



BID DOCUMENT

Name of the work:

“Impact Assessment Study of CSR Activities of OPGC (2019-20).”

| | |
|---|-----------------|
| Cover Page | 01 Page |
| Copy of NIT | 02 Pages |
| Bid Conditions including Instruction to Bidders | 06 Pages |
| Scope of Work | 07 Pages |
| General Conditions of Contract | 05 Pages |
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SAFE & CLEAN POWER IS OUR COMMITMENT

ODISHA POWER GENERATION CORPORATION LIMITED

**1b Thermal Power Station, Banaharpali, Jharsuguda – 768234
(ODISHA)**

Email: contract@opgc.co.in



ODISHA POWER GENERATION CORPORATION LIMITED
IB THERMAL POWER STATION
At/PO: BANHARPALI, DIST: JHARSUGUDA – 768 234 (ODISHA)

NOTICE INVITING TENDER

OPGC invites sealed bids from bona fide and financially sound Registered Agencies/Firms/Companies for execution of the following works for its thermal power plant at Banharpali:

WORKS TENDER (NIT No. ITPS/CC-22/2019-20/03, Date: 14th August, 2019) (Telephone; 06645-289-232/355/221/245; Email: bailochan.jena@opgc.co.in; satya.tarai@opgc.co.in; rabindra.panda@opgc.co.in)

| S/N | Name of the work | Tender cost | EMD (Rs.) | Contract Period | Bid Sale/ Issue date | Date of receipt & submission /Opening of Bid |
|-----|--|--------------------------|--------------------------|---------------------|----------------------|--|
| 1. | AOH of APH 2A, LHS Flue Gas Duct & APH 2B, RHS Flue Gas Duct, Gates of Unit-2 | Rs.5600/- including GST | 1% of total quoted price | As per Bid Document | 16.08.19 to 05.09.19 | Up to 15:00 Hrs on 06.09.2019/ 15:30 Hrs onwards on 06.09.2019 |
| 2. | Insulation Repair on ID Fan Outlet to Chimney Inlet Flue Gas Ducts of Unit-1&2 | Rs.1120/- including GST | 1% of total quoted price | As per Bid Document | 16.08.19 to 05.09.19 | Up to 15:00 Hrs on 06.09.2019/ 15:30 Hrs onwards on 06.09.2019 |
| 3. | Arc Flash Study and Training at ITPS | Rs.5600/- including GST | 1% of total quoted price | As per Bid Document | 19.08.19 to 09.09.19 | Up to 15:00 Hrs on 10.09.2019/ 15:30 Hrs onwards on 10.09.2019 |
| 4. | Landscaping and construction of Ash Mound on Ash Pond-B at ITPS | Rs.11200/- including GST | 1% of total quoted price | As per Bid Document | 20.08.19 to 11.09.19 | Up to 15:00 Hrs on 12.09.2019/ 15:30 Hrs onwards on 12.09.2019 |
| 5. | External Repair and Painting of D-type Blocks (Phase-I) at ITPS | Rs.5600/- including GST | 1% of total quoted price | As per Bid Document | 21.08.19 to 12.09.19 | Up to 15:00 Hrs on 13.09.2019/ 15:30 Hrs onwards on 13.09.2019 |
| 6. | Water Proofing Treatment of Ash Water Pumphouse by APP Membrane | Rs.1120/- including GST | 1% of total quoted price | As per Bid Document | 22.08.19 to 13.09.19 | Up to 15:00 Hrs on 14.09.2019/ 15:30 Hrs onwards on 14.09.2019 |
| 7. | Impact Assessment Study of CSR Activities of OPGC (2019-20) | Rs.5600/- including GST | 1% of total quoted price | As per Bid Document | 16.08.19 to 06.09.19 | Up to 15:00 Hrs on 07.09.2019/ 15:30 Hrs onwards on 07.09.2019 |
| 8. | AOH of Boiler Pr. Parts, Boiler & Turbine valves, Fuel Firing System of Unit#2 | Rs.5600/- including GST | 1% of total quoted price | As per Bid Document | 16.08.19 to 05.09.19 | Up to 15:00 Hrs on 06.09.2019/ 15:30 Hrs onwards on 06.09.2019 |
| 9. | Rental supply, installation, dismantling of Scaffolding during AOH of Unit#2 | Rs.5600/- including GST | 1% of total quoted price | As per Bid Document | 16.08.19 to 05.09.19 | Up to 15:00 Hrs on 06.09.2019/ 15:30 Hrs onwards on 06.09.2019 |

- **e-Reverse Auction (E-RA) shall be conducted for the works at Sl. No. 1, 4 & 8 above. The Transaction Fees for e-Reverse Auction shall be deposited to the account of MSTC Limited directly.**

The non-refundable **Transaction Fees towards e-Reverse Auction** as mentioned above shall be deposited by all Techno-Commercially qualified bidders directly to the account of MSTC before E-RA launch schedule. The date of conduct of E-RA shall be intimated in later stage to Techno Commercially qualified bidders via e-mail. Before participation in e-Reverse Auction, the bidder has to register in MSTC e-Procurement Portal well in advance and submit the E-RA fee amounting to the value intimated by M/s. MSTC Limited.

Cost of bid document (non-refundable) shall be paid by Demand Draft in favour of OPGC Ltd. drawn on State Bank of India (Code-9510) / Andhra Bank (Code-0662) / Central Bank of India (Code-283899) payable at ITPS, Banharpali or ICICI Bank, (Code-ICIC0003679) payable at Telenpali. Cost of bid document shall have to be submitted along with the bid and the DD towards the tender cost (separate from EMD) should be prepared on or before the last date of submission/receipt of tender,

otherwise the bid shall be liable for rejection. In case of any discrepancy found between tender document submitted by the agency and the master copy in our office, the latter should prevail. No claim on this account shall be entertained. Complete and signed sealed bids in hard copy form only shall be received at Contract Cell, ITPS. Bids shall be opened at Contract Cell, ITPS in the presence of the bidders or their authorized representatives, if present at the time of opening. If the last date of issue / receipt / opening happens to be a HOLIDAY, the tender will be issued/ received / opened at the respective time on the next working day. The photocopies of all the supporting documents required for participating in the tender mentioned in NIT/Tender paper shall be submitted along with the bid; otherwise the bid is liable for rejection. Bids without EMD will be rejected outright.

