reserves the right, at its sole discretion, to terminate the contract at any time if the Agency commits repeated defaults regarding project progress or work quality.

7.1.6 Post-Cap Discretionary Extension:

The Owner may allow the Agency to continue execution past the 10% LD cap under a formal written extension if required for the project. Any such extension shall be issued strictly without prejudice to any other rights, remedies, or recourses available to the Owner under this Contract or applicable law. Apart from levying the maximum capped LD, the Owner reserves the right to renegotiate terms and condition of existing contract. If the Agency rejects the newly negotiated terms and condition or mutual consent is not arrived, the Owner shall immediately enforce contract termination under **sub-clause 7.1.5.**

7.1.7 Recovery of Unliquidated Damages for Revenue Loss:

In the event that the Owner suffers actual financial or revenue loss exceeding the maximum capped Liquidated Damages due to default of Contractor, the Owner reserves the absolute right to recover such additional, unliquidated damages from the Agency. This recovery mechanism shall be enforceable during any approved contract extension period, or during the execution of the Risk and Cost Period following a termination due to default. To eliminate commercial disputes, such financial or revenue loss shall be evaluated exclusively by an independent third-party financial expert (such as an IBBI-registered valuer or an NSE/BSE/Nationalised Bank empanelled firm/Professional Chartered Accountant) nominated via a time-bound panel selection process. The full professional fees of this independent expert shall be borne entirely by the Contractor. Such independent third-party financial expert shall be selected on mutual consent. In case of dispute in mutual consent, owner decision shall be final. This exercise shall be completed within 90 days from the date of completion of work.

7.2 TERMINATION OF CONTRACT FOR DEFAULT:

The Owner reserves the right to terminate this Contract, in whole or in part, in the event of non-performance, substandard performance or any material breach of the terms and conditions by the Contractor. Prior to termination, the Owner shall issue a **seven (7) days'** written notice to cure the default. If the Contractor submits a written appeal within **three (3) days** proving genuine site constraints, the EIC retains sole administrative discretion to grant a firm, revised remediation deadline strictly without prejudice to any other rights or recoveries. Upon the Contractor's failure to rectify the breach within the stipulated period, the Owner shall issue a formal notice of termination. Following issuance of the termination notice, the following closeout procedures shall be strictly executed:

7.2.1 Immediate Cessation of Work:

The Agency shall immediately cease all further work, services, and operational activities under this Contract.

7.2.2 Assessment of Completed Work:

A comprehensive joint measurement of physical works successfully executed up to the date of termination shall be recorded in the official Measurement Book (MB) within **fifteen (15) calendar days** of termination. If the Contractor fails to attend, the unilateral measurement recorded by the EIC shall be final, conclusive, and legally binding.

7.2.3 Inventory and Document Handover:

The Contractor shall hand over all site assets, engineering layouts, "as-built" data, customization files, layouts, and technical data to the EIC within **Fifteen (15) calendar days** of termination.

7.2.4 Final Invoicing and Settlement:

a) **Submission Timeline:** The Agency shall submit its final invoice within **thirty (30) calendar days** from the official date of termination, based strictly on the physical works approved, accepted, and recorded by the EIC up to the termination date.

b) **Withholding and Forfeiture:** All pending monthly progress bills, outstanding claims, as well as the final bill amount, shall be strictly withheld by the Owner, and the Performance Security shall stand forfeited immediately upon default termination. Final financial reconciliation shall remain frozen until the completion of the Risk and Cost execution under **Clause 7.3**.

c) **Failure to Submit Within 30 Days:** If the Agency fails to submit its final invoice within the stipulated **thirty (30) day** window, it shall be deemed a complete and irrevocable waiver of all financial claims under this Contract. Upon such default, the EIC shall unilaterally prepare a final closure valuation of the executed works based strictly on the official Measurement Book (MB) records pursuant to **Sub Clause 7.2.2**. This unilateral valuation shall be final, conclusive, and legally binding on the Contractor, and the Owner shall proceed with closing the contract account for risk and cost settlement.

The Owner reserves the right to assign the remaining balance of the Scope of Work to an alternative vendor entirely at the risk and cost of the Agency, pursuant to the **Risk and Cost Clause 7.3**.

7.3 RISK AND COST

7.3.1 Appointment of Alternative Agency:

In the event of Contract termination due to default by the Agency pursuant to **Clause 7.2** the Owner reserves the right to execute the remaining unexecuted Scope of Work through the L2 Bidder or any other alternative agency selected at the Owner's sole discretion.

7.3.2 Determination of Alternate Agency:

a) **First Right of Refusal to the L2 Bidder:** Following default termination under **Clause 7.2**, the Owner shall first formally offer the balance unexecuted scope of work to the L2 bidder from the original tendering process, conditional upon the L2 bidder agreeing to execute and complete the remaining works strictly at their originally quoted L2 rates.

b) **Alternative Selection Upon L2 Rejection:** If the L2 bidder explicitly rejects the offer or fails to respond within **Fifteen (15) days**, the Owner shall select a replacement contractor through a fresh, suitable tendering process executed strictly in accordance with the policies of the Owner.

7.3.3 Agency Risk and Cost Indemnity:

All such balance scope of works shall be performed at the sole risk, cost, and responsibility of the original Agency (Original Contractor). The Contractor shall indemnify and hold the Owner harmless against any loss, damage, or inflation resulted from Contractor’s default.

7.3.4 Financial Settlement and Recovery of Additional Costs:

a) **Definition:** Additional Cost refers to the net expense exceeding the original contract awarded contract price of L1 Bidder, Administrative and Re-Tendering Cost, Liquidated Damages and Unliquidated Damages (whichever is applicable).

b) **Withholding Payments:** The Owner shall withhold all pending payments under **Clause 7.2.4 (b)** until the balance works are completed by the alternative agency and the final risk and cost liability is calculated. The Timeline of Risk and Cost Settlement shall be 90 days from the date of accepted completion period of Alternate agency.

c) **Recovery:** Additional Cost under **clause 7.3.4** shall be recover pursuant to **Clause no. 17**.

7.3.5 Limitations of Liability and Scope:

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

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

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

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

e) **Latent Defect Rectifications:** Costs incurred for the rectification of latent defects that were not identified or measured during the final measurement process at the time of contract termination.

f) **Applicable Liquidated Damage:**

   I. The delay clock does not stop at contract termination. Liquidated damages will run continuously from the original contract deadline (or extended without levy of LD) until the replacement agency fully completes and certifies the remaining work.

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

   III. If the accumulated delay causes the baseline LD ceiling cap to be exhausted or diluted, the Owner reserves the right to claim and recover unliquidated damages. These damages shall be evaluated and enforced based on documentary evidence of actual losses, including certified project revenue losses, extra oversight fees and government fines, where applicable pursuant to **Clause 7.1.7.**

8 SUSPENSION/ TERMINATION ON OWNER CONVENIENCE

8.1 Contract Suspension

8.1.1 Right of Suspension and Demobilisation:

The Owner reserves the absolute right to suspend the execution of the works, in whole or in part, at any time for reasons entirely beyond the control of the Owner (including but not limited to statutory halts, land acquisition delays, or administrative directives).

1. Upon receipt of a written suspension order from the Owner, the Contractor shall immediately safeguard and halt all field operations.

2. If specifically instructed by the Owner in writing, the Contractor shall immediately demobilise its plant, machinery, manpower, and temporary structures from the site or work fronts within the timeline specified in the instruction.

8.1.2 Resumption and Price Adjustment Claims:

1. **Proposal Submission:** When the Owner issues a formal notice to resume the suspended works, the Contractor may submit a comprehensive commercial proposal detailing the genuine financial impacts caused by the suspension.
2. **Owner's Discretion & Unexpired Period Restrictions:** Any such financial claim or price adjustment shall be subject to the strict review and formal written approval of the Owner.

   Unexpired Completion Period: If the original baseline completion period of the Contract has not expired at the time of resumption, **no price revision or inflation proposal shall be accepted**. The Contractor's claim shall be strictly restricted **only to actual remobilisation costs**, subject to verification and audit of physical bills by the Owner.
3. **Predefined Price Revision Post-Expiry:** If the formal notice to resume the suspended works is issued *after* the expiration of the original contract completion period, any price revision for the balance unexecuted scope of work shall be evaluated strictly based on the following predefined system:
   a. **Rate Alignment:** The price revision shall be calculated using the prevailing standard Schedule of Rates (OSR, DSR) or Wholesale Price Index (WPI) inflation formulas predefined in the Special Conditions of Contract (SCC), capped at a maximum ceiling of [Specify % e.g., 5%] over the original contract rates.
   b. **Time-Bound Evaluation:** The EIC shall evaluate and finalize the revised rates within thirty (30) days of the Contractor's proposal submission.
4. **Closure Upon Rejection:** If the Owner finds the Contractor's financial proposal or calculated price revision unacceptable, or if mutual consent is not arrived at within thirty (30) days of project resumption, the Contract shall be deemed closed as of the original date of suspension. In such an event, the financial settlement rules under the **Termination for Convenience Clause (Clause 8.2)** shall prevail, and the Contractor shall have no further financial recourse.

8.1.3 Prolonged Suspension and Extensions:

If the suspension period continuously extends to one hundred and eighty (180) calendar days, the Contract shall automatically be deemed terminated as of the original date of suspension, and final account closure shall be executed strictly under the terms of **Clause 8.2**. However, the Owner and the Contractor may, by mutual written agreement executed prior to the expiry of the 180 days, explicitly extend the suspension deadline beyond the baseline 180-day period under mutually agreed terms.

8.1.4 Contractor's Right to Seek Early Closure:

If the Contractor does not wish to wait for the 180-day window, the Contractor may submit a formal written request to the Owner seeking early closure under the Termination for Convenience provisions. This option can only be exercised after a minimum period of three (3) consecutive months has elapsed from the initial date of suspension.

8.1.5 Absolute Limitation on Claims & Waiver of Indirect Losses:

Under no circumstances of suspension, resumption, or subsequent closure under this clause shall the Contractor be entitled to claim any anticipated profits, unearned overheads, or consequential financial damages.

8.1.6 Exclusion of Indirect Loss Absent Demobilisation Order:

In cases where the Owner issues a suspension order without an explicit written instruction to demobilise under **Clause 8.1.1**, the Contractor shall not be entitled to claim, and hereby expressly waives all rights to demand, any indirect, remote, special, incidental, or consequential losses. This includes, but is not limited to, loss of business opportunity, loss of revenue, head office overhead allocations, idle plant opportunity costs, or speculative standby charges.

