REQUEST FOR PROPOSAL (RFP)

FOR
FOR APPOINTMENT OF AGENCY

FOR

"PROVIDING INTEGRATED COAL LOGISTICS SERVICES FOR TRANSPORTATION OF 2.25 MILLION TONNE OF COAL FROM MANOHARPUR COAL MINE TO DIFFERENT POWER PLANTS OF NTPC LTD. ON FOR-DESTINATION BASIS".

THROUGH COMPETITIVE BIDDING

NIT No: OCPL/SER-248/2026
Date: 14/10/2026

LETTER OF INVITATION

Date: 14/10/2026

To

Dear Madam/ Sir,

ODISHA COAL AND POWER LIMITED. (hereinafter called "Owner") seeks to appoint a company/agency/firm (hereinafter referred as "Service Provider" or "Transporter") for **"Providing Integrated Coal Logistics Services for Transportation of 2.25 Million Tonne of Coal from Manoharpur Coal Mine to different Power Plants of NTPC Ltd. on FOR-Destination Basis"**. (Hereinafter called "Service") under this proposed Contract for which this Request for Proposal ("RFP") is issued.

Bidder's may download the complete RFP Document from **14/10/2026** onwards from Tender Odisha Portal (Odisha Govt. e-Procurement System) i.e., www.tendersodisha.gov.in or may refer our website i.e. www.ocpl.org.in till 5.00 PM on **03/11/2026**. Tender cost of Rs. 20,000 (Rupees Twenty Thousand Only) inclusive of GST @ 18% is to be paid through Tender Odisha Portal (Odisha Govt. e-Procurement System) i.e., www.tendersodisha.gov.in in the manner prescribed in Tender Odisha Portal.

Yours sincerely,

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

INSTRUCTIONS TO BIDDERS

DISCLAIMER.

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

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

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

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

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

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

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1. BACKGROUND:

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

OCPL has been allocated with Manoharpur and Dip-Side of Manoharpur Coal Blocks in the Sundargarh district. The Coal production started in 2019 and in the financial year 2024-25, approximately 11.7 Million tons of Coal has been produced. The Coal production target for the FY 2025-26 is 16MTPA. At present, Coal is being supplied to Power plants of OPGC through MGR rail network. After fulfilling the requirement of OPGC, Balance surplus Coal is being sold in the open market.

2. REQUEST FOR PROPOSAL:

About 2.25 Million tons of Coal are to be transported to various plants of NTPC within 9 months. The transporter is required to transport Coal to various plants of NTPC by RCR (Road-cum-Rail) mode.

Through this Request for Proposal ("RFP"), Owner seeks Techno Commercial Bid and Price Bid ("Bid(s)") from eligible, competent, financially sound Bidders, ("Bidder(s)") through the Odisha e-Tender Portal, who meet the Qualification Requirements stated in the Instructions to Bidders for "**Providing Integrated Coal Logistics Services for Transportation of 2.25 Million Tonne of Coal from Manoharpur Coal Mine to different Power Plants of NTPC Ltd. on FOR-Destination Basis".**

3. PROJECT DESCRIPTION:

3.1. General

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

Owner and its registered office	Odisha Coal and Power Limited, Zone-A, Fourth Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar-751023
Activity	Providing Integrated Coal Logistics Services for Transportation of 2.25 Million Tonne of Coal from Manoharpur Coal Mine to different Power Plants of NTPC Ltd. on FOR-Destination Basis
Coal Mine Location	Village – Manoharpur, Tahsil – Hemgir, District – Sundargarh, Odisha, India Co-ordinates- Latitude: 21° 55'52.168"N to 21° 58'16.871" Longitudes:83° 44'41.287"E to 83° 47'42.750"
Access to Coal Block	Road – Belpahar on NH-200 is 30 km from Manoharpur Rail - Kanika/Hemgiri Station – 22 km from Manoharpur Air Port – Nearest Airport is Jharsuguda/ Bhubaneswar. Sea Port – Paradip / Vishakhapatnam
Corporate Office	Fourth Floor, Fortune Towers, Chandrasekharpur-751023, Bhubaneswar, Odisha

4. SCOPE OF WORK:

The scope of work of the transporter shall consist of the following activities in respect of Coal transportation to NTPC but not limited to the followings:

4.1. Transportation and handling of coal

(i) Transportation of Contracted quantity of 2.25 million tonne of coal from Manoharpur Mine to any Railway Siding by covered trucks as approved by OCPL and onward transportation to the designated power plants of NTPC Ltd.

(ii) Deployment of sufficient vehicles to ensure uninterrupted supply of coal to NTPC.

(iii) Storing coal at the designated railway siding.

(iv) Coordination and placement of railway rakes.

(v) Loading of coal into the rakes and onward transportation to designated plants of NTPC.

(vi) Coordination of unloading of coal at the said plant.

4.2. Detailed Scope of Work:

(i) The Service Provider shall endeavour to achieve 100% materialization of scheduled quantity.

(ii) Coordinating with various departments of NTPC for quantity and quality check.

(iii) Coordination and liaisoning with DDM, Rourkela or any other DDM as applicable, for getting permission for coal movement for transportation of coal and storage license for storage of coal. Filing of statutory forms monthly in relation to loading of rakes.

(iv) Co-ordination with all relevant Railways including South East Central Railway Bilaspur and arranging required no. of railway rakes at required intervals for loading of coal at the railway siding.

(v) The Transporter shall not delay the movement of required coal including by citing any reason like non availability of particular type of wagons (BOBRN/BOXN).

(vi) It is the total responsibility of the Transporter to bring the coal from Manoharpur Mine to NTPC, within the stipulated time period.

(vii) Supervision of Loading of rakes at the relevant siding(s) and ensuring the correct weighment of all the rakes loaded for NTPC.

(viii) Ensuring quantity of coal billed with minimal loss.

(ix) Ensuring minimal loss of coal during transportation of rakes from OCPL.

(x) Ensuring calibration of weighbridges at Railway Siding as per extent norms of the Government on regular basis.

(xi) Co-ordination with Railways regarding works related to weighbridges for ensuring availability and reliability.

(xii) Coordination with Railways for movement of coal in BOBRN and /or BOXN wagons/

rakes of Railways.

(xiii) Communicating with NTPC by e-mail/SMS/reports on real time basis regarding the above movement of coal from OCPL and any other co-ordination or other issues related to loading/unloading of coal.

(xiv) Monitoring the quality and quantity of coal. Any shortage in coal quantity delivered beyond permissible limit is to the account of the Transporter. Expenses towards insurance coverage for fire hazards, pilferage, etc with respect to coal transportation by Rod -cum Rail route including handling and storage is to the Transporter's account. In case of additional allotment of coal from OCPL above the monthly scheduled quantity, the same is to be transported to NTPC at the same rate.

(xv) Coordinating with NTPC representative/Third party sampling agency appointed. The coal analysis shall be done by the Third-party sampling agency. The sampling charges at the mine end shall be borne by OCPL and at the delivery end shall be borne by the buyer.

(xvi) The Transporter should witness sampling at Manoharpur Mine end and coal unloading end.

(xvii) Receipt, unloading of coal and stacking at the relevant siding(s) in the designated area.

(xviii) Taking necessary precautions while unloading and stacking against fire hazards & environmental hazards.

(xix) Maintaining coal in dumps with proper dust suppression system as required.

(xx) Co-ordinating with the agency appointed by NTPC for collection of samples, analysis and weighment of coal received at NTPC.

(xxi) Transporter will ensure coal is loaded as per permissible carrying capacity of wagon.

(xxii) Transporter will co-ordinate with NTPC for coal supplies to NTPC's plant whenever required.

(xxiii) Transporter has to inform OCPL and NTPC about the daily forecast position of coal rakes.

(xxiv) Transporter has to inform daily position of rakes offered, allotted, under loading, in transit etc. to NTPC and OCPL.

(xxv) Transporter will render general services such as coordination with OCPL, Railways and other agencies in connection with loading, dispatch and receipt of coal as per FSA & additional quantity also, if required and for correct billing and collection of invoices. Coal bills and weighment sheets along with RRs are to be collected, scanned and to be sent to OCPL by e-mail on routine basis.

4.3. Siding Operation:

(i) Siding Infrastructure & Rail Loading Operations:

(a) **Rake Indenting & Co-ordination:** The Transporter shall dynamically coordinate with Railways to indent, secure, and place empty rakes at designated Railway Siding in alignment with the Owner's monthly scheduled quantity.

(b) **Rake Loading:** The Transporter shall execute loading of coal into the assigned railway wagons. The Transporter must ensure even distribution to minimize overloading beyond permissible carrying capacity (CC), and under loading.

(c) **Demurrage Indemnity:** The Transporter is entirely responsible for completing rake loading within the free-time window mandated by Railways. Any demurrage charges or idling surcharges levied by Railways due to slow loading, equipment breakdowns, or track blockages at Railway Siding shall be borne 100% by the Transporter and deducted directly from their bills at actuals.

4.4. Transportation of Coal by Railway Rakes:

The following shall be the obligations of the Transporter in relation to transport of coal by railway rakes:

(i) All liaisoning including co-ordination and follow up with Railways for the required number of rakes for transportation of the coal quantity to NTPC and for monitoring movement of coal rakes to NTPC.
(ii) Demurrage, charges towards damage to wagon and theft of wagon parts at the relevant siding(s), penal charges if any payable to Railways due to wrong weighment at the railway siding, detention charges, if any shall be payable by the Transporter.
(iii) Be vigilant about the route restriction and allotment limitations imposed by the Railways, paucity of wagons etc. Whenever movement of coal rakes are affected due to operational reasons such as Force Majeure, Transporter shall keep OCPL duly informed on day-to-day basis specifically indicating the reasons and the period of such interruptions. Coordinate with OCPL and Railways to sanction Executive Director Rail Movement (EDRM) and accordingly indent shall be placed to get maximum coal movement against the monthly scheduled quantity.
(iv) Repair / rectification of wagon door hinges, locks and leakages from wagon floor etc. to be attended if required with prior clearance of Railways, to avoid rejection of wagons and subsequent delay in rake loading and draw out and cargo loss / en-route pollution due to spillage.
(v) On daily basis, particulars with regard to loading of rakes, loaded rakes in transit shall be furnished to OCPL. This information is to be provided through Computer Network (Email) /over phone to the Chief Operating Officer (COO) of OCPL/ OCPL for monitoring the coal movements.
(vi) The Transporter shall ensure despatches of coal in full rake loads and shall comply with all documentation formalities laid down by Railways for charging freight on rake load basis only. If the Railways charge freight on wagon load basis, the excess freight charges so incurred shall be to the account of the Transporter.
(vii) The Transporter shall facilitate to lodge claims with Railways for refund of such excess freight charges and if the Railways refunds any amount, the same will in turn be paid to the Transporter.

4.5. Delivery Coordination at NTPC End:

The Transporter shall:

(i) Coordinate with NTPC and Railways authorities for smooth rake movement, unloading and delivery at NTPC designated power plants.
(ii) Witness unloading operations at NTPC plant end and assist in reconciliation of rake-wise delivery quantity.
(iii) Assist in resolving any unloading-end disputes with regard to quantity, quality or documentation.
(iv) Maintain complete documentation related to dispatches, deliveries, RR copies,

weighment slips and rake records.