NB: Bidders having the requisite qualifying requirements as specified in the bid document shall only be considered for tender evaluation.

Bids received after stipulated date & time shall not be entertained. OPGC shall not take any liability on account of any postal/courier delay. OPGC reserves the right to accept / reject any or all tenders, seek additional clarifications, split up the scope among eligible bidders or cancel the tender altogether without assigning any reasons thereof.

Important: The detailed NIT along with Terms and Conditions are available for download at OPGC website at www.opgc.co.in. Addenda/Corrigenda/ Extensions, if any, will be notified on the OPGC website only and will not be published in any other media. Interested companies or entities may visit OPGC website for the tender timeline and other details.

Sd/- AGM-SCM
(Email: bkmishra@opgc.co.in)

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OPGC encourages all existing or new vendors/suppliers to register with us as empaneled vendors. Please visit our website www.opgc.co.in for details.

1. BID CONDITIONS

1.1. Instruction to bidders

The bids complete in all respect must be submitted in two parts namely, **Techno-commercial** and **Price bid**. **The envelopes containing the respective parts must be sealed and super scribed with tender enquiry number, name of the work and the name of the part. Both the envelopes should be kept in a third envelope and sealed and super scribed with tender enquiry number and name of the work.**

For further clarification, bids should be submitted in separate envelopes as follows,

- a) **Techno-commercial Bid** Envelope super scribed as “**Techno-commercial Bid**” with following additional information,

[Name of Works]

- b) **Price Bid Envelope** super scribed as “**Price Bid**” with following additional information

[Name of Works]

- c) **Main Envelope** which contains the Techno-commercial and price bid envelopes as mentioned above shall be super scribed with following information,

[Name of Works]

It may be noted here that the **bid documents are not transferable**.

1.2. Bidding process

OPGC has adopted a two-part bidding system. The Bidders are required to submit their proposal through **Techno-commercial Bid and Price Bid**. Bidders shall be provided an indicative list and scope of work as provided herein based on which their detailing and tentative cost projections are to be carried out for submitting their respective proposals for the Project. Bidders may, at their own cost and discretion visit the project sites to make their own assessment for the Project requirement.

1.2.1. Two Part – Bid System

- i. The bidding procedure will follow two-part bid system i.e. Submission of “**Techno-commercial Bid**” and “**Price Bid**”
- ii. The “**Techno-commercial Bid**” will contain all the technical details / confirmation as asked in the document.
- iii. After opening of the techno-commercial bids, the participating bidders shall be screened on the basis of Pre-Qualification or Eligibility Criteria.
- iv. Only bidders meeting the Pre-Qualification or Eligibility Criteria shall be required to make a presentation before a selection panel. Bidders not meeting the Pre-Qualification or Eligibility Criteria shall not be considered for selection for presentation round.
- v. Final bid evaluation shall be made as detailed out in Clause No.1.10

Any queries or requests for additional information concerning this bid document shall be submitted in writing or e-mail to the officer designated. The envelopes/ communication /subject for email shall clearly bear the following identification/ title: “**Queries/Request for Additional Information: Impact Assessment Study of CSR Activities of OPGC, At/P.O.-Banharpali, Jharsuguda, Odisha-768234.**”

Contact Details:

B. K. Mishra (AGM-SCM)

Email id- bk.mishra@opgc.co.in

1.3. Schedule of Bidding Process

Bidder shall refer to the schedule present in Notice Inviting Tender (NIT).

1.4. Techno-Commercial Bid

The Bidder must submit the following along with the Techno-commercial Bid:

- i. **Earnest Money Deposit (EMD)** as per Notice Inviting Tender (NIT) in a separate sealed envelope. The EMD amount will not be disclosed during opening of Techno-commercial Bid. **The Bid without EMD shall be rejected outright.** The EMD of unsuccessful/disqualified bidders shall be refunded within 30 (thirty) days of award of the contract.
- ii. **Registration Certificates:**
Photo copies of IT PAN and GST Registration Certificate & PF Registration Certificate.
- iii. **Acceptance of contractual terms:**
Signed & Stamped **Bid Document** (all pages) as a token of acceptance.
- iv. **Capability and capacity of Agency:**
 - Technical Proposal as detailed in Clause No.10 of Scope of work.
 - Format I & II.
- v. Any other technical information the Bidder wishes to furnish.

Note:

- **Tenders submitted without the above techno-commercial requirements shall be liable for rejection.**
- **The bidders who are found qualified in the Techno-commercial bid as per Pre-Qualification or Eligibility Criteria shall be invited for presentation before the Selection Panel.**
- **The Techno-Commercial Bid shall not contain price. If any price figure is included in the Techno-Commercial Bid the entire offer will be rejected.**

1.5. Price Bid

The Bidders are requested to furnish the price bid as per **Schedule-II: "BLANK PRICE BID"**, exactly in the format as given along-with this enquiry.