The Owner's financial liability shall be strictly restricted to the value of actual physical work successfully completed and verified up to the date of suspension, plus any direct, unpreventable on-site watch-and-ward costs approved in writing by the EIC.

8.1.7 Enforcement of Prior Default Recoveries:

Any suspension or subsequent convenience closure under this clause shall not absolve the Contractor from past performance liabilities. The Owner retains the absolute right to calculate, adjust, and deduct all outstanding statutory recoveries, unrectified material defects, and Liquidated Damages accumulated due to Contractor defaults during the active execution period and under the contract.

8.2 TERMINATION FOR CONVENIENCE:

The Owner reserves the right to terminate this Contract at any time for its convenience by serving a **Fifteen (15) days'** written notice to the Agency. The reason for termination may be shared if it is not confidential. Upon the effective date of termination, the following financial settlement rules shall apply:

8.2.1 Work Assessment:

A comprehensive joint measurement of physical works successfully executed up to the date of termination shall be recorded in the official Measurement Book (MB) within fifteen (15) calendar days of termination. If the Contractor fails to attend, the unilateral measurement recorded by the EIC shall be final, conclusive, and legally binding.

8.2.2 Approved Payments:

The Owner shall release payments only for the value of the completed and accepted works as approved by the EIC, based strictly on the agreed contract rates.

8.2.3 Exclusions:

The Agency shall not be entitled to receive any compensation, anticipated profits, unearned overheads, for the unexecuted portions of the Scope of Work.

8.2.4 Enforcement of Prior Recoveries and Liabilities:

Termination for convenience will not relieve the Contractor from any existing financial liabilities. The Owner has the right to deduct any outstanding penalties, liquidated damages, costs for unrectified defects, or damage from the final settlement amount or any available security deposits pursuant to **Clause 17.**

9 FORCE MAJEURE

9.1 Definition and Scope:

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

1. Acts of God, natural disasters, severe floods, fires, earthquakes, or epidemics.
2. Acts of war, terrorism, rebellion, sabotage, civil unrest, riots, or major strikes.
3. Expropriation or confiscation of facilities by state authorities.
4. Compliance with any new, unexpected statutory orders, lockdown, restrictions, or emergency decrees issued by governmental authorities.
5. Unreasonable delay or non-receipt of any applicable prior statutory/regulatory approval from statutory or government bodies, provided the Agency has uploaded flawless applications, submitted error-free technical responses, and logged the bottleneck within the Hindrance Register (**Clause 4.2**) in a timely manner.

9.2 Mandatory Notice Period:

Neither party can claim the protection of Force Majeure unless it provides a formal written notice within Fifteen (15) days of the occurrence of such an event to the other party. The notice must contain verified documentary evidence of the event and a clear assessment of its impact on the work schedule.

9.3 Mitigation of Delay:

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

9.4 Mutual Closure of Contract:

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

9.5 Financial Settlement Upon Closure:

In case of mutual closure due to an extended Force Majeure event, the financial settlement shall be governed strictly by the valuation rules outlined under Termination for Convenience (**Clause 8.2**). The Agency shall be paid only for the specific works or phases or milestone successfully completed, accepted, and certified by the EIC up to the formal date of the Force Majeure invocation. However, any financial recovery, liquidated damages, or penalties arising from a default committed by the Agency prior to the Force Majeure event shall be strictly deducted from this final settlement.

10 COMPLIANCE, LIABILITY, INTELLECTUAL PROPERTY, AND INTEGRITY

10.1 STATUTORY COMPLIANCE AND HR CLEARANCE GATES

1 **Absolute Compliance:**

The Agency must execute all works in strict compliance with all local, state, and national laws, regulations, and municipal rules throughout the contract duration.

2 **Operational Expenses:**
The Agency shall secure and maintain all required operational licenses, clearances, and tax registrations entirely at its own cost.

3 **Labour Regulation:**
The Agency must strictly abide by all statutory minimum wage rules, working hours, safety standards, and timely EPF and ESI contributions.

4 **HR Compliance:**
Prior to mobilization, the Agency must obtain the mandatory HR compliance checklist and submit all validated personnel, labour, and vehicle records to the Owner's HR Department.

5 **HR Clearance:**
Obtaining a formal HR clearance certificate is an absolute condition precedent for releasing any progressive Running Account (RA) Bill, or final bill. Payments will be withheld without this clearance.

10.2 RISK INSURANCE AND OWNER RECOVERY RIGHTS

1 **Long-Term Policies:**
Insurance covering permanent physical assets created in the project (Contractor's All Risks / Erection All Risks) and Third-Party Liability must remain continuously active through the entire execution period and the Defect Liability Period (DLP).

2 **Execution-Only Policies:**
Insurances for active site operations—including ESIC/Workmen's Compensation, Transit, and Tools/Machinery coverage—must remain active until formal asset handover.

3 **Proof of Premium:**
Valid copies of all insurance policies and official premium receipts must be submitted to the Owner prior to site mobilization.

4 **Owner's Right to Cover:**
If the Agency fails to maintain or renew any policy, the Owner reserves the right to independently procure the coverage and deduct the full premium plus an administrative surcharge from any pending bills or retention money.

10.3 LIMITATION OF LIABILITY AND CAP EXCLUSIONS

1 **Core Execution Liability:**
The Contractor bears absolute financial and technical liability for the structural stability and mechanical integrity of all works until final handover and throughout the DLP.

2 **Consequential Damage Waiver:**
Neither party is liable for indirect, special, or consequential damages, loss of business, or commercial disruptions, except for specific delay overheads and revenue losses under Clause 16.8.7.

3 **The 100% Contract Cap:**
The Contractor's aggregate liability for all breaches is capped at 100% of the total basic contract value.

4 **Super-Cap Recoveries:**
Financial recoveries under the Liquidated Damages framework (Clause 16.8) and cost premiums

under the Risk and Cost Protocol (Clause 16.10) bypass the cap and apply over and above the 100% limit.

5 **Absolute Liabilities:**
The liability cap is voided for claims involving gross negligence, fraud, wilful misconduct, statutory/environmental violations, third-party injuries, or core labour and IPR indemnities.

10.4 COMPREHENSIVE INDEMNITY AND DISPUTE SETTLEMENT

1 **General Indemnity:**
The Contractor shall fully indemnify and hold harmless the Owner, its directors, and the Engineer-in-Charge (EIC) against all losses, damages, penalties, and legal fees arising from site performance or defaults.

2 **Workforce Liabilities:**
The Contractor assumes exclusive liability for its personnel and must fully indemnify the Owner against any claims resulting from accidents, occupational diseases, injuries, or fatalities at the Project Site.

3 **Statutory & IPR Infringement:**
The Contractor shall indemnify the Owner against all financial penalties arising from labour law violations, permit failures, or third-party patent/intellectual property infringements.

4 **Owner’s Direct Settlement:**
If the Contractor fails to resolve a third-party or statutory claim, the Owner may settle it directly and deduct the exact settlement sum plus administrative expenses (10% of the cost of settlement) from running bills or the Performance Bank Guarantee (PBG).

10.5 DATA INTEGRITY, AUDIT RIGHTS, AND RETENTION SURVIVAL

1 **Accuracy Guarantee:**
The Agency is solely responsible for the precision and reliability of all field measurements, log sheets, reports, and bills submitted under this contract.

2 **7-Day Error Correction:**
Upon receiving notice from the EIC, the Agency must immediately rectify any data error or omission at its own cost and risk within seven (7) days.

3 **Material Breach Rules:**
Inaccurate data causing regulatory rejections, incorrect billing, or financial loss allows the Owner to levy penalties, withhold payments, or enforce Risk and Cost termination under Clause 16.8.

4 **Post-Term Survival:**
The Agency's liability for data validity, invoices, and technical reports remains absolute and survives for five (5) years following contract completion or termination, or for such longer period as may be required under applicable laws or any future change of law governing statutory audits, tax assessments, or data retention.

5 **Retrospective Recovery:**
The Owner maintains the right to audit records and recover financial losses, overpayments, or GST-related statutory penalties during this extended survival window, despite final bill settlement.

10.6 NON-DISCLOSURE AND CONFIDENTIALITY

1. **Confidential Information Defined:**
All data, plans, drawings, technical specifications, and correspondence provided by the Owner or generated by the Agency constitute strictly confidential information.
2. **Dissemination Restrictions:**
The Agency and its sub-contractors are prohibited from disclosing, copying, or distributing project information to any third party, media house, or public platform without explicit written authorization.
3. **Statutory Exception:**
Disclosures are permitted only to authorized regulatory bodies and government portals strictly for securing mandatory project clearances and approvals.
4. **Post Term Survival:**
Standard confidentiality restrictions bind the Agency for five (5) years post-termination or completion or for such longer period as may be required under applicable laws or any future change of law governing Confidentiality. But obligations for trade secrets, proprietary software, and core intellectual property survive indefinitely.

10.7 INTELLECTUAL PROPERTY RIGHTS AND RE-USE RESTRICTIONS

1. **Exclusive Project Ownership:** All engineering designs, structural layouts, calculation sheets, customization files, blueprints, "as-built" data, and reports belong exclusively to the Owner immediately upon creation.
2. **Mandatory Source File Handover:**
Upon contract completion or termination, the Agency must hand over all final deliverables and editable source files (documents, sheets, software packages) to the EIC without retaining any lien or claim.
3. **Re-use Prohibition:**
The Agency has no proprietary rights over project records and is strictly prohibited from replicating, repurposing, or using the compiled project data for any other client, tender, or external assignment.
4. **Baseline Data License:**
The Contractor is granted a non-exclusive, royalty-free, revocable license to use the Owner's baseline data strictly for executing the contract works.
5. **Pre-Existing IP & Licenses:**
Pre-existing IP remains the property of the respective party. If integrated into permanent works, the Contractor grants the Owner a perpetual, irrevocable, worldwide, royalty-free license to use and maintain it. All third-party automation and equipment licenses must be legally procured in the Owner’s name.
6. **Infringement Defense:**
The Contractor warrants that no deployed system infringes third-party patents. If a claim is brought against the Owner, the Contractor must take absolute control of the legal defense at its own expense.

10.8 CONFLICT OF INTEREST

1 **Impartial Service:**
The Agency must provide objective, impartial services, holding the Owner's interest's paramount and avoiding any conflict with external corporate or personal assignments.

2 **Relationship Certification:**
The Agency certifies that no employee, director, or partner has any direct or indirect personal or financial relationship with the Owner's procurement or monitoring staff.