4.6. Documentation and Reconciliation:

The Transporter shall:

(i) Maintain and submit all relevant documents including: Railway Receipts (RR), D-Notes, truck-wise weighment records, rake-wise inward/outward MIS, loading/unloading records and demurrage/underloading calculation sheets with authentication of NTPC/Railways officials wherever required for onward submission to NTPC during the fortnightly billing. It is clarified that the billing mechanism with NTPC is scheduled twice in a month.
(ii) Assist OCPL in quantity reconciliation across the supply chain: Manoharpur Mine dispatch → Railway Siding receipt → RR weight → NTPC unloading.
(iii) Cooperate fully in resolving quantity-related disputes and verification processes initiated by OCPL or NTPC.
(iv) Obtain and maintain all approvals, licences, permits and statutory clearances required for execution of work within scope of ACBIL.
(v) Comply with all applicable laws and regulations including those issued by any governmental authority in relation to railways, mining, labour laws (including in relation to contract labour), environment, safety (including DGMS norms), transportation and pollution control.
(vi) Be solely responsible for all compliance obligations relating to manpower, transporters, sub-transporters and operations of the Railway Siding.

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

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

5. BIDDING SCHEDULE:

Issue of Tender Document	14/10/2026
Last Date of Sale/download of Tender Document	03/11/2026
Last Date of Submission of Bid	5.00 PM on 03/11/2026
Opening Date of Techno- Commercial Bid	3.30 PM on 04/11/2026
Opening Date of Price Bid (indicative)	11/11/2026
Award of contract (Indicative)	17/11/2026

6. BIDDING PROCESS:

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

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

(i) Techno-Commercial Bid (including Qualification)

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

(ii) Price Bid

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

7. QUALIFICATION REQUIREMENTS:

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

7.1. Technical Qualification Requirement for the Bidder:

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

i. The bidder must be a company/firm/ agency and in Coal Transportation business since last 7 years. JV or consortium shall not be allowed for this work. Experience of the bidder as a part of JV or consortium shall not be considered.

ii. During the preceding Seven (07) Years, till the date of Notice Inviting Tender, Bidders must have experience of works (includes completed/ ongoing) of similar nature amounting to **1.125 Million Tons** of coal in any year (consecutive 365 days) from a single contract.

Similar Nature of Work: Transportation of Coal by Road or Road-cum-Rail mode including but not limited to unloading at siding, liasoning with Indian Railways for placement of rakes and loading of coal on to the rakes.

iii. The bidder shall either own an operational railway siding fulfilling all statutory requirements or the bidder must have tie up with any siding having such facilities. The proposed siding shall have FOIS facility.

iv. The firm must have valid GSTIN Regd Certificate & PAN.

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

vi. Contract Performance Security/ Bid Security of the Bidder for any work/tender must not have been forfeited during last Three (03) Years, till the date of Notice Inviting Tender.

Documents to be submitted/uploaded:

- Copy of GSTIN Regd Certificate and PAN needs to be submitted along with Techno-Commercial Bid.
- Copies of work order and completion certificate issued by the clients to the bidder in support of the above qualification requirement. Only relevant work order having required order quantity as mentioned above along with completion certificate shall be acceptable.
- In case of ongoing assignments, details of volume of work executed by the transporter is to be submitted. The volume of work executed must be certified by the clients.
- Proof of ownership of Railway Siding/tie up with the Railway Siding conforming to the requirements of Clause no. 7.1.iii above.
- Legal status of the bidder: Anyone of the following documents can be accepted:
    - Registration certificate of the company.
    - Memorandum & Article of Association with certificate of incorporation containing of name of bidder.
    - Partnership deed containing name of partners.
- Affidavit in standard format confirming that the bidder is not blacklisted by Government of India or any of the State Governments within India or any of its Departments, authority or agency.
- Affidavit in standard format confirming that Contract Performance Security/ Bid Security of the Bidder for any work/tender must not have been forfeited during last Three (03) Years, till the date of Notice Inviting Tender.

7.2. Financial Qualification Requirement for the Bidder:

(i) Average Annual financial turnover during the 3 (three) financial years as chosen by the Bidder from the 4 (four) immediately preceding completed financial years as on date of invitation of Bids shall be minimum of **Rs. 60 Cr. (Rupees Sixty Crore only).** If any bidder does not furnish the turnover value for any financial year of the chosen period, the turnover for that financial year shall be taken as 'Zero' and the average annual financial turnover shall be calculated accordingly. Audited Annual Report including balance sheet and profit loss statement for the chosen Financial Years needs to be submitted.

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

(ii) The bidder must possess at least **Rs. 25.00 Cr** of Working Capital inclusive of access to lines of credit to meet the requirement.

Audited Financial Statements need to be submitted. In case of absence audited report (including Balance Sheet and Profit Loss) for FY 2025-26, CA certified of Working Capital inclusive of access to lines of credit needs to be produced.

(iii) The Net Worth of the Bidder firm should **Rs. 35 Cr** as on 31st March 2026.

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

8. GENERAL BIDDING GUIDELINES AND INSTRUCTION TO BIDDERS:

8.1. Interpretation:

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

8.2. Inspection Prior to Bid:

Bidders shall:

(i) Become familiar with the Site and the surrounding areas, the Scope of service and other information set forth in the RFP, and

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

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

8.3. Bidders' Due Diligence Complete:

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

(i) made a complete and careful examination of the RFP;

(ii) received all relevant information requested from the Owner;

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

(iv) Agreed to be bound by the undertakings provided by it under and in terms hereof.

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

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

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

8.4. Requests for Clarifications:

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

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

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

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

8.5. Amendments Issued to this RFP:

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

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

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

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

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

8.6. Bid Preparation:

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

8.7. Bid Submission:

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

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

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

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

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

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

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

8.8. Language:

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

8.9. Corrections and Erasures:

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

8.10. Extension of Bid Submission / Bid Opening Date:

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

8.11. Modification and Withdrawal of Bids:

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

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

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

8.12. Rejection of Bids:

Bids will be rejected if:

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

ii. Bid is submitted by fax, email, physical form, or any mode other than the Odisha e-Tender Portal shall not be treated as valid and shall be rejected outright.

iii. Bids that do not contain all the information, documents, or enclosures as sought in the complete bidding documents shall be liable for rejection.

iv. The Bidder has to submit the Bid for the entire Scope of Service as specified in the Instructions to Bidders. Bids not covering the full Scope of Services shall be liable for rejection at the discretion of the Owner.

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

vi. Bids submitted without payment of tender cost and/or Bid Security in the prescribed form, manner, and validity, along with the Techno-Commercial Bid, shall be rejected.

vii. Once the deviations as submitted along with the Techno Commercial Bid documents are resolved at mutually agreed terms and conditions with all the participating Bidders, no further deviations will be accepted in Price Bid and Price Bids submitted with any deviations shall be liable for rejection.

viii. Bidder need to submit the qualification requirement documents carefully as there will not be any correspondence regarding the submitted qualification requirement documents with the bidder. OCPL reserves the right to interpret the documents submitted by the Bidder at its sole discretion, and such interpretation shall be final and binding. The Bidder shall have no right to challenge the interpretation of such documents by OCPL.

ix. Bidders having litigation history with state PSUs/Govt. of Odisha departments in last three years will be evaluated and bids of litigant agencies will not be evaluated further. OCPL reserves the right to reject the bids of bidders having history of litigations with the state Govt. departments and agencies.

x. Bids of bidders who have been banned/debarred/blacklisted by any Central/State Government, Public Sector Undertaking, or Government Agency in last three financial years will not be considered.

8.13. False or Misleading Claims:

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

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

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

8.15. Bidding cost:

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

8.16. Bid clarifications:

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

8.17. Bid Validity Period:

(i) **Bid Validity:**

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

(ii) **Extension of Bid Validity Period:**

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

8.18. Ownership of Bids and Responses:

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

8.19. Details and Signature of Bidder:

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

8.20. Fraud and Corruption:

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

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

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

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

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

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

8.21. Conflict of Interest:

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

8.22. Disqualification of Bidders:

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

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

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

8.23. Bid Ownership:

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

8.24. Confidentiality:

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

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

9. BIDDING PROCEDURE:

9.1. Collection of RFP Document:

Bidder's may download the complete RFP Document from **14/10/2026** onwards from Tender Odisha Portal (Odisha Govt. e-Procurement System) i.e., www.tendersodisha.gov.in or may refer our website i.e. www.ocpl.org.in till 5.00 PM on **04/11/2026**. Tender cost of Rs. 20,000 (Rupees Twenty Thousand Only) inclusive of GST @ 18% is to be paid through Tender Odisha Portal (Odisha Govt. e-Procurement System) i.e., www.tendersodisha.gov.in in the manner prescribed in Tender Odisha Portal.

9.2. Bid Preparation and Submission:

Bidder shall submit the Bid as per guidelines mentioned below.

9.2.1 Techno Commercial Bid Submission:

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

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

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

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

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

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

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

9.3. Bid Security:

(i) **Bid Security to be submitted by the bidders:**

Bidders shall submit the Bid Security of **Rs. 2,50,00,000/- (Rupees Two Crore Fifty Lakh Only**) exclusively through the Odisha e-Tender Portal (Tender Odisha – Government of Odisha e-Procurement System), in the manner prescribed on the portal.

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

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

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

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

(ii) **Consequence of Non Submittal of Bid Security:**

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

(iii) **Bid Security Forfeiture**

The Bid Security furnished by the Bidder shall be forfeited:

i. If a Bidder withdraws or modifies unilaterally its Bid during the period of Bid validity period; or

ii. If, during evaluation of Price Bids, the Owner ascertains that there is discrepancy in the Bid price due to arithmetical error, and on communicating such error to the Bidder, the Bidder does not accept the proposed correction of errors; or

iii. If the Bidder does not withdraw any deviations listed in deviation statement at the cost of withdrawal indicated by it; or.

iv. In the case of Successful Bidder, if such Bidder fails within the specified time limit to:

   a. furnish the acceptance of letter of award; or

   b. Fails to submit Contract Performance Guarantee/Security.

v. Submits any false/misleading document along with the bid.

(iv) **Return of Bid Security:**

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

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

10. EVALUATION CRITERIA:

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

10.1. Techno Commercial Bid Evaluation Process:

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

10.2. Qualifying Requirement Evaluation:

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

11. PRICE BID SUBMISSION GUIDELINES:

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

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

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

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

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

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

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

11.1. Price in Figures and Words:

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

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

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

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

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

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

11.2. Price Bid - Taxes and Duties:

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

11.3. Price Bid Evaluation:

Price bid evaluation will consider the following criteria:

(i) Price quoted in the Price Bid format:

(ii) Any additional parameters necessary for the reasonable comparison of bids as determined by the Owner;

11.4. Successful Bidder:

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

The Owner shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Price Bid. If the bidder has commercial litigations in court against state Govt. or have been barred to do business in any state/central Govt./PSU, the

owner may not award the contract even if the agency is the lowest bidder. **OCPL has prerogative to allow 2 or more participants to get the order fully / Partially.**

12. AWARD OF CONTRACT PROCEDURE:

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

Owner reserves the right to accept/ reject/partially award/split the contract and award to the Shortlisted Bidders and further reserves the right not to award the Contract to the lowest evaluated Shortlisted Bidder or not at all.