- 1.5.1. Price bids are to be submitted in **Indian National Rupees (INR)**.
- 1.5.2. Original price bid duly filled in (including price break-up), signed & stamped on each page shall be submitted. The rates offered by the bidder shall be clearly written in English (clearly hand written or typed) both in words and figures and shall be free from any aberration, deletion, correction and overwriting. In case of any illegibility of the offer submitted by bidder the interpretation by OPGC shall be final and binding on the bidder.
- 1.5.3. Insertion, postscript, addition and alteration shall not be accepted after submission of the bid.
- 1.5.4. The quoted price shall be all-inclusive basis (inclusive of all traveling expenses, taxes, duties, other government levies etc. but excluding GST which is to be paid separately at the prevailing rate) and shall remain firm during entire tenure of contract and shall not be revised under any circumstances for whatsoever reason except as given below.
 - 1.5.4.1. Any increase / decrease in the rate of GST & Cess thereon will be reimbursed / adjusted as per actual against documentary evidence.
 - 1.5.4.2. Additional amount due to imposition of new tax by Govt. relevant to this work will be reimbursed by OPGC as per actual against documentary evidence.
- 1.5.5. Any Income Tax / Corporate Tax will be borne by the Agency.
- 1.5.6. Quoted rate (valid on the date of opening of tender) shall be treated as base price and on all-inclusive basis, which shall be valid for a period of 120 days.
- 1.5.7. Any additional payment due to change in GST structure will be admissible if the change is effective during the scheduled completion period. Similarly, any reduction in GST structure will be adjusted if the change is effective during the scheduled completion period. No such extra payment shall be made beyond the stipulated completion date if the delay is due to the fault of the Agency. No claim shall be admissible after completion of work.
- 1.5.8. Income tax or any other tax deduction at source on payment will be made at the rate applicable at the time of payment / credit to the account of agency.

1.6. General Terms of Bidding

- a) Bidders are advised to submit the tender based strictly on the terms and conditions and specifications contained in the tender documents and not stipulate any deviations.
- b) Wherever it is mentioned in the specification that the Agency shall perform certain work or provide certain facilities, it is understood that the Agency shall do so at his cost.
- c) Before submission of Bid, the Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Scope of work, etc. so that no ambiguity arises in this respect subsequent to submission of the Bids.
- d) Before quoting the rates the Bidder should go through the specifications, scope of work etc. and get himself fully conversant with them. The bid should include cost of mobilization and cost to adhere to all safety norms as described in the tender. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of bid on account of mobilization or costs incurred towards safety provisions.
- e) The Bidders shall quote rates inclusive of the complete cost towards manpower, logistics, data analysis & reporting, levies, taxes and duties if any, all safety PPE's as per OPGC norms (if any), supervision overheads and all incidental charges not specifically mentioned but reasonably implied and necessary to complete the work according to contract.
- f) Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the General Conditions of Contract shall have overriding effect.
- g) The Bidding Documents including this RFP and all attached documents are and shall remain the property of OPGC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their proposal. OPGC will not return any proposal or any information provided along therewith.

1.7. Cost of Bidding

The Bidders shall be responsible for all the costs incurred by them, associated with the preparation of their Proposal and their participation in the bidding Process. OPGC will not be responsible or in any way be liable for such costs, regardless of the conduct or outcome of the bidding process.

1.8. Verification of Information

- 1.8.1. Bidders are encouraged to submit their respective proposal after visiting the site if necessary, and any other matter considered relevant by them.
- 1.8.2. It shall be deemed that by submitting a proposal, the Bidder has:
 - 1.8.2.1. made a complete and careful examination of the Bidding Documents;
 - 1.8.2.2. received all relevant information requested from OPGC;
 - 1.8.2.2.1. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of OPGC relating to any of the matters above;
 - 1.8.2.3. satisfied itself about all matters, things and information necessary and required for submitting an informed proposal, execution of the project in accordance with the Bidding Documents and performance of all of its obligations there under;
 - 1.8.2.4. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from OPGC, or a ground for termination of the Contract; and

1.8.2.5. OPGC shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by OPGC.

1.9. Right to Accept and to Reject any or all Bids

1.9.1. Notwithstanding anything contained in this RFP, OPGC reserves the right to accept or reject any proposal or to annul the bidding process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

1.9.2. OPGC reserves the right to reject any Proposal if:

1.9.2.1. At any time, a material misrepresentation is made or uncovered, or

1.9.2.1.1. The Bidder does not provide, within the time specified by OPGC, the supplemental information sought by OPGC for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. OPGC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of OPGC to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of OPGC there under.

1.10. Evaluation of Bids

1.10.1. Bid format

The bidder must submit the bid in English language. The Techno-commercial Bid must not include any Price Proposal details.

1.10.2. Opening of Bids

The Techno-commercial bid and Price bid shall be opened at a predetermined time, venue & date in presence of the Bidder(s) or their authorized representative(s) who may like to be present. Partner, Director or permanent employee of the agency duly authorized only can be the authorized representative.

1.10.3. Preliminary Examination of Proposals

OPGC will examine the proposals to determine whether they are complete in all respects, whether the documents have been properly signed, and whether the proposals are generally in order. If a proposal is not substantially responsive, it shall be liable for rejection by OPGC. OPGC's determination of proposal's responsiveness will be based on the contents of the proposal itself and any written clarifications sought by OPGC and submitted by the Bidder.

1.10.4. Evaluation & Comparison of Bids

1.10.4.1. Basis for Techno-commercial Evaluation

OPGC will carry out a detailed evaluation of the bids previously determined to be substantially responsive, in order to ascertain whether the technical aspects are in accordance with the requirements set forth in the Bid Document. OPGC will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders. Any exception or deviation shall lead to disqualification or appropriate loading in the price as decided by OPGC.

- a. The bids shall be opened by an officer authorized by OPGC on the Proposed Due Date of opening of bids in the presence of the Bidders who choose to attend.
- b. OPGC will subsequently examine and evaluate the Proposals in accordance with the provisions set out in this section.
- c. To facilitate evaluation of proposals, OPGC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its proposal.
- d. The evaluation of the techno-commercial bid shall be done on the basis of the evaluation criteria specified in (e) below and technical scores assigned.
- e. The techno-commercial bid shall be evaluated on the following parameters:

| Parameters | Marks |
|--|------------|
| Techno-commercial Proposal | 100 |
| Concept, approach and methodology towards carrying out the impact study based on presentation (to be made by the Bidder) made before Selection Panel* | 40 |
| Experienced personnel deployed for carrying out this project (Relevant experience and expertise of Project Lead** and two other key research experts who will be deployed for the study) <i>*Project Lead cannot be changed during the course of the study; in case of any change, the research work awarded to the agency shall be terminated)</i> | 30 |
| Two innovative ideas proposed to carry out the research study | 20 |
| Relevant Experience in Carrying out Impact Assessment only in CSR Domain | 10 |

*The actual date of presentation will be intimated to the bidder through Official Communication.