3 **Immediate Written Disclosure:**
If a potential or actual conflict arises during the contract, the Agency must immediately disclose it to the EIC in writing along with a mitigation strategy.

4 **Concealment Penalties:**
Any concealment of a conflict constitutes an incurable material breach, empowering the Owner to terminate the contract for default under **Clause 7.2**, forfeit the Performance Security, and blacklist the firm.

10.9 INTEGRITY COMMITMENT

1 **Clean Procurement Mandate:**
The Agency, its staff, and agents are strictly prohibited from engaging in any corrupt, fraudulent, collusive, coercive, or obstructive practices to expedite operations or influence the processing of bills and files in the Owner's office or any government department.

2 **Enforcement & Termination:**
Any verified ethical violation empowers the Owner to immediately terminate the contract under **Clause 7.2** and award the remaining scope to a third party under the Risk and Cost framework of **Clause 7.3**.

3 **Three-Year Blacklisting:**
Following a violation, the Agency, its parent companies, and subsidiaries shall be formally blacklisted and debarred from participating in any future tenders of Odisha Coal and Power Limited (OCPL) for a minimum period of three (3) years.

10.10 RESTRICTIONS ON SUBLETTING AND ASSIGNMENT

1 **Explicit Written Consent:**
The Contractor shall not assign, transfer, delegate, or sublet the whole contract or any fractional part of the Scope of Work (SOW) without the prior, explicit written consent of the Owner.

2 **Unauthorized Default:**
Any unauthorized subletting is null and void, constitutes an incurable performance default under **Clause 7.2**, and authorizes immediate default termination and risk-and-cost enforcement.

3 **Residual Liability:**
If written consent is granted for a specialized sub-contractor, the Contractor remains fully and directly liable for the acts, defaults, workmanship, negligence, or delays of that sub-contractor as if they were its own omissions.

11 Safety, Health, Environment:

11.1 SOP Approval, and Adherence:

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

11.2 Compliance with Protocols and Work Permit System:

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

11.3 Mandatory PPE and Medical Fitness:

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

11.4 SHE Penalty Schedule:

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

1. **Minor Default** (e.g., failure to wear PPE, improper waste disposal, poor hygiene practices): ₹5,000 per instance.
2. **Major Default** (e.g., operating equipment without authorization, working under the influence of substances, ignoring environmental/health hazards): ₹20,000 per instance.
3. **Critical Default** (e.g., failure to report a contagious outbreak or incident, accident (any type) actions causing an injury or environmental spill, bypassing critical safety interlocks): ₹50,000 per instance.
4. **Repeat Violations:** The penalty amount shall double for the second and subsequent occurrences of the same default.

11.5 Indemnification and Cost Responsibility:

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

12 Severability:

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

13 WAIVER, AMENDMENTS & ENTIRE AGREEMENT

13.1 No Implicit Waiver:

No failure, delay, or tolerance by either Party in enforcing any right, power, or remedy under this Contract shall operate as a waiver of that provision. Any valid waiver of a breach or default must be issued explicitly in writing by the authorized signatory of the waiving Party. A waiver of a specific default shall not be construed as a waiver of any subsequent breach.

13.2 Amendments and Variations:

No modification, rate variation, scope alteration, or amendment to any part of this Contract (including GCC, SCC, SOW, BOQ, or Technical Specifications) shall be legally binding unless executed explicitly in writing and signed by the authorized competent authorities of both the Owner and the Contractor.

13.3 Entire Agreement:

This Contract constitutes the final, complete, and exclusive agreement between the Parties regarding the Scope of Work. It supersedes all prior electronic communications, oral negotiations, pre-bid clarifications, Letters of Intent (LoI), or informal promises exchanged prior to the execution date.

13.4 Preservation of Remedies:

Any conditional timeline extension, temporary relaxation, or performance deferral granted by the Owner regarding the Contractor's project delays shall be strictly without prejudice to the Owner's rights. The Owner's choice to postpone the calculation of Liquidated Damages (**Clause 16.8**), defer default termination (**Clause 16.9.1**), or permit work to continue past a milestone deadline shall never operate as an implicit waiver, course of conduct endorsement, or forfeiture. The Owner retains the absolute right to enforce full default penalties, risk-and-cost actions (**Clause 16.10**), and debt recoveries (**Clause 16.12**) at any subsequent stage.

14 Order Precedence (Conflict of Clauses)

14.1 Absolute Hierarchy of Contract Documents:

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

1. The formal Contract Agreement / Work Order/Letter of Award.
2. The official Letter of Intent (LoI) issued by the Owner.
3. Post-bid clarifications/negotiation, official Minutes of Meetings (MoMs) on commercial or technical terms, and final corrigenda issued prior to award of contract or signing.
4. Official Pre-bid clarifications, responses to pre-bid queries, and initial tender addenda issued during the bidding phase.
5. **Project-Specific Custom Documents:** The Special Conditions of Contract (SCC), the detailed Scope of Work (SOW), and the approved Technical Specifications, the priced Bill of Quantities (BOQ) / price

schedules. All documents within this specific tier hold equal authority and must be read in conjunction with one another; if an internal conflict arises between them, the rule under Clause 14.2 shall apply.

6. The General Conditions of Contract (GCC).
7. The Contractor's original commercial and technical bid submittals.

14.2 Resolution of Internal Contradictions:

14.2.1 Contextual Resolution:

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

14.2.2 Reference to the EIC:

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

14.2.3 No Unauthorized Deviation:

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

15 Applicability and severability:

15.1 Scope of Application:

This General Conditions of Contract (GCC) is universally applicable to all Bill of Quantities (BOQ)/Lump sum. This includes Works and Services (Consultancy/Non Consultancy) based on Bill on Bill of Quantity/Lump sum, etc. executed by the Owner.

15.2 Selective Applicability of Clauses:

If a specific clause within this GCC is technically irrelevant or non-applicable to the distinct physical scope of a particular project, that clause shall automatically be deemed non-applicable for that specific contract. However, the remaining clauses of this GCC shall stay fully active, binding, and enforceable upon both parties without any dilution or invalidation.

15.3 APPLICABILITY AND SEVERABILITY NOTE

15.3.1 Scope of Application:

This General Conditions of Contract (GCC) is universally applicable to all Bill of Quantities (BOQ) based contracts. This includes **Civil Works, Electrical Installations, Mechanical Installations**, and various other similar industrial or engineering works projects executed by the Owner.

15.3.2 Selective Applicability of Clauses:

If a specific clause within this GCC is technically irrelevant or non-applicable to the distinct physical scope of a particular project, that clause shall automatically be deemed non-applicable for that specific contract. However, the remaining clauses of this GCC shall stay fully active, binding, and enforceable upon both parties without any dilution or invalidation.

16 Survival of Terms

Both parties explicitly agree that those clauses whose core purpose requires them to operate beyond the lifecycle of the project shall completely survive the contract closure, expiry, termination, or convenience closeout of this Contract. Surviving provisions include, but are not limited to, the Liquidated Damages dynamic re-computations and unliquidated loss extractions under **Clause 7.1**; the financial settlement hierarchy and recovery metrics under the Risk and Cost Protocol **(Clause 7.3);** the comprehensive third-party, statutory, and proprietary under **Clause 10.7** and Defect Liability/Warranties/Service Guarantees (If applicable under Special Condition of Contract.

17 RECOVERY OF CONTRACTUAL DUES & SHORTFALL REMEDIES

17.1 Comprehensive Recovery Rights:

Any financial liability, penalty, Liquidated Damages/Unliquidated damage (**Clause 7.1**), risk-and-cost excess (**Clause 7.3**), or defect rectification expenditure arising under this Contract shall be recovered progressively from the following instruments:

1. **Running Dues:** Deduction from any progressive milestone or Running Account (RA) invoices submitted by the Agency.
2. **Contract Securities:** Forfeiture or invocation of the Retention Money, Security Deposit, or Performance Bank Guarantee (PBG) furnished under this Contract.
3. **Cross-Contract Set-Off:** Withholding and adjustment against any pending bills, processed invoices, or securities owed to the Agency under any other contract with the Owner.

17.2 Shortfall and Legal Recourse:

If the aggregate of all available dues and contract securities is insufficient to cover the total liability, the remaining shortfall shall be treated as an outstanding financial debt. The Owner shall recover such shortfall from the Agency through formal legal recourse, including statutory arbitration or judicial proceedings, entirely at the risk, cost, and expense of the Agency.

18 FINAL BILL AND CONTRACT CLOSURE:

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

a) **Work Completion Certificate:** The official certificate obtained from the Engineer-in-Charge (EIC) confirming completion of work as per Scope of Work. Format enclosed as **Annexure-C-1**

b) **No Claim Certificate (NCC):** A signed declaration confirming the Contractor has no further financial claims against the Owner. Format enclosed as **Annexure-C-2**

c) **Indemnity Bond:** A legal document protecting the Owner from any future liabilities or third-party claims arising from the work executed by the Contractor. Format enclosed as **Annexure-C-3**

d) **Supporting Documents & Deliverables:** All necessary supporting records as determined and accepted by the Engineer-in-Charge (EIC). These shall include, but are not limited to, the following final deliverables (whichever is applicable) required to certify completion of the work:

1) **Final Measurement Sheets:** Formally accepted and signed off by the EIC.
2) **As-Built Drawings:** Complete, accurate sets reflecting the finalized site modifications.
3) **Technical Documents:** All operation manuals, test reports, and related project engineering documentation.
4) **OEM Warranty Certificates:** Original warranty documents issued by Original Equipment Manufacturers for installed equipment.
5) **Material Reconciliation Statement:** Required if materials were free-issued by the Owner, formally cross-referencing issued quantities against actual consumption and previous Running Account (RA) bills.
6) **Inventory & Material Handover Statement:** Required if specified in the contract, verifying the formal handover of spares, mandatory items, or surplus inventory from the Contractor to the Owner.
7) **Release Requests:** Official letters seeking the formal release of the Retention Money and Performance Bank Guarantee (PBG) pursuant to provision of contract.
8) **Additional Deliverables:** Any other specific data, documentation, or certificates requested by the EIC to close out the scope.

19 DISPUTE RESOLUTION:

19.1 Amicable & Mutual Settlement:

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

19.2 Administrative Decision:

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

19.3 Arbitration Proceedings

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

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

19.4 Venue, Language, and Jurisdiction:

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

19.5 Continuance of Services:

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

20 NOTICES AND FORMAL COMMUNICATIONS

20.1 Mode of Service:

Any formal notice or communication required under this Contract shall be executed strictly in writing and deemed validly served if delivered by hand against signed acknowledgment, sent via Speed post or premium courier to the registered corporate office address specified in the Contract Agreement, or transmitted electronically via registered corporate email provided a delivery confirmation report is logged.