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

12.1. Execution of the Contract Document

Successful Bidder shall enter into the Contract with the Owner after award of the Work.

12.2. Provision of Abnormally Low Bids/price:

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

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

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

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

12.3. Contract Performance Security:

In the event of contract award, the Successful Bidder shall be required to submit Contract Performance Security, of an amount 10 (Ten) percent of the initial award value in the form of Insurance Surety Bond/Account Payee Demand Draft/Fixed Deposit Receipt/Bank Guarantee (including e-bank guarantee) from any of scheduled commercial bank or online payment within 21 days of issuance of LOA.

The successful Bidder also has the option to furnish an Initial Contract Performance Security equivalent to a minimum of 2 (Two) percent of the initial award value in the form of Insurance Surety Bond/Account Payee Demand Draft/Fixed Deposit Receipt/Bank Guarantee (including e-bank guarantee) from any of scheduled commercial bank or online payment within 21 days of issuance of LOA. In case of the successful bidder who furnishes

Initial Contract Performance Guarantee, 10 (Ten) percent of the RA bills shall be withheld until the total amount of the Contract Performance Security so deducted including the amount of Initial Contract Performance Security becomes equal to 10 (Ten) percent of the initial award value.

Contract Performance Security shall be valid till the successful completion of the contract period with an additional claim period of 180 days.

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

12.4. Governing Law:

The governing law for the Contract is Indian Law.

12.5. Dispute Resolution:

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

13. OTHER CONDITIONS:

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

14. CONDITION OF CONTRACT:

14.1. Commencement of Work:

The successful bidder ahall commence the work as per the scope from the date of issuance of Notice to Proceed ("NTP") or any date as notified by the Owner.

14.2. Terms of Payment:

The payment shall be released upon submission monthly bill upon certification by Officer-In-Charge (OIC) as per the scope of work. The monthly bill shall be inclusive of all other contingency expenses, payment to any third party and profit. It shall be exclusive of applicable Goods & Services Tax.

The payment of the selected Firm would be payable in the following manner:

a) 100% of the monthly bills shall be paid within 15 (Fifteen) working days of submission of the error free bill and after certification of the same by the Officer-In-Charge (OIC), after adjustment of penalty and / or any other recoveries, if applicable. The agency shall not wait to disburse the wage as stipulated above, for the release of monthly bill by OCPL. Labour discontentment arises due to non-payment of wage shall attract penalty against the agency. In case the agency fails to comply with all statutory obligations, the next bill shall be withheld till such compliance.
b) Supporting documents, i.e., railway receipts, D-Notes for all rakes dispatched during the billed period, day-wise inward/outward quantity MIS, rake-wise calculation sheet for

underloading/overloading charges and demurrages (if applicable), statement of coal receipt duly authenticated by NTPC officials at delivery end, Quality Calculation/adjustment statement duly authenticated by the NTPC officials at the delivery end shall be submitted along with the bills.

c) Contract Performance Security shall be released within 21 (Twenty-one) days, followed by the additional claim period of 90 days on the successful completion of the contract period with due certification from the Officer-In-Charge (OIC).
d) The Officer-in-charge (OIC) reserves the right to effect deductions towards penalty & other recoveries if any, under the terms & conditions of the Contract.
e) The OIC will not certify any application for payment to the agency if there are:
   i. Any claim or complaint filed against the agency for failure to pay for materials, labour or Sub-contractor amounts due or reasonable evidence that indicates probable filing of such claims.
   ii. Damage to another contractor.
   iii. A reasonable doubt that the contract cannot be completed for the balance work.
f) Payment shall be released on submission of the bill with supporting documents duly certified by the Officer-in-Charge / Owner's representative within 15(fifteen) days of receipt of error free bills after deducting taxes at source as prescribed by the legislative authorities, penalty and other recoverable if any. If such payment release day falls on a holiday of the Owner, payment will be released on the next working day. Against deduction of statutory taxes, tax deduction certificates, wherever applicable, shall be issued as per the applicable provisions of the statute. The Officer-in-Charge may recover any amount wrongly paid in excess in any previous bills certified by him.
g) All payments shall be made directly to the account of the contractor or agency to whom the work is awarded through e-payment facilities / RTGS / NEFT / Internet Banking etc., on certification of the Officer-in-Charge / Owner's representative and on compliance of contractual terms & conditions. To facilitate the E-payment, the Contractor shall furnish a duly filled in Bank Mandate Form.
h) All bills/invoices must be raised in INR only taking into account the prevailing taxes & duties with reference to the Payment milestone.
i) All interactions regarding the execution of the Contract, submission of bills and correspondence on any matter shall be done with the Officer-in-Charge / Owner's representative.
j) The rates payable to the Transporter under the Contract shall remain firm and absolute for the entire Term. The Transporter shall not be entitled to any escalation, variation, or adjustment of the rates for any reason whatsoever, including but not limited to vehicle maintenance costs, or operational expenses, except for any variation on account of diesel as set out in the 'Diesel Escalation' clause.
k) Payments shall be carried out from the office of owner situated at Bhubaneswar.

14.3. Contract Performance Security:

In the event of contract award, the Successful Bidder shall be required to submit Contract Performance Security, of an amount 10 (Ten) percent of the initial award value in the form of Insurance Surety Bond/Account Payee Demand Draft/Fixed Deposit Receipt/Bank Guarantee (including e-bank guarantee) from any of scheduled commercial bank or online payment within 21 days of issuance of LOA.

The successful Bidder also has the option to furnish an Initial Contract Performance Security equivalent to a minimum of 2 (Two) percent of the initial award value in the form

of Insurance Surety Bond/Account Payee Demand Draft/Fixed Deposit Receipt/Bank Guarantee (including e-bank guarantee) from any of scheduled commercial bank or online payment within 21 days of issuance of LOA. In case of the successful bidder who furnishes Initial Contract Performance Guarantee, 10 (Ten) percent of the RA bills shall be withheld until the total amount of the Contract Performance Security so deducted including the amount of Initial Contract Performance Security becomes equal to 10 (Ten) percent of the initial award value.

Contract Performance Security shall be valid till the successful completion of the contract period with an additional claim period of 180 days.

However, in case of extension of the Contract, the amount of Performance Security shall be re-adjusted.

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

The Performance Security shall secure due and faithful performance of all obligations of the Transporter under the Contract and may be invoked by OCPL, either wholly or partly, in the event of:

(i) Failure of the Transporter to perform its obligations under the Contract;
(ii) Quantity shortages attributable to the Transporter;
(iii) Quality deterioration of the coal attributable to the Transporter;
(iv) Recovery, damages, compensation, deduction or claim imposed upon OCPL by NTPC for attributable to the Transporter;
(v) Railway penalties, demurrage, detention charges, overloading charges, underloading charges, dead freight or any other railway-related liabilities attributable to the Transporter;
(vi) Failure of the Transporter to make payment of amounts recoverable by OCPL under the Contract;
(vii) Any material breach of the Contract by the Transporter; or
(viii) Recovery of amounts due and payable by the Transporter to OCPL upon termination of the Contract due to default of the Transporter.

In the event of partial or full invocation of the Performance Security, the Transporter shall replenish the invoked amount and restore the Performance Security to its original value within fifteen (15) days from receipt of written notice from OCPL.

Failure to furnish, maintain, renew or replenish the Performance Security within the stipulated period shall constitute a material breach of the Agreement and shall entitle OCPL, without prejudice to its other rights and remedies, to suspend dispatches, withhold payments, and/or terminate the Agreement.

The furnishing or invocation of the Performance Security shall not limit or prejudice any contractual or other remedy available to the Owner or the rights of OCPL to recover any amount otherwise recoverable under this Agreement, subject to the provisions relating to limitation of liability contained herein.

14.4. <u>Security Deposit against Coal in Custody:</u>

Coal lifted from Manoharpur Coal Mine and transported to the Railway Siding shall remain the property of OCPL until its delivery to NTPC. Prior to commencement of coal lifting, the Transporter shall furnish a Security Deposit equivalent to 1.5 times of the value of 50,000 MT of coal, being the maximum quantity permitted to remain at the Railway Siding at any

point of time. The Security Deposit shall be calculated based on the applicable coal price including statutory charges, levies and taxes, but excluding transportation/logistics charges and Railway freight, prevailing on the date of execution of the Contract.

Security Deposit = 50,000 MT × Applicable Coal Value per MT x 1.5

The security deposit shall be in the form of Insurance Surety Bond/Account Payee Demand Draft/Fixed Deposit Receipt/Bank Guarantee (including e-bank guarantee) from any Scheduled Commercial bank or online payment. This shall be in addition to the Contract Performance Security under Clause 14.3, and shall remain valid throughout the period of coal handling/custody.

OCPL shall have the right to invoke the Security Deposit towards any shortage, loss, pilferage, unauthorized disposal/diversion of coal while under the custody of the Transporter. Any amount so invoked shall be replenished by the Transporter within 7 days, failing which OCPL may suspend further coal lifting.

14.5. <u>Taxes & Duties:</u>

The monthly bills as per the agreed payment terms, shall be raised through a "Tax Invoice" in the manner as prescribed in Sec-31 of CGST Act read with Rule-46 (including amendments) and the invoice must be GST compliant for availing ITC. The said invoice will be submitted to the Officer-In-Charge (EIC) for verification.

(i) Price shall be inclusive of all expenses, taxes and duties, cess etc. except "Goods and Service Tax" (GST) there upon, which will be paid extra.

(ii) Any introduction/upward variation in rate of taxes, duties, cess and levies, subsequent to the Effective Date, if any, shall be paid by Owner subject to production of necessary documents as proof of payment by the Agency. Similarly withdrawal/downward revision in variation in taxes, duties, cess and levies subsequent to the Effective Date, if any, shall be adjusted in the Price and benefit shall be passed to Owner. Any omission, or non-inclusion, either declared or not declared, of any taxes and duties that are applicable at the time of submission of price bid / Effective Date shall not be considered as a reason for reimbursement of such taxes and duties at a later date.

(iii) The Agency shall indemnify the owner against any loss, including denial of input tax credit, interest, or penalties, arising from non-compliance with GST laws, such as failure to file returns, deposit tax, or issue valid tax invoices.

(iv) The Contractor shall bear and pay all the liabilities in respect of non-observance of all legal requirements for their submittals as per various statutory provisions.

(v) The adjustment in the Price towards the imposition of new taxes or abrogation of existing taxes shall be applicable only if the new tax is enacted or existing tax is abrogated within contractual delivery/execution period. For any variation due to enactment of new tax or abrogation of existing tax after contractual delivery / execution period including extension of time of completion imposed by the client adjustment in the Price shall not apply.

(vi) All formalities required under statutes, for availing any concessions under relevant tax laws shall be adhered to by the Agency.