If the Techno-Commercial Bid fails to meet minimum criteria of 60 marks, the Techno-Commercial Bid will be rejected and the Price Bid will not be opened.

OPGC shall notify the bidders that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals.

Each parameter shall be subdivided into subcomponents and will be evaluated on the basis of information submitted with the bid proposals.

The technical scores will be calculated as:

$$Ts = (Tb/Tmax) * 100$$

Where,

Ts = Normalized technical score of the Bidder under consideration,

Tb = Evaluated technical score for the Bidder under consideration,

Tmax= Maximum evaluated score for amongst all the Technically Qualified bidders.

The Techno Commercial Bid with highest evaluated rating will receive the maximum possible number of 70 points. The number of points awarded to the other Techno Commercial Bids will be arrived at by dividing the rating of each by the rating of the top Bid, and then multiplying by the maximum possible number of points.

1.10.4.2. Basis for Price Evaluation:

OPGC will examine the Price Proposals to determine whether any arithmetical errors have been made, whether the documents have been signed, and whether the proposals are generally in order. Arithmetical errors will be rectified on the following basis.

1.10.4.2.1. The evaluation shall be based on the evaluated cost of completing the contract in compliance with all commercial, contractual and technical obligations under this Bid including taxes, duties & levies etc. The rates of taxes, duties and levies as applicable on the date of bid opening shall be considered for the purpose of evaluation.

1.10.4.2.2. Price bids of all bidders shall be opened on the scheduled date. For evaluation of price 30 marks shall be awarded. Bidder with lowest price shall be awarded full 30 marks and others will be given proportionate marks.

The Financial Scores will be calculated as:

$$F_n = F_{min} / F_b * 100$$

Where,

F_n = Normalized financial score of the Bidder under consideration,

F_b = Evaluated cost for the Bidder under consideration,

F_{min} = Minimum evaluated cost amongst the techno-commercially successful bidders

The Price Bid with lowest evaluated price will receive the maximum possible number of 30 points and other price bids will be proportionately calculated.

1.10.4.3. Final Bid evaluation:

OPGC will carry out a detailed evaluation of the bids in order to ascertain whether the technical aspects and price bids are in accordance with the requirements set forth in the Bid Document. OPGC will examine and compare all the aspects of the bids on the basis of the information supplied by the bidders.

The overall score will be calculated as follows:

$$B_n = 0.7 * T_n + 0.3 * F_n$$

Where

B_n = Overall score of Bidder under consideration

T_n = Normalized technical score for the Bidder under consideration

F_n = Normalized financial score of the Bidder under consideration

Final evaluation shall be based on combined technical and price based with weightage of **70:30 respectively (70% weightage assigned to technical score and 30% to Financial score)**. The marks scored as per evaluation above shall be weighted to 70% and 30% as above to arrive at overall score. **The bidder with the highest overall score will be declared as the successful bidder.**

1.10.4.4. Award Criteria

OPGC will award the contract to the successful bidder whose bid has been determined to be substantially responsive and to be technically and economically advantageous, which will be established by best evaluated bid basis amongst the qualified bidders in the Bid evaluation as per Clause No.1.10.4.3 above.

1.10.4.5. Negotiation & Award

The selected bidder will be notified in writing by OPGC inviting him for further negotiations. Negotiations will be held only at Ib Thermal Power Station, Banharpali, Dist: Jharsuguda, Odisha. On finalization of negotiation, to the mutual satisfaction of both the parties, OPGC shall award the Work order to the selected bidder.

SCOPE OF WORK

1. Background:

Odisha Power Generation Corporation Ltd. (OPGC) was incorporated for development of power projects in the state of Odisha, as a fully owned Govt. Company, by the Govt. of Odisha. The Company was registered with limited liability under the Indian Companies Act, 1956 on November 14, 1984. OPGC developed two units of 210 MW each and both the units were commissioned during December 1994 and June 1996, respectively. Pursuant to the Industrialization Policy of Government of India initiated under its economic liberalization programme, and as a part of the restructuring of the power sector in the state, the GoO divested 49% of its equity in OPGC through ICB process in January 1999, in favour of AES Corporation, USA, while Govt. of Odisha continued to retain 51%.

Two new units of super critical coal-based power generation units of 660 MW each have come and are ready to start production in the first quarter of 2019. All necessary ingredients are in place including coal supply, Merry-go-round railway line and Power Purchase Agreement (PPA). The growth in terms of generation capacity is set to jump four times from 420 MW to 1740 MW. The projected revenue growth is expected to quadruple and profits are set to jump by at least six times in the first year of generation after start of commercial operation of the new units.

Currently, the Company has its registered office at Fortune Towers, Chandrasekharpur, Bhubaneswar-751023, Odisha, India.

2. CSR Initiatives by OPGC:

OPGC is continuously striving for development of peripheral villages and as a responsible corporate citizen the company is contributing for developmental activities since its inception. The Company follows a participatory approach and involves relevant stakeholders in planning and execution of development projects OPGC has inclusive CSR Policy that aims at driving the Company on a journey towards achieving sustainable development.

OPGC adheres to its CSR guidelines and norms set by adopting the principles laid down in the Companies Act 2013, the CSR Rules 2014 and its philosophy of achieving sustainability through comprehensive stakeholder engagement. Based on these broad guidelines, OPGC has adopted a holistic CSR Policy. Its CSR Policy sets the direction for OPGC towards planning, designing and executing Corporate Social Responsibility (CSR) programmes in its operational areas. OPGC's CSR interventions are aimed at making a positive difference to the lives of about 50,000 people of thirty villages (inclusive of its hamlets) across six Gram Panchayats (GPs) near OPGC's plant site at Banharpali in Lakhanpur block of Jharsuguda district.