20.2 Deemed Date of Receipt:

Communications are contractually deemed received based on the following scale: if delivered by hand, on the exact calendar date of acknowledgment receipt; if sent via Speed post/courier, on the verified date of delivery of the Speed Post/Courier; or if transmitted via registered email, on the immediate next working day following transmission, provided no automated "delivery failure" bounce-back message is recorded.

21 TIME-BOUND PROJECT CLOSEOUT PARAMETERS:

21.1 Objective

This Clause establishes the mandatory sequence, timelines, responsibilities, and documentation for closure of the Contract after completion or termination of the works. The provisions of this Clause shall be read together with Clauses 3, 4, 5, 7, 8, 17, 18 and 20 of this GCC.

21.2 Closeout Schedule

Stage	Activity	Responsibility	Timeline
1	Intimation of physical completion and request for final measurement	Contractor	Within 7 days of physical completion
2	Joint measurement and recording in Measurement Book	EIC & Contractor	Within 15 days of Stage-1
3	Verification of work, testing (where applicable) and issue of Work Completion Certificate	EIC	Within 15 days of completion of joint measurement
4	Removal of temporary structures, debris, surplus materials and obtaining Site Clearance Certificate	Contractor	Within 15 days of Work Completion Certificate
5	Submission of Final Bill together with all documents specified under Clause 18	Contractor	Within 30 days of Work Completion Certificate
6	Technical, commercial and statutory scrutiny of Final Bill	EIC/Owner	Within 45 days of receipt of complete Final Bill
7	Release of undisputed final payment	Owner	Within 90 days from certification of Final Bill under Clause 3.3.3

21.3 Mandatory Closeout Documents

The Final Bill shall include all documents prescribed under Clause 18 together with:

a) Final Measurement Sheets.

b) Work Completion Certificate.

d) No Claim Certificate.

e) Indemnity Bond.

f) As-built drawings (where applicable).

g) Test Certificates, Warranty Certificates and O&M Manuals (where applicable).

h) Material reconciliation statement (where Owner-issued materials exist).

i) HR, EPF, ESI and statutory compliance certificates.

j) Any additional document specifically required by the Engineer-in-Charge.

21.4 Deficiency in Documents

If any submitted document is incomplete, inconsistent or defective:

a) The Engineer-in-Charge shall return the documents specifying the deficiencies.

b) The Contractor shall rectify and resubmit the documents.

c) The review timeline shall recommence from the date of receipt of the corrected documents.

21.5 Outstanding Recoveries

Final payment shall remain subject to adjustment of:

- Statutory deductions;
- Liquidated Damages;
- Risk and Cost recoveries;
- Defect rectification costs;
- Other contractual recoveries under Clause 17.

21.6 Commencement of Defect Liability Period

The Defect Liability Period shall commence from the date of issue of the Work Completion Certificate unless otherwise provided in the SCC.

21.7 Effect of Contract Termination

Where the Contract is terminated under Clause 7 or Clause 8, the closeout procedure shall apply, with suitable modifications, to the extent applicable. Measurements, valuation, recoveries and settlement shall be governed by the respective termination provisions.

21.8 Time for Administrative Processing

The timelines prescribed under this Clause are intended for administrative efficiency. Delay by the Owner in processing any stage shall not by itself entitle the Contractor to compensation, interest, idle charges or extension of contractual rights unless expressly provided elsewhere in the Contract.

ANNEXURE-C-1: FORMAT FOR COMPLETION CERTIFICATE

(To be issued by EIC of Owner in Letterhead)

COMPLETION CERTIFICATE

WO/LOA/Contract No.: [Insert No.]
Date of Issue: [Insert Date]
Name of Work / Project: [Insert Name of Work]
Name of Contractor: [Insert Name of Contractor]
Agreement Date: [Insert Date of Agreement, If Applicable]
Stipulated Date of Completion: [Insert Date as per Contract]
Value of Value as Per WO/LOA/Contract No: [Insert Amount]
Actual Date of Completion: [Insert Actual Date of Completion]
Actual Value of Work (Final): [Insert Amount]

This is to certify that the work has been completed by the Contractor in accordance with the specifications, drawings, and conditions of contract. The defects, if any, pointed out during joint inspection have been rectified to the satisfaction of the Engineer-in-Charge (EIC).

The certified date of completion of the work is **[Insert Date of Completion]**, from which the Defects Liability / Maintenance Period shall commence as per the contract terms.

(Signature of Engineer-in-Charge)
Name: [Insert Name of EIC]
Designation: [Insert Designation]
Seal / Office Stamp:

ANNEXURE-C-2: FORMAT FOR NO CLAIM CERTIFICATE

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

Date: [DD/MM/YYYY]

To,

The Engineer-In-Charge

Odisha Coal and Power Limited (OCPL)

[Insert Relevant Office Address]

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

Ref:

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

Dear Sir,

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

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

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

4. Consistent with the finality of claims declared under Clause 3 above, it is mutually agreed and understood that the specific security deposit, retention money, or performance balances retained for the fulfilment of contract Warranty obligations and the Defect Liability Period (DLP) (wherever applicable under the contract terms) shall remain with the Owner. These balances shall be released only after satisfactory completion of such periods as per contract terms.

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

Thanking you.

Yours faithfully,

For and on behalf of the Service Provider: ______________________________________

(Authorized Signatory's Physical Signature & Stamp)

Name of the Person: ____

Designation: ____

Power of Attorney Ref No & Date: ___________________________________

ANNEXURE-C-3: FORMAT FOR INDEMNITY BOND

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

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

BY:

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

IN FAVOUR OF:

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

WHEREAS:

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

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

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

NOW, THEREFORE, THIS BOND WITNESSETH AS FOLLOWS:

1. The Contractor hereby unconditionally and irrevocably agrees to indemnify, defend, and hold harmless OCPL, its directors, officers, employees, and the Engineer-In-Charge from and against any losses, liabilities, claims, actions, suits, demands, damages, costs, and expenses suffered or incurred by OCPL due to any act, omission, negligence, or default of the Contractor during the execution of the Contract.
2. The Contractor explicitly declares that it has paid all wages, allowances, bonuses, overtime, and dues to its workmen, supervisors, personnel, and sub-contractors deployed for the execution of the Contract. The Contractor agrees to indemnify OCPL against any claims, disputes, or cases raised by any personnel or labor unions before any Labor Courts, Industrial Tribunals, or Conciliation Authorities under applicable labour legislations.

3. The Contractor certifies that it has fully complied with all statutory regulations during the tenure of

the Contract. The Service Provider hereby indemnifies OCPL against any penalties, interests, damages, or liabilities imposed by statutory authorities due to non-compliance or short-remittance of Employees' Provident Fund (EPF), Employees' State Insurance (ESI), Goods and Services Tax (GST), or any other direct/indirect central or state statutory taxes, duties, and levies applicable to the works.

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

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

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

IN WITNESS WHEREOF, the Contractor has executed this Indemnity Bond through its authorized representative on the day, month, and year first written above.
Yours faithfully,
For and on behalf of the Obligor/ Contractor: ____

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

ANNEXURE-H: OFFICIAL SITE HINDRANCE REGISTER LAYOUT

(Strictly Governed under Clause 16.3.2)

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

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

PART-A: Hindrance Register Ledger Table

Col 1	**Col 2**	**Col 3**	**Col 4**	**Col 5**	**Col 6**	**Col 7**
Sl. No.	**Nature / Detailed Reason of Hindrance** (p. 2)	**Date of Physical Start of Hindrance** (p. 2)	**Date of Written Notice by Contractor** (p. 2)	**EIC Initial Verification (Yes/No)**	**Gross Delay Period (Days)** (p. 2)	**Overlapping / Parallel Delay Days** (p. 2)
1	*e.g., Delay in structural front handover at Block A*	*10-01-2026*	*12-01-2026*	*Yes*	*20*	*5*
2	*e.g., Compulsory regulatory lockdown*	*25-01-2026*	*26-01-2026*	*Yes*	*10*	*5*

Col 8	**Col 9**	**Col 10**	**Col 11**	**Col 12**	**Col 13**
Net Validated Delay Days (p. 2)	**Contractor Representative Signature** (p. 2)	**EIC / Owner Representative Signature** (p. 2)	**Date of Complete Hindrance Mitigation** (p. 2)	**Joint Clearance Signatures** (p. 2)	**Remarks & Cross-References** (p. 2)
15			*30-01-2026*		*Front handed over via EIC memo #45*
5			*04-02-2026*		*Govt notification attached*

PART-B: Hindrance Codes
Nature of Hindrances Examples (Drop-down / Reference Codes):

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

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

Part C: Standard Verification Script for EOT Proposals

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

OFFICIAL CLOSURE & VERIFICATION DEED

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

Signature of Contractor's Signatory: ___________________________

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

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

FORMAT OF BG AND INSURANCE BOND FOR PERFORMANCE SECURITY:

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

ANNEXURE-P-1 FORMAT OF BG FOR PERFORMANCE SECURITY

FORM OF PERFORMANCE SECURITY BANK GUARANTEE ("SECURITY")

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

BY

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

IN FAVOUR OF

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

WHEREAS

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

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

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

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalised terms used herein but not defined shall have the meaning ascribed to them in the Contract.
2. The Bank shall upon a written demand from the Owner informing the Bank of the Service Provider's failure to fulfil its obligations under the Contract, immediately pay to the Owner, upon receipt of such written demand from the Owner, without further proof or conditions and without contest, recourse, demur or protest and without any enquiry to the Owner or the Service Provider or to the provisions of

the Contract, forthwith and in full amount, without any deductions or set off or counter claims whatsoever, the sum claimed by the Owner in such demand not exceeding an amount equivalent to the Guaranteed Amount. The Bank will pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute raised by the Service Provider or any other person.