14.6. Time Schedule:

The Contract period shall be for a period of 09 (Nine) months from the date of issuance of Notice to Proceed (NTP) or from a date as shall be mentioned in the LoA. Based on the satisfactory performance and requirement, OCPL reserves the rights to extend / curtail the contract for the required period.

14.7. Special Conditions of the Contract:

(i) The Service Provider shall solely be responsible for transportation of coal and conduct the Multi Modal Operations, complying with all the statutory requirements, applicable laws and safety requirements at OCPL and NTPC.

(ii) Within 7 days of award of work, the Successful bidder must furnish a valid I3MS license, i.e., valid copy of "Transporting Agent's Registration Certificate" (Form A) issued by Department of Steel and Mines, Govt. of Odisha requirement for transportation of coal.

(iii) The Service Provider shall ensure safety and security of coal, en-route to NTPC, to avoid any pilferage.

(iv) The Service Provider has to ensure to place and load road worthy trucks/tippers with auto tipping arrangement of minimum 30T capacity and ensure no loss of the material due to spillage during transit.

(v) Any loss of Coal due to statutory non-compliance, theft, fraud, misrepresentation, negligence or any other civil wrongs or criminal offences shall be indemnified in full by Service Provider and penalty will be imposed for such activities as per the terms of the contract.

(vi) The complete work is to be carried out strictly following the applicable norms, rules, Acts, mine safety norms and also the safety guidelines of OCPL. Any violation to safety norms, unsafe practice & accident will lead to penalty stipulated under this contract. Repeated violations may lead to cancellation of the contract without serving any notice to the Service Provider / Transporter.

(vii) All mining related wage compliance as applicable are to be complied by the Service Provider / Transporter.

(viii) During coal transportation from Manoharpur Mine to NTPC and also mechanical unloading at NTPC, it is the Service Provider's responsibility to ensure the compliances of rules/regulations of Central/ State Pollution Control Boards and other statutory Authorities including but not limited to RTO of the State for vehicular movement.

(ix) Service Provider need to deploy adequate no. of water tankers and road cleaners to keep the air-borne dust under control and manpower to clean the spillage coal near the relevant siding(s). In case of failure to provide required no. of water tankers and manpower, OCPL will deduct the amount incurred by the Owner in this regard from the service charges.

(x) No overload of the truck other than the permissible carrying capacity shall be allowed.

(xi) Service Provider shall bear all the costs arising out of vehicle movement from Manoharpur Mine to NTPC, including but not limited to Liaisoning, permission from local authorities, MoEF & Police etc. No other costs except the price specified in this Agreement shall be given to Transporter.

(xii) Service provider shall take due care to protect the coal against rain, fire, damage, theft, pilferage etc. at Railway Siding and through the entire stretch of coal transportation beyond the Manoharpur mine gate and shall be responsible for damages/ shortages arising there from and shall indemnify Owner for such losses. Transporter undertakes that Owner shall have the right and be entitled to deduct the amount of such losses or damages from the monthly bills/ security deposit or any amount outstanding to the Transporter from the Owner. In case there are no outstanding bills, the Transporter shall pay the amount so demanded/ claimed by the Owner within fifteen (15) working days from the date of such claim/ demand.

(xiii) OCPL reserves the right to terminate the contract in case of persistent deviations in agreed quality and/or quantity, with notice of minimum one (01) month period.

(xiv) Service Provider / Transporter is expected to monitor and report probable expected time of arrival of trucks/ tippers at the destination based on the tracking of the vehicle movement and Owner reserves the right to seek such information from the Transporter on as and when required basis.

(xv) In case of accident of vehicles, Transporter shall provide immediate transhipment of coal through alternate replacement vehicles at his own cost. Transporter shall take responsibility of reporting accidents, loss and theft, damage of the cargo or any other similar incidents between the originating point & destination point to the Owner.

(xvi) Transporter shall ensure that the vehicles do not divert from the routes prescribed by the Owner without prior approval thereof. Any deviation on routes prescribed by the Owner shall be intimated to Owner immediately with specific reasons.

(xvii) The Owner shall not pay any idling charges of whatsoever reasons, unless there is idling of vehicles at the Manoharpur Mine which is solely attributable to the Owner not granting right of access to the Transporter or not making the cargo available on time.

(xviii) Transporter shall take comprehensive insurance policy to cover the vehicles, drivers, cleaners and third party as per the Motor Vehicles Act, 1988.

(xix) Transporter shall have to ensure that the all the drivers must possess valid driving license and same shall be produced by the driver to Owner's representative whenever required.

(xx) Transporter shall ensure that all valid documents like registration of vehicles, permits, insurance and PUC applicable as per the law of land must be available with the vehicles at all the time.

(xxi) All the Tippers/Trucks to be deployed by the Service Provider will be inspected by OCPL officials and OCPL have the right to decide on the deployment or rejection of the vehicle without assigning any reason to the Service Provider.

(xxii) The Service Provider shall at his own cost arrange for regular checking/maintenance/repair of the Tipper/Truck deployed and keep them in good and safe condition at all times. Proper records of such checking, maintenance, repair shall be maintained by the Service Provider and be readily available for inspection by the Owner whenever required.

(xxiii) Only experienced, skilled and disciplined drivers of sound health, good behaviour and with good antecedents having requisite driving license shall be deployed by the Service Provider. In no case, any un-authorised person will drive the Trucks/Tippers.

(xxiv) The tare weight, Gross weight, Maximum carrying capacity of the Truck/Tippers shall be clearly indicated on the body of the Truck/Tippers. This will be legible in all conditions even at night.

(xxv) No addition or alteration to the size of the body of the Truck/Tipper deployed at Manoharpur Mine will be carried out by the Service Provider without the prior approval of OCPL.

(xxvi) The transportation will be carried out round the clock for the tenure of the contract.

(xxvii) The Service Provider shall maintain proper record of the Truck/Tipper and the persons deployed for the transportation work. Daily attendance of the employees, drivers, and payment to the workers are to be properly documented and produced to Owner along with the monthly bill.

(xxviii) Owner shall have no responsibility / liability whatsoever for any accident damage of the deployed vehicles or with any third party during transit or engaged in the transportation work.

(xxix) Service Provider shall endeavour to lift and achieve the monthly scheduled quantity. Seven days prior to the commencement of the month, Monthly Scheduled Quantity will be communicated to the Service Provider / Transporter by the Owner. In case of failure of the service provider to meet the monthly scheduled quantity for reasons attributable to the service provider, penalty as per Clause no. 14.20 shall be imposed. The Truck/Tipper divers shall be issued Identity Cards by the Service Provider, which will be verified by Owner. No driver will be allowed for the transportation work unless they have identity Card issued by the Service Provider.

(xxx) The Service Provider shall not engage any persons less than 18 years of age and any female during night hours as required by the relevant Laws.

(xxxi) All the deployed drivers and staffs are to be properly trained for compliance of safety rules and procedures. The Service Provider will provide all the drivers and staffs with safety footwear, helmets, florescent vests etc.

(xxxii) The Service Provider/ Transporter is required to engage 50% of the drivers from Local source.

(xxxiii) The Transporter shall independently assess and assume all risks relating to truck unions, transport associations, labour groups and local bodies affecting performance of the Multi-Modal Services, including any demand for revision of freight rates, deployment restrictions, strikes, boycotts or operational interference. No such matter shall excuse, delay, suspend or entitle the Transporter to refuse performance or claim any increase in the agreed charges, and the Transporter shall remain solely responsible for arranging uninterrupted transportation in accordance with the Contract except for force majeure reasons and reasons not solely or directly attributable to the transporter.

14.8. Statutory Compliance:

The Service Provider / Transporter shall be solely liable for statutory compliance in respect of all applicable laws which inter alia include Central/State labour laws made by any governmental authority Code on Occupational Safety, Health and Working Conditions, 2020, Odisha Minerals (Prevention of Theft, Smuggling and Illegal Mining and Regulation of Possession, Storage, Trading and Transportation) Rules, 2007, Code on Social Security, 2020, Code on Wages, 2019, Workmen's Compensation Act, 1923, and any rules, regulations, notifications or amendments issued thereunder or the corresponding predecessor enactments, as applicable. The Service Provider / Transporter shall also be solely responsible for maintenance of records and filing of various forms/ returns prescribed under all such applicable laws and regulations/rules made thereunder in respect of workmen employed by the Transporter.

14.9. Safety Compliance:

(i) The Service Provider / Transporter shall be responsible for & shall follow applicable laws and the safety rules under the provision of Mines Act, 1952, Odisha Factory Rules, 1950 & Electricity Act, 2003 and the rules and regulations made thereunder amended up to date and other statutory safety rules and regulation in force during currency of the contract.

(ii) Service Provider / Transporter shall provide all necessary safety gadgets like safety shoes, safety helmet, goggles, dust mask, ear plug etc. to all his employees. All PPE's should of ISI grade. Sub-standard PPEs will not be allowed to used. Neither Service Provider / Transporter nor his employees will be permitted to enter factory premises without safety PPEs. The Service Provider / Transporter should ensure strict compliance on safety measures as adopted by OCPL.

(iii) Ensuring safety and prevention of any accident /incident of the employees of the Service Provider / Transporter will be sole responsibility of the Service Provider / Transporter.

(iv) Charges towards any damage of the OCPL equipment /material caused solely due to coal trucks or attributable to the Service Provider will be deducted from the bills payable to the Service Provider after assessment of OCPL in charge. The assessment of Owner shall be final and binding for Service Provider / Transporter.

(v) The Service Provider / Transporter vehicle entering into factory premises must be comprehensively insured.

(vi) The Service Provider / Transporter shall take all safety precaution and provide adequate supervision by competent person in order to do the job safely and without damage to plant, personal, equipment and the environment.

(vii) The Service Provider / Transporter shall keep a provision of insurance to comply the provisions of the workmen's compensation Act.

(viii) Penalties in case of Accident/Incident:

(a) Fatal Accident: Rs. 50 Lakh per case
(b) Accident/ Incident leading to property loss: Actual cost of repairing/ replacement + 10 Lakh per case
(c) Unauthorized entry/ unauthorized driving: Rs. 20,000/- per case
(d) Misbehave to mine officials/ breaching of statutory norms: Rs. 25,000/- per case.

(ix) The following Safety rules are to be strictly complied for all coal trucks received inside Manoharpur Mine:

(a) Truck driver should have valid driving license. No Cleaners/Helpers are allowed to enter inside the Manoharpur Mine. All the coal trucks entering the Manoharpur Mine premises are being checked for valid driving license. Entry of coal truck drivers who do not possess valid driving license will not be permitted inside. For this purpose, the weigh-bridge location will be the point of restriction.
(b) Truck should be in good condition by all means for transportation of coal from the Manoharpur Mine. Any broken/damaged trucks will not be permitted for mechanical transfer.
(c) Two working head lights, rear lights and rear mirror should be in good working condition. Number plates to be available and Vehicle Registration number to be mentioned at front and backside legibly in all coal trucks as per the Govt of India norms.
(d) All tyres of the trucks should be in good condition.
(e) Trucks should not exceed speed limit of 10 KM per Hour inside the Manoharpur Mine. Any rash driving shall be penalized with an imposition of ₹10,000/- (Rupees Ten thousand only) on the spot.
(f) No over loading of trucks shall be entertained.
(g) No spillage of coal en-route from Manoharpur Mine shall be entertained.
(h) Any drunk and drive incident will lead to detention of driver and debar the particular truck from entering the Manoharpur Mine on the spot and banning of the driver.
(i) Trucks used for coal transportation should have proper tarpaulin covers from Manoharpur Mine till the railway Siding.
(j) No overtaking of vehicles shall be permitted inside Manoharpur Mine premises.
(k) The deployed Coal trucks must have reverse alarm with light without which it will not be allowed to enter the Manoharpur mine.
(l) Any non-compliance to above, penalty will be imposed as per road safety policy. The Service Provider / Transporter must have to follow OCPL's ROAD SAFETY POLICY. In case it is found that there is a deviation with the above safety norms by the Service Provider then OCPL has right to put the trucks at banned list and impose reasonable Penalty as decided by management.