It's interventions since April 2014 have mainly centred around:

- a. Education
- b. Health
- c. Livelihoods generation and skills training
- d. Water, sanitation and hygiene
- e. Critical community infrastructure for enriching rural life
- f. Sports training for youth and students

The present CSR initiatives were designed after the CSR mandate came into force in April 2014. In the meantime, OPGC has completed five years of implementation of these programme. Now the Company is keen to know the outcomes/ impacts and opinions of people so that future planning could be undertaken with the aid of fresh information taken from the relevant stakeholders.

3. Impact Study Rationale:

It is envisaged that; the exercise shall play a vital role in offering the required tools and methodologies to efficiently and effectively implement CSR programs in the future. It will ensure the best utilization of efforts and capital besides keeping CSR effort on the right track.

The basic questions the study seeks to answer:

- i. Whether the programs were designed in line with the needs of the community and OPGC's CSR Policy, Mission and Vision statements?
- ii. Whether the right mechanisms are adopted for implementing the interventions?
- iii. Whether the goals and objectives decided at the beginning of the programs were achieved and if so, to what extent?
- iv. Whether the immediate beneficiaries and stakeholders perceive the benefit as intended by the company?
- v. Whether there is a need to extend the 'geographical boundary' or 'periphery area'?
- vi. Whether there is a need to intervene beyond the thematic areas of intervention at present?
- vii. Whether there is a need to create an institutional mechanism (external) for monitoring of projects and programmes?

4. Study Objectives:

As the study aims at assessing the impact of CSR initiatives of OPGC, the major focus of this assessment is to take a holistic view of the targeted stakeholders where OPGC has implemented its CSR projects and to see how these initiatives of the company have helped the local people in improving their socio-economic standards. The study shall essentially follow qualitative assessment methodology.

The broad objectives of the study are outlined as below:

A. To analyze the past performance of the company (Timeline: 2014-2019)

- i. To conduct a descriptive study on social impact of the CSR activities undertaken by OPGC under the ambit of CSR Rules 2014.
- ii. To assess the degree of impact of the CSR activities on communities, community based institutions and individual beneficiaries/ households.
- iii. To assess the adequacy of existing project management, monitoring and reporting mechanism
- iv. To analyse factors beyond OPGC's control that effect the project achievement and result.

B. To recommend and suggest the best CSR approach i.e. Way Forward (Timeline: 2020-2024)

- i. To identify advantages, bottlenecks and lessons learnt with respect to management arrangement.
- ii. To identify the areas for change in the policy or methods of CSR activities by which more and more people are benefitted.
- iii. To look for opportunities and possibilities for strengthening the existing programs.
- iv. To ascertain the sustainability of the initiatives taken so far.
- v. To compile a summary of Best Practices and Case studies

5. Proposed Methodology:

The proposed study is suggested to adopt a descriptive/ exploratory research design and rely on qualitative data. The study intends to generate qualitative information pertaining to its programme operation and is not looking into extrapolation of information/analysis over a large population (**Annexure-1**). The study would cover all Gram Panchayats / villages of intervention (**Annexure-3**).

The assignment may follow a four-step methodology comprising of:

- i. **Desk Review and Design of Qualitative Study Tools:** Review of documents related to the CSR initiatives to be evaluated from OPGC and its implementation partners. Review of relevant Government documents. Tools shall be designed after the review of literature.
- ii. **Pre-Testing of Tools and Field Work:** Tools shall be pre-tested in the project site. Each location shall be visited and qualitative data shall be collected.
- iii. **Data Entry, Cleaning & Analysis:** Quantitative and Qualitative data shall be fed into software for qualitative analysis, cleaned and analysis shall be drawn.
- iv. **Report Writing and Submission:** The report shall be written so as to address the objectives of the study.

6. Expected Deliverables:

- i. Impact Assessment shall be made for the entire range of CSR initiatives of the organization. The projects/ programmes to be categorized as belonging to (i) Infrastructure, (ii) Education (iii) Water and Sanitation, (iv) Livelihoods and Skill development (v) Health and (vi) Rural Sports Training **(Annexure-2)**
- ii. Use of participatory research tools and technology (wherever possible) to as much extent possible for collection of data from Community members
- iii. Mapping stakeholders' Perception on CSR
- iv. Final Report shall be submitted to OPGC in both hard (3 sets) and soft format (in external storage device, such as a Pen Drive).

7. Visit of Site:

Agencies are advised to visit the site and satisfy themselves about the nature of work and site details before submitting the bid. In any case they shall be deemed to have full knowledge of the site whether they choose to inspect it or not and no extra charge consequent to any ignorance or misunderstanding or otherwise shall be admissible.

8. TIME SCHEDULE:

Time schedule for various activities are given below:

| Stage Activity | Time schedule |
|--|--|
| Stage I. Carrying out site visit, field survey and collection of relevant data and submission of action plan with detail methodology, questionnaire, tools etc. to OPGC | 30 days from the date of LOI/letter of award/PO. |
| Stage II. Collection of data required for the study, submission of draft report to OPGC and Incorporation of corrections in report. | 45 days from completion of stage I |
| Stage III. Completion of study and Submission of final report to OPGC with a presentation | 45 days from completion of stage II |

9. PAYMENT SCHEDULE:

- a. On carrying out field survey for collection of available CSR data from OPGC and other source for preparation /submission of initiation report-**30% of awarded lump sum fee**
- b. Collection of data required for the study, submission of draft report to OPGC and Incorporation of corrections in report - **40% awarded lump sum fee**
- c. Completion of study and Submission of final report to OPGC - **30% of awarded lump sum fee**

- i. **No mobilization advance shall be paid.**
- ii. Deduction of Income Tax shall be made from Agency's Bill as per the prevailing Income Tax Act. The lump sum fee of Agency shall be exclusive of GST (if applicable).
- iii. Progressive stage payment at each stage shall be allowed to the Agency based on the quantum of work done in that stage. Decision of the OIC as regards to the proportionate cost of the said part of portion of the stage shall be final and binding on the Agency.
- iv. All traveling expenses to be incurred by the Agency to visit the sites and at various places to do the job shall be deemed to be included in the Lump-sum Fee quoted and no payment on this account shall be reimbursed. The Agency has to visit site as and when required to complete the job, give clarification, if asked, to OPGC and revise the report accordingly. The fee of the Agency is deemed to be inclusive of all site visits, visit to the office of OPGC, other offices.