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

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

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

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

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

   Further, this Guarantee is in no way conditional upon any requirement that the Owner first attempts to procure the Guaranteed Amount from the Service Provider or any other person, or resort to any other means of obtaining payment of the Guaranteed Amount.
5. The Bank hereby agrees that its liability under this Guarantee shall not be discharged by virtue of any agreement between the Service Provider and the Owner, whether with or without the Bank's knowledge, or by reason of the Owner showing any indulgence or forbearance to the Service Provider.
6. The Bank's obligations under this Guarantee for the Guaranteed Amount is primary, independent and absolute and not by way of surety only.
7. The obligations of the Bank under this Advance Payment Security / Performance Security / Warranty Security shall not be affected by any act, omission, matter or thing which, but for this provision, would prejudice or diminish the Guaranteed Amount in whole or in part, including (whether or not known to it, or the Owner):
    (a) any time or waiver granted to, or composition with, the Service Provider or any other person;
    (b) any incapacity or lack of powers, authority or legal personality of or dissolutions or change in the status of the Service Provider or any other person;
    (c) any variation of the Contract so that references to the Contract in this Guarantee shall include each variation;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FORM OF PERFORMANCE SECURITY

(Insurance Surety Bond for Performance Security)

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

Insurance Surety Bond No. ....

Date...

To,

[Employer's Name & Address]

Dear Sirs,

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

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

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

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

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

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

....
(Signature)

....
(Name)

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

Notes:

1. (*) The amount shall be as specified in the RFP.
   (@) This date will be ninety (90) days beyond the Defect liability period as specified in the Contract.
2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
3. The Employer shall be the Creditor, the Agency shall be the Principal debtor and the Insurance company/ Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is

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

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

PART-II: SPECIAL CONDITIONS OF CONTRACT (SCC) - CIVIL WORKS ONLY

The following Special Conditions of Contract (SCC) shall amend, supplement, or override the corresponding clauses in **PART-I**: General Conditions of Contract (GCC). Wherever an operational, administrative, or structural conflict arises between these two documents, the provisions detailed herein shall take absolute precedence over the GCC.

1: CONTRACT TIME SCHEDULE

[Interfaces directly with GCC Clause 3.1.2, Clause 4.1, Clause 4.2, Clause 5.1, and Clause 5.2]

Time is the essence for this Contract. The Contractor shall ensure that the entire scope of work (enclosed Section-E) is fully executed, verified, and formally handed over within **SIX (06) months** from the Date of Issuance of the Work Order/Letter of Award (LoA), excluding a seven (07) days mobilisation period.

2: DEFECTS LIABILITY PERIOD (DLP)

[Interfaces with GCC Clause 5.3]

Pursuant to **GCC Clause 5.3.1**, the Defects Liability Period (DLP) for the entire, complete Scope of Work (SOW) executed and incorporated under this Contract shall be **TWELVE (12) months**. This period shall commence explicitly from the completion date mentioned on the Work Completion Certificate issued by the Engineer-in-Charge (EIC) under **GCC Clause 3.3.1**.

3: CONTRACT PERFORMANCE GUARANTEE (CPBG)

[Interfaces with GCC Clause 3.5]

The Contractor shall submit a Contract Performance Guarantee equivalent to **10 %** of the Awarded Basic Contract Value. This guarantee must be submitted within **seven (7) days** of the issuance of the Work Order/LOA.

4: RETENTION MONEY AND SECURITY DEPOSIT (SD)

[Interfaces with GCC Clause 3.6]

NOTE APPLICABLE

5: PAYMENT TERM

[Interfaces with GCC Clause 3]

5.1 Mobilisation Advance:

Notwithstanding anything contained in Clause 3.4 of the General Conditions of Contract (GCC), the contractor explicitly agrees that the provision for a Mobilisation Advance is completely non-applicable to this Contract.

6: LIST OF INCORPORATED DOCUMENTS (Section-E)

1. **Detailed Scope of Work**
2. **Technical Specifications**
3. **Bill of Quantities:**

7: MANDATORY PRE-COMMENCEMENT ADMINISTRATIVE CHECKLIST

Prior to mobilisation, the Contractor must fulfil, deliver, and secure written clearance for all items listed below. Failure to close these gates constitutes an immediate performance failure:

- **Power of Attorney (PoA) Submission** as per clause 6 of GCC
- **Contract Performance Bank Guarantee** as per Clause 3.5.
- **Construction Schedule:** Construction Schedule to the EIC. Refer clause 4 of GCC.
- **Pre-Mobilization HR/IR Clearance:** Mandatory clearance from Owner's HR and IR Departments confirming statutory compliance. Refer Clause 10.1 of GCC.

8: NOTICES AND OFFICIAL COMMUNICATION:

(i) Form and Delivery Mode

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

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

(ii) Designated Officer and Communication Address:

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

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

SECTION E: CONTRACTUAL SCOPE OF WORK & TECHNICAL SPECIFICATION

1. SCOPE OF WORK

Name of work: **Restoration of Damaged infrastructures due to Cyclonic storm at OCPL Manoharpur Coal Mines Sarbahal, Hemgir, Sundargarh.**

Scope of Work

i) Dismantling Brick work in cement mortar including T&P and scaffolding wherever necessary, sorting the dismantled material, disposal of unserviceable material and stacking the serviceable material with all lifts and lead of 1000 meters, including all as per the direction of EIC.

ii) Dismantling existing structural steel work in angles, tees, flats, and channels, including all gusset plates, bolts, nuts, cutting rivets, welding, etc. All complete as per the direction of the engineer-in-charge.

iii) Earth work in excavation by manual / mechanical means of required size in foundation trenches, boundary wall including dressing of sides and ramming of bottoms and dewatering (wherever required), including all lifts, including getting out the excavated soil and disposal of surplus excavated soil as directed within a lead of 5km complete as per the Specification.

iv) Filling in foundation, plinth with Sand including watering and ramming complete as per specification.

v) Providing and laying PCC (1:3:6) using 20mm to 40mm hard granite crusher broken metal of approved quality complete as per specification.

vi) Providing and laying R.C.C. work of M-25 grade with 12mm to 20mm and down grade black hard granite (crusher broken) stone chips of approved quality complete as per specification.

vii) Providing centering and shuttering (steel plate/ ply board) to required shape and size for all kinds of C.C/ R.C.C. works.

viii) Supplying, cutting, bending, tying, fitting and placing uncoated HYSD bar reinforcement (Fe-500/550) of approved brand as per specification.

ix) Supplying and fixing structural steel framed work and M.S Gate fixing in position and applying a priming coat of approved steel primer and two coats of enamel paint as per specification.

x) fabrication, recon testing & commissioning of structural steel work in built up (round, square, rectangular hollow tubes etc.) etc. including cutting, hoisting, fixing in position and painting with one coat of red oxide primer including cost of all material, labours, all consumables, all required plants & machinery etc all complete as per the direction of Engineer-in-charge

xi) Painting 2 coats with synthetic enamel paint of approved shade of approved make or equivalent.

xii) Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering etc. including all lead and lift, as per specified drawing and design.

xiii) Providing & fixing Garware side net 50 mm X 50 mm X 2.5 mm and top net 50mm X 50 mm X 1.5 mm including cost of materials, carriage, all taxes etc complete as per the direction of EIC.

xiv) Supply and installation of 12mm thick toughened sensor sliding door with locking system including all as per specification and direction of the Engineer -in-charge.

xv) Installing and fixing in position Aluminum Composite Panel Cladding, with open grooves for linear as well as curvilinear portions, for all heights and all levels etc. including cost of all as per specification and direction of the Engineer -in-charge.

xvi) Providing & Fixing of 8 mm Thick HPL as Plank Manner having size 10 ft x 4.25 ft on the Back up sub frame structure using Alu. Tube 25x75x2mm in Horizontal and Tube 25x38x2mm in jointer,50x50x50 aluminum bracket, Screw 5.5x25, EPDM black gasket, Bolt, Fasteners, Backer Rod, Weather Silicon Masking Tape etc including cost of all as per specification and direction of the Engineer -in-charge.

xvii) Supply and Fixing of Samanwaya Bhawan Name display board (ACP Board) including cost of all as per specification and direction of the Engineer -in-charge.

xviii) Repair of Gate, hoarding board, and porta cabin at OCPL including cost of all as per specification and direction of the Engineer -in-charge.

xix) Repairing of damage Signage logo, I Love OCPL including cost of all as per specification and direction of the Engineer -in-charge.

xx) Manufacturing and supplying stainless steel retro reflective signage board made out from 3M retro sticker with stainless steel size 3"X3" round pipe 2 side leg 10feet height will be welded four side stainless steel square pipe size 1"X1" back supporting frame and 3mm out door Quality ACP Sheet base will be mounted on a back support frame & 3M retro base & letter print complete in all respects as per the direction of Engineer-in-charge

Other Conditions

1) Supply of all construction materials and stacking them at suitable place near the construction site.
2) The Agency shall ensure workmanship of good quality and shall assign qualified supervisors and competent labour who are skilled, careful and experienced in similar works. The Agency shall be responsible for safety of workmen and equipment deployed under him.
3) The Agency will arrange the labour, materials, equipment and T&P for the work as instructed by the Engineer-In-Charge.
4) The work will be performed according to best practices and /or by the requirements specified by EIC on environment, health, safety, welfare and related activities.
5) Any defective material brought to site should be removed by the agency immediately at the instance of department.
6) All the materials are to be approved by concerned Engineer-in charge before use.
7) After completion of work the agency has to clear all the left out materials, other arrangements made for the work and clean the site properly. Then only the work will be treated as complete.
8) All works will be executed as per IS specifications.
9) OCPL has the right to instruct the Contractor to submit Invoice/proof of document for purchase of material used in this work, if required, for the purpose of verification of material

2. TECHNICAL SPECIFICATION FOR CIVIL WORKS

General:

1.1.1 Scope of work:

The work contemplated under this contract includes general Construction work for the aforesaid project, all as detailed in the Bill of Quantities, Specifications and drawings and to complete the said work in every respect in accordance with this contract and with the directions and to the satisfaction of the Engineer-in-charge.

Such other works which are not included in the Bill of quantities but required to be executed for successful completion of the project are generally intended to be executed through the same agency. The Engineer-in-Charge reserves the right to order additional works which is essential to construct in regards to support the construction involved under the same Contract. The Engineer-in-charge also reserves the right to omit any item of work included in the Bill of quantities and award the same to any other contractor or not perform it at all at his discretion and the Contractor shall not have any claim because of the same.

The Contractor for this work shall be required to work in co-operation and co-ordination with other agencies on site and give them all reasonable assistance and help for the execution of the work in an efficient manner all as directed. The words “approved” or “as directed” shall be deemed to convey approval or the discretion of the Engineer-in-charge of the work.