14.10. Quantity & Quality Reconciliation and Material Balancing

14.9.1. Core Weighment & Verification Milestones

(i) **Initial Weight:** The weight recorded at the Owner's automated loading weighbridge at Manoharpur mine shall serve as the official initial dispatched quantity.

(ii) **Intermediate Verification:** Weighment at Railway Siding shall be undertaken by the Service Provider and will be used for internal road-transit tracking.

(iii) **Final Commercial Settlement:** The net weight and grade verified at the Consumer's receiving infrastructure shall serve as the final, absolute benchmark for transport payment, commercial accounting, and liquidated damages calculation or adjustment as per the Contract.

14.9.2. Monthly Quantity Reconciliation Formula

(i) **Reconciliation Frequency:** Physical and commercial quantity reconciliation shall be executed in the following manner:

a. The provisional quantity reconciliation between the weight of Coal provided for delivery at Manoharpur Mine and the weight of coal delivered at NTPC, shall be done on a **monthly calendar basis**
b. The final quantity reconciliation shall be done on Annual basis
c. The reconciliation shall be done through a joint committee of the Owner and the Transporter.

(ii) **Permissible Lower-Side Deviation:** A maximum transit loss tolerance of **0.5%** of the quantity provided for delivery at the Manoharpur Mine/dispatch end shall be allowed when the coal is weighed at the final delivery point. Any shortage exceeding this 0.5% threshold at the final delivery point shall be recovered from the Transporter at the full landed cost (except the railway freight) of the shortfall quantity of coal, as specified in S. No. 1 of Schedule A.

(iii) **Material Balance Accounting Equation:** To account for time-lags, active stockpiles, or split dispatches between road-transit and rail-loading, the definitive monthly quantity reconciliation shall be governed by the following mathematical formula:

Monthly Coal Dispatched from OCPL end = {Net Coal Dispatched via Rail (As per weighment at Consumer) + (Audited Closing Balance Stock remaining at Railway Siding at the end of the Month) plus the transit loss (if any) as allowed under this contract

(iv) **Mandatory Siding Stock Verification:** To validate the accuracy of the accounting equation, the "Closing Balance Stock" at Railway Siding to be physically surveyed and jointly certified by both Parties at the end of every operational month.

(v) **Baseline GL Survey Requirement:** To ensure complete volumetric accuracy, **a baseline Ground Level (GL) survey of the Railway Siding yard to be jointly executed and officially recorded by the Service Provider in writing before the commencement of any coal dispatches**

under this Agreement. No coal shall be dumped or stockpiled at the ACBIL Railway Siding until this baseline GL profile is formally signed off by both Parties.

14.11. Diesel Escalation:

Revised Rate (₹/Tonne) = Original Rate agreed in the Agreement + 0.25 x (X – Y), where X = Revised average price of diesel per litre as per nearest PSU Diesel Outlet Pump (e.g. IOCL/HPCL/BPCL etc.) for the period and Y = Base Price of Diesel as on the contract execution date

The diesel price variation may be applied on monthly basis

14.12. Operational Readiness and Resource Deployment:

The Service Provider shall, throughout the Term, maintain adequate operational readiness and deploy sufficient manpower, equipment, infrastructure and support facilities necessary for uninterrupted execution of the Services and achievement of the Scheduled Quantity under this Agreement.

Without prejudice to the generality of the foregoing, the Service Provider shall ensure availability of:

(i) Adequate number of transport vehicles for evacuation of coal from Manoharpur Mine;
(ii) Sufficient payloaders, excavators, loaders, weighment facilities and allied equipment required for receipt, handling, stacking, rehandling and loading operations;
(iii) Adequate supervisory, technical and operational personnel at the Manoharpur Mine, relevant siding(s) and other operational locations;
(iv) Sufficient stockyard space, handling facilities and supporting infrastructure for storage and management of coal;
(v) Adequate arrangements for wagon loading, rake handling and dispatch operations;
(vi) Necessary communication systems, documentation support and coordination personnel for liaison with Railways, NTPC and OCPL.

The Service Provider shall ensure readiness of manpower, equipment, siding infrastructure and stock handling facilities to load and dispatch all rakes allotted against the indent programme and shall deploy all reasonable efforts, including continuous liaison with Railways' authorities, to facilitate availability of sufficient rakes for evacuation of the scheduled quantity.

14.13. Weighment of Rakes:

(i) The Transporter should deploy adequate number of supervisors at the loading site to monitor the complete process from the start of coal loading into wagon at the relevant siding(s), payment of Railways freight, until the release of rake after weighment.
(ii) Transporter will supervise the loading of coal in wagons in proper quantity in such a way to avoid overloading / under-loading. Punitive charges for Over Loading (POL) shall be to the Transporter's account.
(iii) Backward movement for removing excess loading or idle freight are to be minimized, keeping in view that Railways revise permissible chargeable weight of wagons from time to time irrespective of the load capacity of wagons.
(iv) It shall be ensured that the wagons are not over loaded. In the event the wagons are over loaded and the Railways levy any penal freight for the overloaded wagons, it shall be deducted from the payments to the Transporter and OCPL shall not be liable in any manner for penalties/demurrages/levy imposed by Railways, whatsoever, for the same.

(v) It shall be ensured that the wagons are not under loaded. In case of under loading of the coal the loss is to borne by the Transporter.
(vi) Transporter shall ensure that all wagons dispatched to NTPC are weighed at loading point's weighbridge and print out is available for such weighments. A copy of the printout and RR along with OCPL'S invoice is to be sent to NTPC in advance.
(vii) The Transporter shall coordinate and ensure the healthiness of weighbridges.
(viii) The Transporter should ensure that the rakes are not weighed by weigh bridges whose performance is not satisfactory or whose calibration certificate has expired.
(ix) In case of un-weighed wagons, the same shall be reported by the Transporter to NTPC and OCPL immediately.
(x) The Transporter should closely monitor the healthiness of the weighbridges and the various activities on weighbridges.
(xi) The Transporter should ensure that the weighbridges are as per the standards prescribed by the Research Designs and Standards Organisation (RDSO) of Ministry of Railways. If any deviation from RDSO standards is observed, the same should be brought into the notice of OCPL by the Transporter at the earliest.

14.14. Quantity Assurance:

(i) The prime responsibility of the Transporter is to ensure that the quantity of coal billed by OCPL is received by NTPC, except for to the extent of permissible handling loss of coal.
(ii) The Transporter shall co-ordinate with OCPL and ensure the correctness of the quantity of Coal loaded into each rake at loading points as per RR and should ensure that the same quantity of Coal is delivered to NTPC.
(iii) In case any rake is not weighed at unloading point, then the RR weight shall be considered as the basis for weighment of such un-weighed rake. In case any wagon is not weighed then the weight of the wagon in the particular RR shall be considered.

14.15. Loss During Transportation:

The Transporter should monitor the route of the rake movement. The Transporter should identify the critical locations where such theft may occur. If any theft is observed, the same should be eliminated with the help of local administration and Railways. If required, the Transporter should deploy his work force with the rake to prevent any pilferage in transit. Transporter will coordinate with Railways and make effort to avoid rake diversion. Any recovery to this effect shall be as per Clause no. 14.20.

14.16. Quality Assurance:

The Transporter shall:

(i) Ensure proper handling, storage and transportation of coal to prevent grade deterioration, contamination, excess moisture addition, mixing with foreign material, size degradation or stone/shale contamination at any stage.
(ii) Facilitate sampling and testing operations at loading end (siding) as required by OCPL, NTPC or third-party agencies engaged by the Owner.
(iii) Witness quality testing and sampling at NTPC plant end and share reports with OCPL.
(iv) Witness the quality testing and sampling at Manoharpur Mine end.
(v) Witness quality testing and sampling at NTPC plant end and share reports with OCPL promptly, and in any case within 24 hours of receipt of results. The Transporter shall assist fully in third-party sampling procedures and quality reconciliation processes. The Transporter shall not obstruct, delay or interfere with any sampling or testing activity. OCPL will provide all required authorization to the Transporter for witnessing such quality testing process at NTPC plant end.
(vi) If the GCV (eq)/quality of coal grade as tested at Manoharpur Mine end (or as per dispatch records of OCPL) is found to be higher than the GCV (eq)/quality tested at

NTPC plant end i.e., the GCV at NTPC plant end is not within the GCV range of 3101 – 3400 Kcal/Kg, and such differential is within the operational scope of the Transporter, the differential commercial impact shall be adjusted on a monthly basis from the amounts payable to the Transporter:

In the event that the weighted average GCV of coal supplied in a calendar month to a NTPC plant, determined through the third-party sampling agency at the delivery point, deviates from the specified declared grade GCV (3101 to 3400 kCal/kg), the coal bills for such calendar month for that NTPC plant shall be subject to adjustment based on the weighted average analysed GCV of coal.

Within 5 days from receipt of quality results of the coal delivered at NTPC end from the third-party sampling agency for a calendar month, OCPL shall raise a credit or debit note, as the case may be, for the differential "As delivered coal value (including all costs and statutory charges, excluding Railways freight cost)" for the applicable month, with the adjusted "As delivered coal value (including all costs, statutory charges, excluding Railways freight cost)" to be calculated as below:

Recovery from the Transporter =1.5 x [Landed Coal Value at Declared GCV – Adjusted Landed Coal Value at Analysed GCV],

where: *Adjusted Landed Coal Value = Landed Coal Value at Declared GCV × Analysed GCV ÷ Declared GCV*

*In case Weighted average GCV of a calendar month for a power station is more than 3400, the 'Declared GCV' for the above purpose shall be 3400 kCal/kg

*In case Weighted average GCV of a calendar month for a power station is less than or equal to 3100, the 'Declared GCV' for the above purpose shall be 3100 kCal/kg

* The above calculation/formula shall be triggered, if the GCV (eq)/quality of coal grade as tested at mine end not within the GCV range of 3101 – 3400 Kcal/Kg.

For avoidance of doubt, it is clarified that, the consideration of weighted average GCV of a calendar month and adjustment of coal bills through credit / debit note(s) thereto, if any shall be carried out for each power station, separately and shall not be on consolidated basis. In case of any revision of wt. avg. GCV for a month/ station as per Referee analysis of any rake sample, further adjustment shall be carried out in similar manner, as above.