10. Pre-qualification/ Eligibility Criteria and Submission of Relevant/ Essential Documents:

- i. The Agency shall be a company established under section 8 of the Companies Act, 2013 or a registered trust or a registered society with minimum five years of existence and operational experience in relevant projects.
- ii. The Agency shall be also as company established as Private Limited or established by the central government or state government or any entity established under an Act of parliament or a state legislature. The agency should be engaged in consultancy in development sector.
Documents to be submitted: Certificate of Incorporation/ Registration. minimum five years of existence and operational experience in relevant projects would be essential.
- iii. The agency must have a minimum of three years' experience of carrying out Impact Assessment/Evaluation, Monitoring & Evaluation work in the domain of Corporate Social Responsibility/Sustainability/Community Development Project in a span of last five years
(Documents to be submitted: copies of relevant work orders/completion certificates)
- iv. The Agency must have an average annual turnover of not less than Rs.10 lakh only for the last three financial years (i.e. 2018-19, 2017-18 & 2016-17) **Documents to be submitted: Copies of relevant audited Balance Sheets with P/L Account)**
- v. The agency shall have experience of having successfully completed similar works during last 5 years and share minimum 2 impact assessment reports previously conducted by the organization and the detailed submitted reports. **(Documents to be submitted: Summary of projects undertaken and Copies of previous impact assessment report)**
- vi. The Agency should not have been blacklisted by any Government Agency **(Documents to be submitted: Declaration from the current authorized signatory of the company).**
- vii. RFPs from individual consultants and consortia shall not be entertained.

Study Universe

Annexure-1

As evident from the scope of the study, the investigation or enquiry will be directed more towards internal CSR operation to generation information/data. The exercise will engage primarily with personnel of OPGC's CSR wing and key external stakeholders. Field exercises would be conducted on limited basis and would be done only for validation of information or generating evidence. Therefore, the study universe will constitute of the following:

| S.N. | Stakeholder Category | Sampling Method | Sample Size | Data Collection tool |
|--------|---|----------------------------|-----------------------------------|--|
| (i) | OPGC's CSR Committee members | Purposive (Primary Data) | 03 | ▪ Unstructured Interview |
| (ii) | OPGC's CSR Core operation team members (Management & field staff members) | Purposive (Primary Data) | 04 | ▪ Structured Interview |
| (iii) | OPGC's Employees (Senior Managers other than from CSR department but having exposure to CSR programmes) | Purposive (Primary Data) | 05 | ▪ Structured Interview |
| (iv) | Partner agencies/ NGOs engaged in project execution | Purposive (Primary Data) | 05 | ▪ Structured Interview |
| (v) | Elected Panchayat Heads (Sarpanchs, Ward Members, Panchayat Samiti Members; Panchayat Samiti Chairperson; Zilla Parishad Member; MLA/ Ex-MLA; MP/Ex-MP) | Purposive (Secondary data) | 20 | ▪ Structured Interview |
| (vi) | Key Informants (community leaders, professionals, or residents—who have first-hand knowledge about the community) | Purposive (Primary Data) | 20 | ▪ Structured Interview |
| (vii) | Government official (Block & District Level) | Purposive (Secondary Data) | 05 | ▪ Semi-structured Interview |
| (viii) | Community Members | Purposive (Primary Data) | 100 (10 from each Gram Panchayat) | ▪ Social Mapping (PRA exercise) ▪ Focused group interviews in local language only ▪ Unstructured interviews in local language only |

*Tools to be finalised in consultation with OPGC.

1. Health

- a) Assessment of basic access to health infrastructure facilities available in ITPS Hospital
- b) Assessment of effectiveness of health camps organised periodically round the year
- c) Assessment of level of awareness generated through campaigns on prevention of Malnutrition/ HIV-AIDS/ Anti-Malaria
- d) Assessment of overall perception of OPGC as a health-care provider
- e) Assessment of health infrastructure in the periphery
- f) Assessment of health indicators prevalent in the periphery
- g) Interaction with partner agencies and direct beneficiaries

2. Education

- a) Assessment of level of education prevalent in the periphery (Primary, Secondary and Higher Secondary)
- b) Assessment of support provided by OPGC in the schools and college located in the periphery
- c) Assessment of educational infrastructure (toilets, water purifiers, classroom building, water points, etc.) created by OPGC in the periphery
- d) Interaction with direct beneficiaries

3. Water & Sanitation

- a) Assessment of Water and Sanitation scenario before/ after OPGC intervention
- b) Interaction with partner agencies and direct beneficiaries

4. Community Infrastructure

- a) Assessment of improvement in infrastructure like roads, community centres, street-lighting, etc.
- b) Interaction with direct beneficiaries

5. Livelihoods & Skill Development

- a) Assessment of support provided by OPGC through Ib Srushti
- b) Assessment of project on Skill Development of Youth
- c) Interaction with partner agencies and direct beneficiaries

6. Rural Sports Promotion

- a) Assessment of support provided by OPGC to youth and school-going boys and girls
- b) Interaction with direct beneficiaries

7. Overall Perception of Company Image

- a) Assess whether company discloses CSR information to stakeholders
- b) Assess whether company has good association and relations with stakeholders
- c) Assess whether the company follows ethical business practices according to the community
- d) Assess whether the company takes care of environment related aspects near its factory
- e) Assess whether the company takes adequate pollution (noise, air, water, land) control measures near its factory