1.1.2 Indian Standard Specification:

The particular Specifications for the work are as detailed hereinafter. These specifications shall be read in conjunction with the relevant Indian Standard Specifications. The obtainable local practice as detailed in various regional handbooks of practice may be used subject to specific approval from the Engineer-in-charge. Where the specifications in any of the standards are at variance with the specifications detailed herein, the specifications herein shall govern.

1.1.3 Quality of Materials & General Standards of work:

The contractor under this contract commits himself to use materials conforming to relevant Indian Standards / Codes and assumes full responsibility for the quality of all materials incorporated or brought for incorporation in the work, the work shall be executed in accordance with acceptable engineering practice and as per direction of the Engineer-in-charge.

1.1.4 Scaffolding:

The contractor shall provide all scaffolding and ladders required for the proper execution of the work. The scaffolding should be of steel, stout, and strong to prevent any collapse or displacement. No wooden or bamboo material for scaffolding will be used. The contractor shall take proper measures for safety of workers working on scaffolding. All PPEs and safety equipment required for safe execution of all works as per OCPL safety standard is in the scope of the contractor.

The mode of measurements, wherever possible is specifically mentioned in these documents. Where it has not been mentioned, it shall be as per provision of the relevant Indian Standards. All the measuring tapes and other accessories necessary, shall be provided by the contractor.

The bidder along with his bid shall furnish a list of tools, plant and machinery which he intends to use on the works in Bid document. The list should indicate the exact type of machine, its capacity, year of manufacture, kind and capacity of propelling force, spare parts readily available and all other pertinent information. The contractor is obliged to use the machinery mentioned in his list if the Engineer-in-charge considers it necessary.

1.1.5 Surveying and staking:

It is the express responsibility of the contractor to bring to site all surveying instruments necessary for the marking out, fixation of levels, etc. and conduct these survey operations himself with utmost accuracy. The contractor shall put up stable benchmarks etc. as necessary for the work. Engineer-in-charge / his representative will be present when this work is being carried out and will inspect all these operations with the contractor's assistance. The contractor shall be entirely responsible for accurate setting out the work and he shall at his own expense make good any defects arising from errors in the line and levels.

1.1.6 Dewatering:

Dewatering of accumulated water in all locations on work site from whatever source of cause until the virtual completion of the entire work shall be done by the contractor at his own expenses and shall not be separately paid for.

1.1.7 Access to site, approach roads and roads within the premises:

The contractor shall at his own cost provide all approach roads required for the purpose of carrying out the work in the most expeditious and efficient manner and shall remove the temporary roads on completion. He shall acquaint himself thoroughly regarding condition and suitability of public roads leading up to the limits of the premises and will provide vehicles for transportation of materials that meet the requirements of these road conditions. It shall also be the responsibility of the contractor to maintain at his own cost the road until the construction is completed. The bidder is also to acquaint himself with local laws and bylaws and comply with all statutory laws, police and highway authority requirements.

Earth work:

1.2.1 Excavation:

Excavation for trenches over areas and for pits, etc. shall be done to widths, lines and levels as shown in drawings or to such lesser or greater widths, lines and levels as directed. The bottom and side of excavation, required levels, profile, etc. watered and thoroughly rammed. Where the contractor excavated below required level in good ground inadvertently or carelessness he shall make up the void in concrete M-10 at his own expense. During excavation, the contractor shall take necessary precaution to retain earth, so that the earth will not slide or fall down to avoid any accident and hamper the progress of work. He will take necessary steps to prevent the damage to adjacent structure or existing services. He shall repair and make good any such damages at his own expense to the satisfaction of the owner. A suitable path for men and materials around the excavated pit shall be maintained throughout the work. Stacking or excavated earth from trenches, bids etc. shall be done away from the pit at a minimum distance equivalent to the depth of pit/trenches/foundation up to an initial lead and lift as directed by the Engineer-in-Charge.

1.2.3 Refilling soil around foundations:

Refilling around foundations shall be done with approved excavated materials. Refilling shall be done in layers not exceeding 150 mm thick, watered adequately and consolidated with pneumatic tampers or other suitable compactors. The finished surface of filling shall be slightly proud to bring it to finished level after watering and consolidation as directed.

1.2.4 Sand Filling:

Filling under floors or other places indicated shall be done with good quality sand conforming to zone 2 or 3 of I.S: 383. Filling shall be done in layers, each layer watered adequately and consolidated to specified density by suitable compacting equipment. Thickness of each layer shall not exceed 150 mm. The surface of the filling shall be finished to lines and levels as required. The filling shall be compacted in such a manner as to guarantee full stability.

1.2.5 Measurement:

Measurement for all excavation, filling, carting away and earthwork shall be in solid measure. The rates quoted by the bidders are thus for solid measure units. The following factors shall be applied to obtain quantities of solid measure.

The mode of measurement for various types of excavations shall be as under:

a. In case of trenches, pits and areas, measurement shall be on the basis of width of foundations and the depth of bottom of foundation (bottom of bed concrete, if provided) formation.
b. In case of pipe trenches and drains, measurement of width of trench shall be diameter of the pipe plus an allowance of 500 mm. To allow for collars, flanges etc.
c. Excavation in rock shall be measured up to levels indicated or required. No undulations as physically appearing after excavations shall be taken into consideration while arriving at the quantities. The rates quoted by the contractor shall be deemed to include for this and no extra is admissible.

1.2.6 Sub-grade Conditions:

When no data is available of soil formation and depth of water table of proposed work site, the contractor should make his own arrangements of preliminary site investigation by actual inspection of the site and surrounding areas to assess the nature of soil and to foresee the difficulties that may arise during construction period. The contractor shall acquaint himself of the above before filling up of the bid.

No claim whatsoever will be entertained on any account of conducting these exploratory works or lack of investigation on the part of the contractor.

1.2.7 Anti- termite Treatment

Full protection shall be provided against action of termites. Anti-termite pre-construction chemical treatment shall be provided where required.

Plain & Reinforced Concrete, Controlled Concrete:

1.3.1 General:

Concrete and reinforced concrete work shall be carried generally in conformity with the latest Indian Standards IS: 456 and for provisions indicated here. The contractor shall employ thoroughly competent staff to achieve acceptable standards conforming to technical specifications. Contractor shall submit tests reports pertaining to aggregates, cement, bricks, concrete, compaction etc. from authorized institutions or labs as directed/ acceptability of the EIC.

Cement:

Cement to be used in this work shall be conforming to IS 269 for Pozzolana Portland cement 43 grade OR IS 455 for Portland Slag Cement.

Cement produced by reputed manufacturer such as Ultratech, ACC & Ambuja or similar will be used for construction after approval from the EIC. Cement within 3 (Three) months from the date of manufacture shall only be used in the work covered under various schedules of the agreement.

If directed, the contractor shall purchase cement as fresh as possible after manufacture and where there is reason to believe the cement has been long stored, the Engineer-in-charge may demand a Laboratory Test Certificate regarding the character of cement and the contractor shall furnish the same at no extra cost. The Engineer-in-charge shall reject any cement that in his opinion does not meet the required standards.

All bags and containers in which cement is packed shall be stored in a dry, weather tight, properly ventilated structure with adequate provision for prevention and absorption of moisture. The contractor shall at all times maintain for the inspection of the Engineer-in-Charge a log book indicating the receipt of cement, brand and agent from whom obtained and the age of cement. Cement, which has caked or perished by being wet or otherwise, shall on no account be used on the work.

Cement shall be consumed on the works in the same sequence as that of their receipt at site. Cement reclaimed from cleaning of bags or from spillage from containers, or otherwise shall on no account be used.

1.3.2 Fine Aggregate:

Fine aggregate shall conform to latest Indian standards (IS 383). Sand shall be natural sand, crushed gravel sand or crushed stone sand but it must be a well-graded sand conforming to IS grading and its fineness modulus be 2.4 to 3.2. Use of sea sand is prohibited. It shall be composed of hard siliceous material and shall be clean and of sharp angular grit type. Sand shall be properly graded minimizing all voids.

Allowance for bulking of wet sand shall be made. Bulkage limit is to be restricted to less than 20%. Silt content in sand should not be more than 5%. Laboratory equipment such as measuring jars etc. are to be kept at site for time to time checking of bulkage and silt content. Sand shall be free from any harmful organic impurities.

1.3.3 Coarse Aggregate:

Aggregate of sizes ranging between 4.75 mm and 150 mm will be termed as Coarse Aggregate. Only Coarse Aggregate from approved quarries and conforming to IS:383 will be allowed to be used on the works. Aggregates shall be washed to make it free from deleterious materials, if necessary. Aggregates shall be clean and shall not contain any foreign matter, silt, loose or destructive substances, harmful chemicals etc.

1. Grading of Coarse Aggregate as per IS: 456

Sl No.	IS size	% Passing for graded aggregate of nominal size.			
		40mm	20mm	16mm	12.5
1	40mm	95-100	100	-	-
2	20mm	30-70	95-100	100	-
3	16mm	-	-	90-100	100
4	12.5mm	-	-	-	90-100
5	10mm	10-35	25-55	30-70	40-85
6	4.75mm	0-5	0-10	0-10	0-10
7	2.36mm	-	-	-	-

2. **Grading of Single Size Aggregate as per IS: 456**

Sl No.	IS size	% Passing for single aggregate of nominal size.				
		40mm	20mm	16mm	12.5mm	10.00 mm
1	40mm	85-100	100	-	-	-
2	20mm	0-20	85-100	100	-	-
3	16mm	-	-	85-100	-100	-
4	12.5mm	-	-	-	85-100	100

5	10mm	0-5	0-20	0-30	0-45	85-100
6	4.75mm	-	0-5	0-5	0-10	0-20
7	2.36mm	-	-	-	-	0-5

Proper sieve analysis shall be carried out to determine the best gradation obtainable from the available aggregates. The sieve analysis shall be performed as per standard practice and as laid out in the relevant Indian standards.

1.3.4 Water:

Water for use in concrete shall be clear and free from injurious oils, acids, alkalis, organic matter, salt, silts or other impurities. Normally potable water is found to be suitable. Generally, IS:3550 will be followed for routine tests. In case of doubt the acceptance test for water shall be as per IS: 3025, and Table-1 of IS:456.