It is further clarified that the if the coal quality tested at the Manoharpur Mine end is below the grade range of 3101 – 3400 Kcal/kg, any penalty towards coal quality to that effect shall not be passed on to the Transporter.

(vii) The Transporter shall depute a representative to witness third-party sampling at NTPC end for every rake; failure to do so shall disentitle the Transporter from disputing that quality result of the rack. OCPL shall communicate any amount recoverable by OCPL from the Transporter due to any shortfall in agreed quantity or quality by issuing a debit note to the Transporter within 15 days of receipt of results of third-party sampling; amounts mentioned in the debit note shall be recovered from the next running bill.

(viii) Tripartite sampling at delivery/unloading end (NTPC's end): As the designated representative of OCPL, the Transporter shall participate in the tripartite quality sampling and testing arrangement established between NTPC, OCPL, and the NTPC-appointed sampling agency. The Transporter must ensure an authorised representative is present at all times during the sampling, testing, and sealing of samples at the NTPC

plant. Any results arising from a sampling exercise conducted in the absence of the Transporter representative shall be final and binding, and the Transporter shall waive its right to dispute such results.

(ix) Tripartite sampling at Manoharpur Mine/dispatch end (OCPL's end): OCPL shall appoint a third-party testing agency for sampling and testing of coal at the dispatch/loading point at Manoharpur Mine. The Transporter shall ensure its authorised representative witnesses all sampling, testing, sealing and documentation at the Manoharpur Mine end. The Manoharpur Mine-end quality results so established shall serve as the benchmark for determining attribution of any quality deviation detected at NTPC delivery end, as set out in the quality guarantee provision at sub-clause (vi) of this clause.

14.17. Railway Freight:

Railway freight payable to Railways for transportation of coal from the Railway Siding to NTPC power plants shall be borne directly by NTPC and shall not form part of scope of the Transporter or billing under this arrangement.

14.18. Minimum Quantity:

OCPL is not obligated to provide any minimum quantity of coal to be available for dispatch. However, OCPL shall attempt to maintain dispatch of minimum 2 to maximum 5 rakes per day on a best-effort basis, subject to rake availability as per Railways and mine dispatch programme. Seven days prior to the commencement of the month, Monthly Scheduled Quantity will be communicated to the Service Provider / Transporter by the Owner.

14.19. Right of Recovery:

OCPL shall have the right to recover any penalties, losses, damages, railway charges or liabilities solely attributable to and payable by the Transporter under this Arrangement from: Running bills payable to the Transporter, Performance Security Bank Guarantee, and any other amount payable by OCPL to the Transporter.

14.20. Remedies Matrix:

Schedule A below sets out the remedies available to OCPL for failure of the Transporter to perform its obligations under the Contract, in addition to those set out in the Agreement elsewhere, and not in substitution for, any other contractual or statutory remedies available to OCPL under the Contract.

Schedule A – Service Levels and Remedy Provisions

Sl. No.	Event / Default	Responsibility of the Transporter	Remedy available to OCPL
1	Failure to meet the Monthly Scheduled Quantity for reasons attributable to the Transporter	The Transporter shall ensure to meet the monthly scheduled quantity	In case of failure to meet the Monthly Scheduled Quantity, a penalty of Rs. 100/T (Rupees One Hundreds per Ton) will be levied to the Service Provider / Transporter for monthly shortfall quantity.
2	Shortfall in quantity over 0.5% between Mine Dispatch and NTPC Delivery Point attributable to handling/loading/storage by the Transporter	Proper handling, loading and weighment throughout the supply chain	Differential quantity loss recoverable from the Transporter by OCPL at prevailing landed coal value (excluding railway freight)

Sl. No.	Event / Default	Responsibility of the Transporter	Remedy available to OCPL
3	Underloading / Idle Freight (IF)/Dead Freight (RR weight vs Chargeable weight) charges levied by Railways	Proper wagon loading as per Railways' norms within permissible free time	Full recovery on actual basis by OCPL from the Transporter
4	Overloading / Punitive Overloading (POL) charges levied by Railways	Loading within permissible carrying capacity of each wagon	Full recovery on actual basis by OCPL from the Transporter. In case of punitive overloading, normal freight will be borne by OCPL and the punitive component will be borne by the Transporter.
5	Demurrage / Detention / Wharfage / Stabling / Shunting charges attributable to siding operations	Timely rake handling, placement and release	Full recovery on actual basis from the Transporter
6	Quality deterioration at NTPC delivery point (GCV reduction, contamination, excess moisture, stone/shale) attributable to handling/storage by the Transporter, triggering quality adjustment under the agreement between NTPC and OCPL	Maintain coal quality throughout storage, handling and loading; depute representative for third-party sampling at NTPC end	Differential commercial loss recoverable as per sub-clause vi of the clause on "Quality Assurance".
7	Excess surface moisture due to improper storage / non-covering during monsoon	Tarpaulin covering, of trucks being transporting coal from Manoharpur Mine to the Railway Siding for weather protection measures	Credit/debit impact imposed by NTPC shall be recoverable by OCPL on actual basis from the Transporter
8	Non-compliance with Railways' operational norms	Compliance with all Railways' rules and procedures	All fines, expenses and losses shall be recoverable by OCPL from the Transporter
9	Safety violation by the Transporter or the personnel / transporters / transporters of the Transporter	Compliance with OCPL's, DGMS' and Railways' safety norms	OCPL may levy damages on the Transporter. Any fines imposed by OCPL and/or by any governmental or statutory authority on OCPL or NTPC shall be recoverable from the Transporter
10	Environmental non-compliance during handling/loading/transportation	Compliance with all applicable environmental norms	Any fines imposed by a statutory or governmental authority is recoverable from the Transporter
11	Delay in loading/release of rake beyond free time allowed by Railways	Timely rake operations within free time	Actual railway demurrage recoverable from the Transporter

Sl. No.	Event / Default	Responsibility of the Transporter	Remedy available to OCPL
12	Third-party claims arising due to logistics operations by the Transporter	Full responsibility for all acts/omissions of the Transporter, its sub-transporters and transporters	Full indemnification to OCPL against all claims, losses and expenses
13	Repeated operational failure leading to disruption of coal supply to NTPC for reasons solely attributable to the Transporter	Maintain agreed service levels consistently	OCPL may suspend operations with notice of 1 month, and recover all losses and expenses from the Transporter and invoke the PBG if OCPL deems fit.
14	Stock at siding exceeding 50,000 MT cap	Maintain stock within permitted levels	OCPL may direct the Transporter to accelerate dispatch, failing which any charges or expenses related to demurrage/rental for any excess stock shall be borne by the Transporter.

14.21. <u>Back-to-Back Liability Clauses:</u>

(i) **Back-to-Back Operational Liability:**

OCPL has entered into a coal supply arrangement with NTPC Limited on FOR Destination basis and accordingly the Transporter shall perform all logistics, handling, loading, railway coordination and related services in a manner fully consistent with obligations of OCPL towards NTPC. The Agreement executed between OCPL and NTPC Ltd. shall be part of the contract with the Transporter as an indication for relevant provisions applicable to transportation of coal.

It is clarified that any financial impact imposed by NTPC, railway liabilities, quantity/weighment liability and quality protection liability pertaining to the coal transportation shall be recovered from the Transporter along with overheads.

(ii) **Monsoon Protection:**

The Transporter shall ensure proper protection of stockyard coal during monsoon and adverse weather conditions, in compliance with environmental requirements. Any loss, moisture penalty or quality deduction arising due to non-compliance by the Transporter shall be borne entirely by the Transporter.

Further, Coal being transported from Manoharpur Mine shall be properly covered with tarpaulin cloth or as per requirement and mandates of State Government or appropriate governmental authority.

14.22. <u>Limitation of Liability:</u>

Neither Party shall be liable to any claim for indirect or consequential losses including but not limited to any loss of profit, loss of goodwill or loss of business etc., whether actual or prospective, except that the aforesaid limitation shall not apply to the penalties, damages

and compensation payable by the Service Provider in terms of the Contract, which losses shall be considered as losses in the contemplation of the Parties.

14.23. <u>Safety, Accident Liability, and Indemnification:</u>

(i) **Single-Point Accident Responsibility & Liability Exclusion:**

If any accident occurs inside the Manoharpur mine, along the road, at the Railway Siding, or during rail transport to NTPC, due to any negligent act solely attributable to the Transporter, then the Transporter is completely responsible for all operational and legal consequences. This multi-mode system accident liability belongs entirely to the Transporter. For absolute clarity, third-party losses or injuries are not covered by the Owner or the Consumer, and neither shall entertain any third-party claims or compensation demands.

(ii) **Absolute Legal Indemnification of Owner and Consumer:**

The Transporter hereby unconditionally indemnifies, defends, and holds harmless both the Owner and the Consumer, as well as their respective directors, managements, and employees, from any and all liability, damages, claims, litigations, police cases, labour court disputes, or statutory penalties raised by third parties or regulatory bodies or suffered by the Owner and/or the Consumer due to such accidents. The Transporter shall resolve all legal, police, and local community issues at its own cost and expense without requiring the Owner or the Consumer to be party to or involved in such dispute.

(iii) **Transporter's Internal Asset & Workforce Losses:**

The Transporter shall independently bear all financial and operational losses related to its own assets and crew. The Owner and the Consumer shall have zero liability for:

(a) Damage, destruction, or total loss of the Transporter's vehicles, tippers, or rail-loading machinery.
(b) Medical expenses, statutory compensation, or ex-gratia payments due to injury or death of the Transporter's workforce, including drivers, cleaners, operators, or supervisors.

(iv) **Delivery Continuity & Cargo Recovery Protocol:**

(a) **Alternative Fleet Deployment:** An accident shall not be accepted as a reason for operational delay or disruption. In the event of a vehicle breakdown or accident along the route, the Transporter must immediately arrange for alternative vehicles at its own cost to salvage and transport the coal to ensure delivery continuity.

(b) **Liability for Lost Cargo:** The Transporter shall bear the full cost of any coal lost, spilled, or pilfered due to an accident.

(c) **Automatic Financial Recovery:** Any such volumetric coal loss shall be automatically accounted for and recovered during the monthly quantity reconciliation as per sub-clause (c) (*Material Balance Accounting Equation*) of the Clause on Monthly Quantity Reconciliation Formula, where the shortfall will be billed to the Transporter at the full landed cost of the coal.

(v) **Mandatory One-Hour Accident Notification Window:**

In the event of any accident, near-miss incident, or property damage occurring within the Manoharpur mine premises, the road transit route, or the Railway Siding or during rail

transport to NTPC, the Transporter must notify the Owner's Engineer-in-Charge and the Owner's Safety Officer within one (01) hour of the occurrence. Failure to report an incident within this strict timeline will be treated as a material breach of the Contract.

(vi) **Collaboration with Safety Committees:**

Following any reported accident or near-miss event, the Transporter shall actively assist and cooperate with the Owner's Safety Committee for the formal evaluation of the accident. The Transporter must provide all requested fleet telemetry data, GPS tracking charts, driver logs, and eyewitness testimonies to assist the committee in drafting official investigation reports and keeping accurate corporate safety records.