List of Villages**Annexure-3**

| Sl. No. | Village/ Hamlet | Gram Panchayat | Block | District |
|---------|-----------------|----------------|-----------|------------|
| 1. | Banharpalli | Telenpalli | Lakhanpur | Jharsuguda |
| 2. | Dhobadera | Telenpalli | Lakhanpur | Jharsuguda |
| 3. | Temporarypada | Telenpalli | Lakhanpur | Jharsuguda |
| 4. | Sahareipada | Telenpalli | Lakhanpur | Jharsuguda |
| 5. | Chhadarama | Telenpalli | Lakhanpur | Jharsuguda |
| 6. | Binika | Telenpalli | Lakhanpur | Jharsuguda |
| 7. | Sapali | Telenpalli | Lakhanpur | Jharsuguda |
| 8. | Telenpalli | Telenpalli | Lakhanpur | Jharsuguda |
| 9. | Kantajharia | Telenpalli | Lakhanpur | Jharsuguda |
| 10. | Adhapada | Kushraloi | Lakhanpur | Jharsuguda |
| 11. | Baragarh | Kushraloi | Lakhanpur | Jharsuguda |
| 12. | Chharla | Kushraloi | Lakhanpur | Jharsuguda |
| 13. | Kushraloi | Kushraloi | Lakhanpur | Jharsuguda |
| 14. | Ubuda | Kushraloi | Lakhanpur | Jharsuguda |
| 15. | Kumarbandha | Kumarabandha | Lakhanpur | Jharsuguda |
| 16. | Bhatali | Kumarabandha | Lakhanpur | Jharsuguda |
| 17. | Rengali | Kumarabandha | Lakhanpur | Jharsuguda |
| 18. | Sahajbahal | Kumarabandha | Lakhanpur | Jharsuguda |
| 19. | Bhutia | Remenda | Lakhanpur | Jharsuguda |
| 20. | Remenda | Remenda | Lakhanpur | Jharsuguda |
| 21. | Tilia | Tilia | Lakhanpur | Jharsuguda |
| 22. | Barangamal | Tilia | Lakhanpur | Jharsuguda |
| 23. | Bhatali | Tilia | Lakhanpur | Jharsuguda |
| 24. | Fatapali | Tilia | Lakhanpur | Jharsuguda |
| 25. | Ramda | Tilia | Lakhanpur | Jharsuguda |
| 26. | Singheipali | Tilia | Lakhanpur | Jharsuguda |
| 27. | Dalgaon | Dalgaon | Lakhanpur | Jharsuguda |
| 28. | Badimal | Dalgaon | Lakhanpur | Jharsuguda |
| 29. | Bauspali | Dalgaon | Lakhanpur | Jharsuguda |
| 30. | Dudelsingha | Dalgaon | Lakhanpur | Jharsuguda |
| 31. | Gudiali | Dalgaon | Lakhanpur | Jharsuguda |
| 32. | Negipali | Dalgaon | Lakhanpur | Jharsuguda |
| 33. | Solpali | Dalgaon | Lakhanpur | Jharsuguda |

Note: Above list of villages is realistic but may need marginal fine tuning.

GENERAL CONDITIONS OF CONTRACT

Name of work: "Impact Assessment Study of CSR Activities of OPGC (2019-20)."

1. Contract Price:

The Price for the job shall be quoted in the Price Bid format as mentioned in the RFP. The price quoted should be FIRM, inclusive of all expenses, taxes and levies, but **excluding GST**, as applicable and valid for 120 days from the date of opening of tender and subsequently on award, for the entire contract period.

2. Payment terms:

The payment will be made in phases as mentioned below. No deviation to payment terms from that provided herein shall be accepted.

Payment shall be made in three stages against submission of bills as per milestones mentioned in Clause No.9 of Scope of Work and submission of reports by the implementing agency.

| Stage 1 | Stage 2 | Stage 3 |
|---------------------------|---------------------------|---------------------------|
| 30% of awarded fee | 40% of awarded fee | 30% of awarded fee |

- All percentages are reflected in terms of total lumpsum fee agreed.
- All releases will have to be made after due recommendation by the user department/ owner of project. Bills, documents, etc. will have to be produced to the satisfaction of user department/ owner of project.

In case the project work is stopped at intermediate phase due to any reason, payment shall be made for the completed jobs pertaining to the relevant phase on pro rata basis as per above payment terms.

3. Payment:

The bill shall be submitted in triplicate. Payment shall be released after completion of the job of each phase and duly certified by the Officer in Charge after adjustment of statutory deductions including income tax, penalty, advances if any and security deposit etc. during execution of works as specified in Clause-2 above.

4. Security deposit/Refund of Security Deposit:

An amount of 10% of each bill shall be retained by OPGC towards security deposit which shall be released after successful completion of the Project and after due certification by the Officer in Charge from OPGC. EMD already deposited along with the tender will be adjusted against Security Deposit.

5. Contract period:

The work is to be started within 15 days of release of Letter of Intent / Purchase Order and should be completed as per schedule mentioned in the work order.

6. GST:

The bidder should submit the GST registration number & return for last year's GST filed or assessment order if completed in absence of issue of clearance certificate by the GST department.

7. Other Taxes:

Income tax, Works contract tax & any other tax as applicable shall be deducted at source from bills and a certificate of tax deduction at source will be issued as per income tax act / rules after completion of the work.

8. Penalty:

- a) In case of non-performance / continuous poor performance, the contract shall be terminated with 15 days' notice and the work shall be done by any other means at the Agency's cost and risk till engagement of other agency. If the price of contract for the balance work shall be higher, the additional amount shall be recovered from the security deposit or any dues of this contract or any other contract taken by the Agency in OPGC. This will debar the Agency to participate in any future bid in OPGC for next five (5) years.
- b) In case of delay in completion of the work beyond the stipulated period, liquidated damage @1% of the Contract Price payable for the phase so delayed for each week of delay subject to a maximum of 10% of the Contract Price payable for the phase shall be imposed.