1.3.5 Plasticizers: -

The commonly available admixtures with good to high plastic zing effects are:

- Modified ligninsulphonates (MLS)
- Sulphonated melamine condensates (SMF)
- Sulphonated naphthalene condensates (SNF)
- Poly Carboxylic ethers (CE)

Typical performance of water reducing admixtures is outlined below:

Type of super-plasticizer	Typical dosage by cement weight	Water reduction
MLS	0.2-0.8%	Up to 10%
SMF	1.0-3.0%	Up to 25%
SNF	0.8-2.0%	Up to 25%
CE (Poly Carboxylic ethers)	0.5-1.5%	Up to 40%

The super-plasticizer based on Poly Carboxylic Ethers (CE) is proving much better than others. The type and dosage of Super-plasticizer to be used shall be subject to the approval of the Engineer-in-charge. The dosage shall be arrived at through lab. Tests / mix design tests as approved by the Engineer-in-charge.

1.3.6 Types of concrete, strengths etc.:

The Bill of quantities specifies various types of concrete. The strengths corresponding to these types is as per table below:

i. Types of Concrete

Sl.No.	Type of Concrete	28 day Characteristic Design strength N/mm2	28 day Target Design Strength N/mm2.
1	M-10	10	10 + 1.65 X 3.5 =15.77
2	M-15	15	15 + 1.65 X 3.5 =20.8
3.	M-25	25	15 + 1.65 X 5.0 = 33.25

Note: The established values of standard Deviations shall be used. When adequate test results (30 or more) are available and the target strengths revised thereafter. Efforts shall be made to bring the standard Deviations up to date, preferably once a month.

Even though the Bill of quantities specifies various types of concrete, it is possible that the type may be altered to suit the site conditions. The compressive strength indicated above pertains to compressive strength tests on "work test cubes 15 x 15 x 15 cm, after normal curing for 28 days. The strength of preliminary test cubes shall be as per IS: 456. If the contractor wants, they can use ready-mix concrete available in the locality by providing batch slip of required strength as per contract.

MASONRY

1.4.1 Materials:

Brick:

(a) Fly ash bricks are to be used. The bricks shall be hard sound and well cured with sharp edges and of uniform sizes & shapes. Fly ash Bricks shall be of good strength and quality and shall be free from cracks, stone floats, or other such defects.

(b) When immersed in water for 24 hours, a brick shall not absorb more water than 20% of its dry weight. All bricks shall be identical / equal to samples submitted and approved by Engineer-in-charge before the commencement of the work. Crushing strength of the class bricks shall not be less than 75kg. / cm2. Metallic sound of brick is also a criterion for the above class and quality.

(C) Brick shall be soaked in clear water for at least six hours in a vat before use. Bricks shall be laid in English bond unless specified otherwise. No half or quarter brick shall be used except as closures. Brick Masonry shall be accurately raised to plumb.

Mortar:

For sand cement plaster, sand and cement in the specified proportion shall be mixed dry on a watertight platform and minimum water added to achieve working consistency. For lime gauged plaster, lime putty or hydrated lime and sand in the required proportion shall be mixed on a watertight platform with necessary addition of water and thoroughly ground in mortar mill. This mix shall then be transferred to a mechanical mixer to which the required quantity of cement is added and mixed for at least 3 minutes. No plaster which has stood for more than half-an-hour shall be used. Plaster that shows tendency to become dry before this time shall have water added to it.

1.5.1 Reinforcement

Mild steel round bars, cold twisted and deformed bars as medium tensile or high yield strength steel, plain hard drawn steel wire fabric etc., will be used as reinforcement as per drawings and directions. In an aggressive environment an anti-corrosive coating on the reinforcement may be provided as per IS:9077, as shown on the drawing or as directed by the Owner.

As per normal Engineering Practice, Contractor should prepare BBS for smooth work execution at site as per Project schedule and Bar Bending Schedule (BBS) need to be submit to Owner for review.

Reinforcing steel shall be stored consignment-wise and size wise off the ground and under cover, if desired by the Owner. It shall be protected from rusting, oil, grease and distortions. If necessary, the reinforcing steel may be coated with cement wash before stacking to prevent scale and rust at no extra cost to the Owner. The stacks shall be easily measurable. Steel needed for immediate use shall only be removed from storage.

1.6.1 Form Work:

Form work shall be properly designed and constructed such that it is rigid enough to remain free from bulging, sagging or replacement during placing of concrete. It should also be so constructed as to facilitate removal of the same without damage to concrete. The formwork shall be adequately watertight to prevent any loss of liquid and grout. All formwork shall be accurately erected in regard to size, levels etc. In case of timber form (only for the slabs, beams, lintel, chajjas) work, the surface of forms in contact with concrete surface shall be wrought. The joints between boards shall be close fitting and very thin for the concrete surfaces designed to have exposed finish and not intended to be plastered. Surface of forms coming in contact with concrete shall be treated with approved emulsions or mineral oil. It shall be ensured that these emulsions do not stain or discolour the natural colour of concrete.

Removal of forms

All form work shall be removed as per latest IS 456. Form work shall be removed without shock or vibration. Edges of beams and columns if required to have chamfers shall be obtained by suitably fixing triangular edge beads 20mm x 20mm to the forms. (No extra is admissible to the contractor on account of these incidental and minor works for sizes up to and including 20mm x 20mm). Likewise, where drip notches are necessary they should be formed by suitably shaped fillets nailed in forms.

CEMENT PLASTERING (Internal & External):

Mortar for plastering shall be as specified in the drawings. For sand cement plaster, sand and cement in the specified proportion shall be mixed dry on a watertight platform and minimum water added to achieve working consistency. No plaster which has stood for more than half-an-hour shall be used. Plaster that shows tendency to become dry before this time shall have water added to it.

Application of Plaster

Plaster, when more than 12 mm thick, shall be applied in two coats - a base coat followed by the finishing coat. Thickness of the base coat shall be sufficient to fill up all unevenness in the surface; no single coat, however, shall exceed 12 mm in thickness. The lower coat shall be thicker than the upper coat, the overall thickness of the coats shall not be less than the minimum thick-ness shown on the drawings. The undercoat shall be allowed to dry and shrink before applying the second coat of plaster. The undercoat shall be scratched or roughened before it is fully hardened to form a mechanical key. The method of application shall be ‘thrown on’ rather than 'applied by trowel'.

To ensure even thickness and true surface, patches of plaster about 100 mm to 150 mm square or wooden screed 75 mm wide and of the thickness of the plaster, shall be fixed vertically about 2000 mm to 3000 mm apart, to act as gauges. The finished wall surface shall be true to plumb, and the Contractor shall, without any extra cost to the Owner, make up any irregularity in the brickwork with plaster.

All vertical edges of brick pillars, door jambs etc. shall be chamfered or rounded off as directed by the Owner. All drips, grooves, mouldings and cornices as shown on drawing or instructed by the Owner shall be done with special care to maintain true lines, levels and profiles. After the plastering work is completed, all debris shall be removed and the area left clean. Any plastering that is damaged shall be repaired and left in good condition at the completion of the job.

Structural Steel Work:

Welding: Welding shall generally be done by electric arc process as per IS 816 and IS 823. The electric arc method is usually adopted and is economical. Where electricity for public is not available generators shall be arranged by the contractor at his own cost unless otherwise specified. Gas welding shall only by resorted to using oxyacetylene flame with specific approval of the Engineer-in-charge. Gas welding shall not be permitted for structural steel work Gas welding required heating of the member’s tube welded along with the welding rod and is likely to create temperature stresses in the welded members. Precautions shall therefore be taken to avoid distortion of the members due to these temperature stresses.

The work shall be done as shown in the shop drawings which should clearly indicate various details of the joint to be welded, type of welds, shop and site welds as well as the types of electrodes to be used. Symbol for welding on plans and shops drawings shall be according to IS 813. As far as possible every effort shall be made to limit the welding that must be done after the structure is erected so as to avoid the improper welding that is likely to be done due to heights and difficult positions on scaffolding etc. apart from the aspect of economy. The maximum Dia of electrodes for welding work shall be as per IS 814. Joint surfaces which are to be welded together shall be free from loose mill scale, rust, paint, grease or other foreign matter, which adversely affect the quality of weld and workmanship.

Erection: The specification shall be as described in 10.3.3 in CPWD Specs Vol 1 except that while erecting a welded structure adequate means shall be employed for temporary fastening the members together and bracing the frame work until the joints are welded. Such means shall consist of applying of erection bolts, tack welding or other positive devices imparting sufficient strength and stiffness to resist all temporary loads and lateral forces including wind. Owing to the small number of bolts ordinarily employed for joints which are to be welded, the temporary support of heavy girders carrying columns shall be specially attended. Different members which shall be fillet welded, shall be brought into as close contact as possible. The gap due to faulty workmanship or incorrect fit if any shall not exceed. 1.5 mm if gap exceeds 1.5 mm or more occurs locally the size of fillet weld shall be increased at such position by an amount equal to the width of the gap.

Painting: Before the member of the steel structures are placed in position or taken out of the workshop these shall be painted as specified in para 10.2.2 of CPWD specs vol.- 1.

Measurements:

The actual weight shall be measured to the nearest two place of decimal.

SYNITHETIC ENAMEL PAINT:

Steel Work

The surface shall be cleaned and all unevenness removed as specified in wooden surface, knots if visible, shall be covered with a preparation of red lead. Holes and indentations on the surface shall be filled in with glazier putty or wood putty and rubbed smooth before painting is done. The surface should be thoroughly dry before painting.

PAINTING WITH SYNTHETIC ENAMEL PAINT (Wall)

Synthetic Enamel Paint (conforming to IS 2933) of approved brand and manufacture and of the required colour shall be used for the top coat and an undercoat of ordinary Paint of shade to match the top coat as recommended by the same manufacturer as far the top coat shall be used.

The paint shall be (Textured exterior paint/Acrylic smooth exterior paint/premium acrylic smooth exterior paint) of approved brand and manufacture. This paint shall be brought to the site of work by the contractor in its original containers in sealed condition. The material shall be brought in at a time in adequate quantities to suffice for the whole work or at least a fortnight's work. The materials shall be kept in the joint custody of the contractor and the Engineer-in-Charge. The empty containers shall not be removed from the site of work till the relevant item of work has been completed and permission obtained from the Engineer-in-Charge.

Preparation of Surface:

For new work, the surface shall be thoroughly cleaned off all mortar dropping, dirt dust, algae, fungus or month, grease and other foreign matter of brushing and washing, in plaster shall make good, surface imperfections such as cracks, holes etc. should be repaired using white cement. The prepared surface shall have received the approval of the Engineer in charge after inspection before painting is commenced.

Weather Coat:

Weather coat cement paint of approved brand and manufacturer shall be used. The primer where used as on new work shall be cement primer suitable for weather coat painting as described in the item. These shall be of the same manufacturer as cement paint. The paint shall be diluted with water or any other prescribed thinner in a manner recommended by the manufacturer. Only sufficient quantity of paint required for day's work shall be prepared.