(vii) The Transporter and its personnel shall abide by Safety, Health & Environment (SHE) Rules and Regulations existing in force. Any violation in the safety rules shall be viewed seriously and agency shall be penalized as per OCPL Safety Rules.

14.24. <u>Mandatory Statutory & Regulatory Compliance:</u>

(i) **Mining and Logistics Statutory Compliance:**

The Transporter must strictly comply with all applicable laws including Central, State, and local mining laws, rules, and statutory amendments applicable to the transport of coal from the Manoharpur Mine to NTPC. The Transporter is completely responsible for ensuring that:

(a) **Valid Transit Permits:** Every coal truck leaving the Manoharpur Mine premises must carry a valid, digitally generated transit pass **(Form-M/e-challan)** issued by Owner.

(b) **Mineral Transit Rules:** All operations must strictly follow the Odisha Minerals (Prevention of Theft, Smuggling & Illegal Mining and Regulation of Transit) Rules, 2007.

(c) **Overloading Prohibitions:** Vehicles must strictly adhere to the safe carrying capacity limits defined by the Motor Vehicles Act, 1988 and subsequent Supreme Court mandates. Any overloading fine or vehicle seizure by state authorities or any governmental authority is the sole financial responsibility of the Transporter.

(ii) **Labour Laws and Industrial Relations Compliance:**

The Transporter shall act as the sole employer for all drivers, helpers, siding operators, and supervisors deployed by the Transporter under the Contract. The Transporter must strictly comply with all Indian labour applicable laws relating to labour, employment, social security and occupational health and safety, including the Code on Occupational Safety, Health and Working Conditions, 2020, the Code on Social Security, 2020, the Code on Wages, 2019, the Employees' Compensation Act, 1923, and the corresponding predecessor enactments, to the extent applicable, and shall, *inter alia*:

(a) obtain and maintain all registrations, licences and approvals required under Applicable Law, including any licence required for engagement of contract labour under the Code on Occupational Safety, Health and Working Conditions, 2020;

(b) obtain and maintain an independent registration under the Code on Social Security, 2020 (or the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, as applicable), and ensure timely payment of all provident fund, pension and other applicable social security contributions in respect of its personnel;

(c) provide all statutory social security and employment-related benefits, including Employees' State Insurance (where applicable), Employees' Compensation and medical benefits, in accordance with the Code on Social Security, 2020 and other Applicable Laws; and

(d) ensure that all personnel engaged under this Agreement are paid wages and other statutory entitlements in accordance with the Code on Wages, 2019 (or the Minimum Wages Act, 1948). The Transporter must ensure that all workers are paid wages that are equal to or higher than the minimum wage rates declared by the Government of Odisha. Payments must be processed digitally through bank transfers, and monthly compliance challans must be submitted alongside the commercial invoices.

(iii) **Environmental Laws & Pollution Control Compliance:**

The Transporter must execute all road-and-rail movements in strict compliance with the Air (Prevention and Control of Pollution) Act, 1981, the Water (Prevention and Control of Pollution) Act, 1974, and the environmental clearance guidelines issued under applicable laws or by the Owner.

(a) **OSPCB Guidelines:** The Transporter must strictly implement all dust-suppression and mitigation mandates directed by the Odisha State Pollution Control Board (OSPCB).

(b) **Green Corridor Cleanliness:** The Transporter shall be held financially and legally liable for any environmental degradation, coal dust emissions, or black-water runoff caused by road spillage or poor stockpile management at the Railway Siding.

(iv) **Taxation, GST, and Financial Compliance:**

The Transporter must maintain clear accounting records and strictly comply with the dynamic tax frameworks of India:

(a) **GST Compliance:** The Transporter must be registered under the Central Goods and Services Tax (CGST) and Odisha Goods and Services Tax (OGST) acts. Invoices must clearly show the valid GSTIN, HSN/SAC codes, and tax breakdowns.

(b) **TDS Frameworks:** The Owner will deduct Tax Deducted at Source (TDS) under Section 194C of the Income Tax Act and applicable GST rules before releasing payments.

(c) **Indemnity Against Tax Defaults:** If the Owner loses Input Tax Credit (ITC) because the Transporter files late or fails to deposit GST collected from the Owner, the Transporter must instantly reimburse the Owner for that financial loss.

(v) **Anti-Corruption and Integrity Pact:**

The Transporter must strictly comply with the Prevention of Corruption Act, 1988. The Transporter certifies that it has not entered, and will not enter, into any hidden commercial agreements, cartels, or corrupt understandings with transit authorities, or consumer representatives to manipulate weighment, degrade coal quality, or artificially inflate operational costs under this Agreement. Any breach of this integrity standard will trigger termination.

(vi) **Indemnity:**

The Transporter assumes responsibility for and shall indemnify, defend, and hold harmless OCPL (and its directors, officers, and employees) against all claims, liabilities, losses, damages, penalties, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are, or may be required with respect to any breach of the Transporter's obligations under the Contract, or in respect of all salaries, wages or statutory dues or any other compensation or dues of whatsoever, nature of all persons employed by the Transporter in connection with performance of the Scope of the contract and also including any claims, deductions, or levies made by NTPC against OCPL under their agreement, arising out of or resulting from the Transporter's: (a) breach of this Agreement; (b) failure to deliver the scheduled quantities; (c) statutory non-compliance; or (d) acts or omissions causing damage to property or injury to persons. Owner shall allow the Contractor to take sole control of the defense of such claims. The Contractor shall execute and deliver such other further instruments as may be necessary to comply with all the requirements of such laws and regulations as may be necessary there under to confirm and effectuate the Contract and to fully protect and indemnify the Owner. The Contractor shall not indemnify Owner to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by the sole fault of the Owner. The Owner shall not be in any way held responsible for any accident or damages incurred or claims arising there from during discharge of the obligations by Contractor under this Contract.

(vii) **Title and Risk:**

Notwithstanding anything contained elsewhere in this Agreement, the title in respect of the coal will remain with the Owner. However, the Transporter is responsible for risk of loss, care, custody, control, safekeeping, damage or protection of the coal being transported during the Multi-Modal Operations.

(viii) **Assignment and Subcontracting:**

The Transporter shall not assign, transfer, novate or otherwise dispose of any of its rights or obligations under the Contract without the prior written consent of the Owner.

No subcontracting of any material part of the Multi-Modal Operations shall be undertaken without prior written approval of the Owner. Approval of any subcontractor shall not relieve the Transporter of any responsibility under the Contract, and the Transporter shall remain fully liable for all acts, omissions and defaults of its subcontractors, agents and personnel.

If at any stage of the work, it is found that the work has been sublet without permission from the competent authority of OCPL, the owner reserves the right to terminate the contract without serving any notice.

(ix) **Survival:**

The provisions relating to indemnities, limitation of liability, dispute resolution, governing law, Performance Security and any other provisions which by their nature are intended to survive this Agreement shall continue in full force and effect beyond the expiry or termination of this Agreement.

14.25. <u>Verification of Work:</u>

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

14.26. Submission of Bill:

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

14.27. Statutory deductions:

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

14.28. Authorized Representative:

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

14.29. Termination:

(i) **Termination for Default:**
If the Transporter commits a material breach of any obligations under the Contract, including breach of representations, warranties or applicable law or in case of non/under performance by the Transporter, OCPL may, upon issuing a 7-day written cure notice, terminate the Contract. Upon such termination, OCPL shall be entitled to forfeit the Transporter's Performance Security in full. Owner shall have the right to assign the balance scope of work to any other party at the Agency's risk and cost subject to the limitations of this Contract. Any additional costs incurred by OCPL for such completion of the balance scope of work, shall be recovered from the Performance Security or any other dues under this Contract.

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

Upon expiry of the Contract or termination:

(a) the Owner shall pay the Transporter for all coal which was delivered to and accepted by NTPC as of the date of termination in accordance with the Contract, less any amounts payable by the Transporter to the Owner in terms of the Contract.

The Transporter shall continue to be liable for all its surviving obligations under the Contract for the coal which has been dispatched from the Manoharpur Mine.

14.30. Force Majeure:

Any delays in or failure of performance by Owner or Agency, other than payment of money, shall not constitute default hereunder unless such delays or failures of performance are caused by occurrences beyond the control of Owner or Agency, as the case may be, including, but not limited to, acts of God or the public enemy, expropriation or confiscation of facilities, compliance with any order or request of any governmental authority, unreasonable delay or non-receipt of any applicable prior statutory/regulatory approval from statutory/government authority for the work, act of war, acts of terrorism, rebellion or sabotage or damage resulting there from, fires, floods, explosion, accidents, riots or strikes or other concerted acts of workmen, whether direct or indirect, or any causes, whether or not of the same class or kind as those specifically above named, which are not

within the control of Owner or Agency respectively, and which by the exercise of reasonable diligence, Owner or Agency are unable to prevent. However, neither party can claim force majeure unless it provides not less than 7 days' prior written notice of such event to the other party. In the event force majeure continues beyond 30 days, the parties shall mutually close the contract without any liability on either side.

14.31. Notices:

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

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

14.32. Dispute resolution, Arbitration and Jurisdiction of Court:

(i) Any dispute or difference arising out of this Agreement shall be mutually settled. CEO, OCPL is the final authority to decide upon the dispute. Any dispute arising out of this Agreement that cannot be resolved amicably within 30 days shall be referred to binding arbitration under the Arbitration and Conciliation Act, 1996 as follows: The arbitration shall be conducted by a Sole Arbitrator appointed on mutual consent of both the Parties and upon failure of the Parties to agree upon a sole arbitrator, such sole arbitrator to be appointed as per Arbitration and Conciliation Act, 1996.

(a) The legal seat and venue of the arbitration shall strictly be **Bhubaneswar, Odisha**, and proceedings shall be conducted in English.
(b) The award passed by the arbitrator shall be final and binding on the Parties, and capable of being enforced in accordance with its terms in any court of competent jurisdiction.
(c) Each Party shall bear and pay its own costs, expenses, fee, disbursements and other charges of its counsel, in connection with the arbitration proceedings except as may be otherwise determined by the arbitrators.

(ii) **Governing Law and Exclusive Jurisdiction**

This Agreement shall be governed by and construed in accordance with the substantive laws of India. Subject to the arbitration framework above, the civil courts at **Bhubaneswar/Cuttack, Odisha** shall exercise exclusive territorial jurisdiction over any legal matters arising from this Agreement.

(iii) **Severability**

If an arbitral tribunal or court finds any specific clause of this contract invalid, illegal, or unenforceable, that specific provision shall be separated from the contract. The remaining clauses of this Agreement shall continue in full force and effect.

(iv) **Order of Precedence Clause**

In the event of any ambiguity or contradiction between the main body of the Contract and its Penalty Matrix, the terms of the Penalty Matrix shall prevail.

ANNEXURE-A

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

To Date:

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

Sub: "Providing Integrated Coal Logistics Services for Transportation of 2.25 Million Tonne of Coal from Manoharpur Coal Mine to different Power Plants of NTPC Ltd. on FOR-Destination Basis".