The paint and primer shall be brought by the contractor in sealed tins in sufficient quantities at a time to suffice for a fortnight's work, and the same shall be kept in the joint custody of the contractor and the Engineer-in-charge. The empty tins shall not be removed from the site of work, till this item of work has been completed and passed by the Engineer-in-charge.

Primer Coat

Cement primer coat is used as a base coat on wall finish of cement, lime or lime cement plaster surface before oil emulsion distemper paints are applied on them. The cement primer is composed of a medium and pigment which are resistant to the alkalis present in the cement, lime or lime cement in wall finish and provides a barrier for the protection of subsequent coats of oil distemper paints. Primer coat shall be preferably applied by brushing and not by spraying. Hurried priming shall be avoided particularly on absorbent surface. & new plaster patches.

Preparation of the Surface:

The surface shall be thoroughly cleaned of dust, old white or colour wash by washing and scrubbing. The surface shall then be sand papered to give a smooth and even surface. Any unevenness shall be made good by applying putty, made of plaster of parties mixed with water on the entire surface including filling up the undulation and then sand papering the same after it is dry.

Application:

The cement primer shall be applied with a brush on the clean dry and smooth surface. Horizontal strokes shall be given first and vertical strokes shall be applied immediately after wards. This entire operation will constitute on coast. The surface shall be finished as uniformly as possible leaving no brush marks. It shall be allowed for at least 48 hours, before oil emulsion paint is applied. The Primer coat shall be cement primer, as required in the description of the item.

Note:

If the wall surface plaster has not dried completely cement primer shall be applied before painting the walls. For new work, after the primer coat has dried for at least 48 hours, the surface shall be lightly sand papered to make it smooth for receiving the distemper, taking care not to rub out the priming coat. All loose particles shall be dusted off after rubbing. One coat of distemper properly diluted with thinner.

Structural Steel Framed Work

Supplying and fixing structural steel framed work, including cutting, hoisting, fixing in position and applying two coat of enamel paint over a priming coat of approved steel primer etc. as required in frames and similar works as per the approved drawing including cost of all labours, materials, conveyance, loading and unloading etc.

Aluminum Composite Panel

Providing & Fixing of Aluminum Composite Panel made up of Alstrong Make using Tray Fixing Method on the backup Aluminum structure and Natural Anodized Rectangular Tube as per the Manufactures make and fixing procedure.

Suspended Spider Glazing system

The Suspended System held with Spider Fittings of SS-316 Grade Steel of approved manufacturer with glass panel having 12 mm thick clear toughened glass held together with SS- 316 Grade Stainless Steel Spider & bolt assembly with laminated glass fins 21 mm thick. The Glass fins and glass panel assembly shall be connected to Slab/ beams by means of SS- 316 Grade stainless steel brackets & Anchor bolts and at the bottom using SS channel of 50x25x2mm using fastener & anchor bolts, non-staining weather sealants of approved make, Teflon/ nylon bushes and separators to prevent bi-metallic contacts, all complete to perform as per specification and approved drawings.

3. BILL OF QUANTITY

Sl. No.	Description of items	Unit	Quantity
1	Dismantling Brick work in cement mortar including T&P and scaffolding wherever necessary, sorting the dismantled material, disposal of unserviceable material and stacking the serviceable material with all lifts and lead of 1000 metres, including all taxes (excluding GST), all labour, scaffolding, sundries and T&P etc. complete as per direction of the Engineer -in-charge.	Cum	6.20
2	Dismantling and storage of existing structural steel work in angles, tees, flats, and channels, including all gusset plates, bolts, nuts, cutting rivets, welding, etc, All complete as per the direction of the engineer-in-charge.	Kg	6287.37
3	Earth work in excavation by manual / mechanical means in foundation trenches or drains, including dressing of sides and ramming of bottoms and dewatering wherever required, including all lifts, including getting out the excavated soil and disposal of surplus excavated soil as directed within a lead of 5km including cost of all labours/ equipments , taxes (excluding GST), sundries and T&P etc all complete as per the direction of Engineer-in-charge.	Cum	115.56
4	Filling in foundation, trenches and plinth with river sand in layers not exceeding 20 cm in depth, well-watered and compacted in layers with top surface dressed and levelled to proper gradient including cost of all materials, conveyance, all taxes (excluding GST) and royalties, loading and unloading, including cost of all labour, all taxes (excluding GST), sundries, T & P etc. complete as per directions of the Engineer -in-charge.	Cum	9.14
5	Providing and laying of Cement Concrete of grade 1: 3 :6 (1cement : 3 sand : 6 graded stone aggregate of size 25mm to 40 mm hard granite crusher broken metal) ,mixing in concrete mixer ,lowering and compacting in proper thickness , watering & curing for the required period, including all cost of labour ,material, conveyance, royalties and taxes (excluding GST) , sundries , T&P etc. complete as per the direction of Engineer-in-charge.	Cum	18.29
6	Providing steel centering and shuttering(steel plate/ ply board) to required shape and size for all kinds of R.C.C. works, centering materials with all necessary props, bracing, ties and supports with level centering using bituminous paper wherever required, as per the direction of the Engineer -in-charge and dismantling and removing the shuttering after the required interval from the date of casting, including cost of all materials with transportation, taxes (excluding GST), loading and unloading etc. and all labour, sundries, T&P scaffolding etc. complete.	Sqm	149.30

7	Providing and laying in position machine batched/ machine mixed concrete of M25 grade for reinforced cement concrete work including laying of concrete using 12 mm to 20 mm size crusher broken hard granite chips excluding the cost of centering, shuttering, and reinforcement but including admixture in recommended proportions to accelerate, retard setting of concrete, improve workability without impairing strength and durability, including cost all materials, conveyance , royalties and taxes (excluding GST), loading and unloading, cost of all labour, sundries, T&P etc. complete as per the design and direction of Engineer-in-charge.	Cum	23.58
8	Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required. In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works, including cost of all labours, materials, conveyance, loading and unloading, all taxes (excluding GST) and royalties, sundries and T&P etc all complete as per direction of the Engineer -in-charge.	Kg	585.57
9	Painting with synthetic enamel paint of approved brand and manufacturer of required colour to give an even finish with two or more coats on new work over a coat of suitable shade with primer of approved brand and manufacturer's instructions including cost of all materials with taxes (excluding GST) and transportation, all labour, scaffolding, sundries, T&P etc. All complete as per the direction of the Engineer -in-charge.	Sqm	185.80
10	Fabrication, restructuring & commissioning of structural steel work in built up (round, square, rectangular hollow tubes etc.) etc. including cutting, hoisting, fixing in position and painting with one coat of red oxide primer including cost of all material, labours, all consumables, all required plants & machinery etc all complete as per the direction of Engineer-in-charge.	Kg	6648.00
11	Supplying ,cutting, bending, tying, fitting and placing uncoated HYSD bar reinforcement complete as per drawing and technical specification including cost of materials, carriage, all taxes etc complete as per the direction of EIC.	Qntl	14.15
12	Providing & fixing Garware net 50 mm X 50 mm X 2.5 mm with rope 6mm binding & 8mm for border rope including cost of materials, carriage, all taxes etc complete as per the direction of EIC.	Sqft	15568.90
13	Filling excavated earth (excluding rock) in trench, plinth and side of foundation etc. In layer not exceeding in 20cm depth, consolidating each deposit layer by ramming and watering, lead upto 50m and lift upto 1.5mincluding cost of all labours, materials, conveyance, loading and unloading, all taxes (excluding GST) and royalties, sundries and T&P, as per design and direction of the Engineer -in-charge.	Cum	77.04

14	Supply and installation of wooden panelled glass door using 8mm thick glass and 60mm X 60mm size wooden frames, partly fixed & partly swing with all required fittings & fixtures, locking system, floor springs etc. complete including all labours, materials, conveyance, loading and unloading, all taxes (excluding GST), as per design and direction of the Engineer -in-charge. Size 80 Sqft.	Nos	1
15	Installing and fixing in position Aluminium Composite Panel Cladding, with open grooves for linear as well as curvilinear portions, for all heights and all levels etc. including cost of all labours, materials, conveyance, loading and unloading, all taxes (excluding GST) and sundries and T&P etc all complete as per direction of the Engineer -in-charge.	Sqm	15
16	Providing & Fixing of 8 mm Thick HPL as Plank Manner having size 10 ft x 4.25 ft on the Back up sub frame structure using Alu. Tube 25x75x2mm in Horizontal and Tube 25x38x2mm in jointer,50x50x50 aluminium bracket, Screw 5.5x25,EPDM black gasket ,Bolt , Fasteners , Backer Rod , Weather Silicon Masking Tape etc including cost of all labours, materials, conveyance, loading and unloading, scaffolding where ever required, sundries and T&P etc all complete as per direction of the EIC.	Sqm	8.10
17	Supply and Fixing of Samanwaya Bhawan Name display board (ACP Board) including cost of all labours, materials, conveyance, loading and unloading, scaffolding where ever required, sundries and T&P etc all complete as per direction of the EIC.	LS	1.00
18	Repair of Gate at OCPL including cost of all labours, materials, conveyance, loading and unloading, scaffolding where ever required, sundries and T&P etc all complete as per direction of the EIC.	Nos	1.00
19	Repair of Porta Cabin at OCPL including cost of all labours, materials, conveyance, loading and unloading, scaffolding where ever required, sundries and T&P etc all complete as per direction of the EIC.	Nos	1.00
20	Repair of Hoarding at OCPL including cost of all labours, materials, conveyance, loading and unloading, scaffolding where ever required, sundries and T&P etc all complete as per direction of the EIC.	Nos	1.00
21	Repairing of damage Signage logo I Love OCPL including cost of all labours, materials, conveyance, loading and unloading, scaffolding where ever required, sundries and T&P etc all complete as per direction of the EIC.	Nos	1.00
a)	Installation Charges	LS	1.00
22	Manufacturing and supplying stainless steel retro reflective signage board made out from 3M retro sticker with stainless steel size 3"X3" round pipe 2 side leg 10feet height will be welded four side stainless steel square pipe size 1"X1" back supporting frame and 3mm out door Quality ACP Sheet base will be mounted on a back support frame & 3M retro base & letter print complete in all respects as per the direction of Engineer-in-charge. Rates include cost of materials, labour, loading & unloading, taxes (excluding GST) and T&P etc. complete as per the direction of EIC	Nos	12.00