Dear Sir,

CONFIRMATIONS AND DECLARATIONS

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

Number _____ Dated _____
Number _____ Dated _____
Number _____ Dated _____
Number _____ Dated _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ANNEXURE-B

PERFORMANCE SECURITY

(Bank Guarantee for Performance Security)

FORM OF PERFORMANCE SECURITY GUARANTEE ("SECURITY")

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

IN FAVOUR OF

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

WHEREAS

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

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

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

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

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

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

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

by the Owner against the Bank provided that such claims taken together shall not exceed the Guaranteed Amount.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. This Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon.

No failure or delay on the part of the Owner in exercising any right, power or privilege hereunder and no course of dealing between the Owner and the Bank, or the Service Provider, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

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

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

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

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

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

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

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

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

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

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

ANNEXURE-C

PERFORMANCE SECURITY

(Insurance Surety Bond for Performance Security)

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

Insurance Surety Bond No. .....

Date.....

To,

[Employer's Name & Address]

Dear Sirs,

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

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

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Contractor for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, The Employer shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer

and the Contractor or any other course or remedy or security available to the Employer. The Insurer shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

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

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

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

WITNESS :

1..... .....

(Signature) (Signature)

....

(Name) (Name)

....

(Official Address) (Designation with Insurer Stamp)

Authorised Vide Power of

Attorney No.....

Date.....

2. .....

(Signature)

.....

(Name)

.....

(Official Address)

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

(@) This date will be ninety (90) days beyond the Defect liability period as specified in the Contract.

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

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

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

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

Table of Enclosures:

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

APPENDIX-1

Date:

To,

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

Dear Sir,

Sub: "Providing Integrated Coal Logistics Services for Transportation of 2.25 Million Tonne of Coal from Manoharpur Coal Mine to different Power Plants of NTPC Ltd. on FOR-Destination Basis"

Bid Security:

Enclosed is the Bid Security in the form of Insurance Security Bond/ Account Payee Demand Draft No. _____dated_____/Fixed Deposit Receipt/Bank Guarantee (including e-Bank Guarantee issued by _____ Bank, _____ Branch or online payment No. _____dated _____for amount of Rs- (Rupees Only)", in favor of "Odisha Coal and Power Limited", meeting the requirement of Request For Proposal (RFP) **14/10/2026** issued by OCPL.

SIGNATURES

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

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

APPENDIX-2

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

Format of the Board Resolution for the Bidder

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

RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded for placing the Bid against the Request for Proposal (RFP) dated **14/10/2026**, as amended from time to time, issued by Odisha Coal And Power Limited ("OCPL") for **"Providing Integrated Coal Logistics Services for Transportation of 2.25 Million Tonne of Coal from Manoharpur Coal Mine to different Power Plants of NTPC Ltd. on FOR-Destination Basis".**

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

Certified True Copy

Notes: -

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

APPENDIX - 3

FORMAT FOR POWER OF ATTORNEY

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

WHEREAS Odisha Coal and Power Limited ("OCPL") has issued Request for Proposal ("RFP") on **14/10/2026**, as amended from time to time, for inviting the bids in respect of **"Providing Integrated Coal Logistics Services for Transportation of 2.25 Million Tonne of Coal from Manoharpur Coal Mine to different Power Plants of NTPC Ltd. on FOR-Destination Basis"** ("Project").

Know all men by these presents, We…….. (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms…….. (name and residential address) who is presently employed with us and holding the position of …….. as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the Project envisaging "**Providing Integrated Coal Logistics Services for Transportation of 2.25 Million Tonne of Coal from Manoharpur Coal Mine to different Power Plants of NTPC Ltd. on FOR-Destination Basis".** including signing and submission of all documents and providing information / Bids to Odisha Coal and Power Limited, representing us in all matters before Odisha Coal and Power Limited, and generally dealing with Odisha Coal and Power Limited in all matters in connection with our bid for the said Project.

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

For _____

Company Seal Accepted

…….. (Signature)

(Name, Title and Address of the Attorney)

APPENDIX - 4

FORMAT FOR TECHNICAL QUALIFICATION REQUIREMENT

[On the letter head of the Bidder]
(Refer paragraph 7 of the Covering Letter)
Date:

To,

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

Dear Sir,

Sub: Certification of the Technical Qualification Requirement with respect to Section 7 of the Request for Proposal (RFP) for "Providing Integrated Coal Logistics Services for Transportation of 2.25 Million Tonne of Coal from Manoharpur Coal Mine to different Power Plants of NTPC Ltd. on FOR-Destination Basis".

Dear Sir,

We are submitting a Proposal of the RFP.

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

i. The bidder must be a company/firm/ agency and in Coal Transportation business since last 7 years. JV or consortium shall not be allowed for this work. Experience of the bidder as a part of JV or consortium shall not be considered.

ii. During the preceding Seven (07) Years, till the date of Notice Inviting Tender, Bidders must have experience of works (includes completed/ ongoing) of similar nature amounting to **1.125 Million Tons** of coal in any year (consecutive 365 days) from a single contract.

   Similar Nature of Work: Transportation of Coal by Road or Road-cum-Rail mode including but not limited to unloading at siding, liasoning with Indian Railways for placement of rakes and loading of coal on to the rakes.

iii. The bidder shall either own an operational railway siding fulfilling all statutory requirements or the bidder must have tie up with any siding having such facilities.

iv. The firm must have valid GSTIN Regd Certificate & PAN.

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

vi. Contract Performance Security/ Bid Security of the Bidder for any work/tender must not have been forfeited during last Three (03) Years, till the date of Notice Inviting Tender.

Documents to be submitted:

- Copy of GSTIN Regd Certificate and PAN needs to be submitted along with Techno-Commercial Bid.

- Copies of work order and completion certificate issued by the clients to the bidder in support of the above qualification requirement. Only relevant work order having required order quantity as mentioned above along with completion certificate shall be acceptable.
- In case of ongoing assignments, details of volume of work executed by the transporter is to be submitted. The volume of work executed must be certified by the clients.
- Proof of ownership of Railway Siding/tie up with the Railway Siding conforming to the requirements of Clause no. 7.1.iii above.
- Legal status of the bidder: Anyone of the following documents can be accepted:
    - Registration certificate of the company.
    - Memorandum & Article of Association with certificate of incorporation containing of name of bidder.
    - Partnership deed containing name of partners.
- Affidavit in standard format confirming that the bidder is not blacklisted by Government of India or any of the State Governments within India or any of its Departments, authority or agency.
- Affidavit in standard format confirming that Contract Performance Security/ Bid Security of the Bidder for any work/tender must not have been forfeited during last Three (03) Years, till the date of Notice Inviting Tender.

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

Thanking you,

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

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

APPENDIX - 5

FORMAT FOR FINANCIAL QUALIFICATION REQUIREMENT

[On the letter head of Bidder]

Date:

To,

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

Dear Sir,

Sub: Certification of the Financial Qualification Requirement with respect to Section 7 of the Request for Proposal (RFP) for Providing Integrated Coal Logistics Services for Transportation of 2.25 Million Tonne of Coal from Manoharpur Coal Mine to different Power Plants of NTPC Ltd. on FOR-Destination Basis.

Dear Sir,

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

(i) Annual Turnover

Average Annual financial turnover during the 3 (three) financial years as chosen by the Bidder from the 4 (four) immediately preceding completed financial years as on date of invitation of Bids shall be minimum of **Rs. 60 Cr. (Rupees Sixty Crore only).**

Turnover (Rs.)			
FY 2025-26	**FY 2024-25**	**FY 2023-24**	**FY 2022-23**
Average Annual Turn Over for the Chosen Three (03) Financial Years: Rs. _____ Only.			

(ii) Working Capital

The bidder must possess at least Rs. 25.00 Cr of Working Capital inclusive of access to lines of credit to meet the requirement.

(iii) Net Worth

The Net Worth of the Bidder firm should Rs. 35 Cr as on 31st March 2026.

Notes:

1. The Years indicated are Financial Years.
2. The Bidder shall submit the Audited Annual Report enclosing detailed financial statement, for the relevant Years;

3. Along with the above, in separate sheets, details of computation of the Annual Turnover, Working Capital inclusive of access to lines of credit to meet the requirement and Net Worth shall be provided by the Bidder, duly certified by Chartered Accountant.

Thanking you,

For [Insert name of Bidder]

(Please affix the company seal of the Bidder)

APPENDIX-6

ANTI-PROFITEERING DECLARATON FORMAT

To whomsoever it may concern.

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

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

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

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

Date:_____

Place:_____

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

APPENDIX-7

BID SECURITY
(Bank Guarantee for Bid Security)

Guarantee No. [*insert*]

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

WHEREAS

A. Odisha Coal and Power Limited, a company incorporated under the (Indian) Companies Act, 2013, with its registered office at Zone-A, Fourth Floor, Fortune Towers, Chandrasekharpur-751023, Bhubaneswar, Odisha(hereinafter referred to as the "**Owner**", which expression shall include its successors and permitted assigns) invited bids for **"Providing Integrated Coal Logistics Services for Transportation of 2.25 Million Tonne of Coal from Manoharpur Coal Mine to different Power Plants of NTPC Ltd. on FOR-Destination Basis."** ("**Project**") and [*insert*], a company incorporated under the (Indian) Companies Act, 1956, with its registered office at [*insert*] (hereinafter referred to as the "**Bidder**", which expression shall include its successors) submitted its bid for executing the Works ("**Bid**").

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

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

NOW THE TERMS AND CONDITIONS of this Bid Security are:

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

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

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

3. This Bid Security shall be irrevocable and remain in full force for a period of Two hundred and ten days from the Bid Opening Date of Techno Commercial Bid i.e., from DD/MM/YYYY [Bid Opening Date of Techno Commercial Bid] to DD/MM/YYYY or such extended period as may be mutually agreed between the Owner and the Bidder, and

agreed to by the Bank, and shall continue to be enforceable till all amounts under this Bid Security have been paid.

4. The Bid Security shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

5. The Bank's obligations under this Bid Security for the Bid Security Amount is primary, independent and absolute and not by way of surety only.

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

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

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

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

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

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

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

is a party or by which it or any of its property or assets is bound; or (iii) violate any provision of the Bank's constituent documents;

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

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

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

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

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

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

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

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

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

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

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

15. This Bid Security shall be governed by and construed according to the laws for the time being in force in India and the Bank agrees to submit to the exclusive jurisdiction of the courts in India for the purposes of settling any disputes or differences which may arise out of or in connection with this Bid Security and for the purpose of enforcement under this Bid Security.

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

17. Notwithstanding anything contained herein,

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

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

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

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

[NAME OF BANK]

[Name]

[Designation]

APPENDIX-8

BID SECURITY
(Insurance Surety Bond for Bid Security)

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

Insurance Surety Bond No. .....

Date.....

To

Odisha Coal and Power Limited (OCPL),

Address:

Dear Sirs,

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

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

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

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

.....

(Signature)

.....

(Name)

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

P.T.O.

NOTE : 1. (*) The amount shall be as specified in the Bid Data Sheets.

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

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

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

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

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

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

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

Odisha Coal and Power Limited
OCPL

ANNEXURE-I

Un-Priced Bill of Quantities

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