9. Loss/Damage: The Agency shall be responsible for any loss or damage to any person or material during execution of contract and the loss shall be to their account.

10. Agency's Obligation: The agency shall complete the agreed services in accordance with the scope of services provided in this SOW (Scope of Work). The services which are not expressly included in the SOW but are required to be carried out in view of the broader objective, shall be deemed to be part of the SOW. It shall be the responsibility of the agency to ensure that the work is performed as per the provisions, rules and guidelines stipulated under applicable Acts / Rules, as may be amended from time to time. Subject to any natural Force Majeure impacting the work,

10.1 The agency shall communicate in writing the team deployed who would be in charge of the assignment and he / she shall be expected to be available for meetings discussions/negotiations at short notice periods. OPGC ("Owner") shall have the right to review the Work on a monthly basis or at an earlier date through meetings with the team members of the Agency, as required.

10.2 The agency and team leader shall be responsible for monitoring the progress of the Work and notify to the Owner of any potential delays in Work as soon as the Agency becomes aware of or ought to be aware of the same.

11. Responsibilities and Obligations of Owner:

Owner shall provide available data and reports to the agency in order to facilitate completion of the works. However, provision of such details by the Owner should not be construed as a pre-condition or reason for inability of the Agency to complete the work as per SOW and in the specified time frame.

12. Site Facilities to be provided by Owner:

For the implementing agency's senior staff visiting the site for short durations, the Owner will provide guesthouse accommodations at its ITPS facility at Banaharpali subject to availability of accommodation in the facility, with food and services, on chargeable basis.

13. Changes:

The Owner and the Agency shall endeavour to keep changes in the SOW at a minimum. If the parties recognize that such changes may become necessary, it shall be mutually agreed upon.

14. Notices:

All notices pertaining to this contract shall be in writing and shall be sufficient when sent by registered post or email (followed with written confirmation) to:

Head - CSR & Sustainability
Odisha Power Generation Corporation Ltd.
Ib Thermal Power Station, Banharpali,
District- Jharsuguda-768234, Odisha.
Attention: Dr. Manoj Ku. Dash

[Agency: Name and address to be incorporated]

15. Submission of information:

All final reports shall be submitted in three sets in printed hard copies, as well as in soft format after completion of the assignment, to the satisfaction of the Owner / OPGC.

16. Title to all data collected and related information:

OPGC shall hold absolute rights to all data, reports, findings, discussion records etc. collected as a part of the services carried out as per the contract.

17. Confidentiality:

The Agency shall hold in strict confidence all data, information and records received by it from Owner and shall not surrender the same to third parties without prior written approval of Owner, or render any service to a third party based on data, information and records received by it under this LOA; provided, the Agency shall be under no liability to treat the information received as confidential unless Owner advises Agency at the time of disclosure that said information is confidential or said information is clearly marked or otherwise designated as "confidential" or with a legend to similar effect.

The Agency shall bind its personnel to secrecy and shall take those measures reasonable and necessary to observe the obligations of non-disclosure by its personnel, of data, information and records received by it from Owner, to third parties. The obligations of non-disclosure as provided above shall not apply to such data, information and records which:

- 17.1** are at the time of the disclosure or thereafter, become a part of public knowledge or literature through no act or omission by the Agency or its employees or subcontractors, or
- 17.2** had been independently prepared by the Agency or were otherwise in the Agency's lawful possession prior to the disclosure as shown by written records, or are hereafter disclosed to the Agency by a third party who has the lawful right to disclose such information to the Agency.
- 17.3** This clause shall survive beyond mutual closure/termination of this LOA.

18. Subcontracts /Assignment of contract, external tie-ups:

The Agency shall not subcontract any portion of the services to a subcontractor. In case it becomes necessary to subcontract then the Agency shall seek written approval of the Owner before engaging such subcontractor. In no case, Owner's approval of any subcontract relieves the Agency of any of its obligations under this assignment. In any event, the Agency shall be responsible for all services subcontracted or assigned by the Agency, and Owner shall look solely to the Agency as if the services were performed by the Agency. The Agency shall not assign any right(s) or interest(s) under this Letter of Award, without the written consent of Owner.

19. Indemnity:

The Agency shall fully indemnify and hold Owner and its affiliates, shareholders, associates, their respective officers, directors, employees and/or agents, harmless from and against all claims, loss, liabilities, obligations, damages, costs, judgment, lien, suit, dues, cause of action, proceedings, order, demand, liability or actions, and all expenses incidental to the defence of any such claim, proceedings or action, based upon or arising out of: (i) any claims (including reasonable attorney's fees and related expenses), losses, damages for bodily injuries (including death) to the extent directly caused by or sustained in connection with any negligence, acts or omissions of the Agency, its employees or permitted subcontractors, servants or agents in performing under this intended work; or (ii) any claims of damages or loss of property of the Agency or any third party to the extent arising out of or in connection with the Agency's performance of or failure to perform under this intended work.

20. Representation and warranties:

- 20.1** Agency after conducting requisite examination as regards the Scope of Work confirms that it has the necessary skill, know-how, and resources for the carrying out the project for OPGC. The Agency also confirms that it has fully understood the nature of job, the procedures and systems adopted by OPGC and risks associated in execution of work.

- 20.2** The Agency represents that it possesses well-skilled employees/professionals and proper equipment for performance of all its work required for implementation of the project. The Agency has knowledge of the conditions existing in the area where the services will be undertaken. The Agency shall perform all operations with diligence and skill, applying sound business principles and good conduct practices. The Agency further covenants, warrants and represents that all Works performed by it hereunder shall be conducted in accordance with accepted international / industry standards.
- 20.3** The Agency shall at all times conduct its efforts hereunder in strict accordance with all applicable laws and regulations and with the commercial standards. The Agency shall use commercially reasonable efforts to advance the goals of Owner and satisfactorily complete the Work. The Agency warrants that all Work will be in compliance with all applicable central, state and local laws, orders, rules and regulations of India.
- 20.4** The Agency warrants that it has exercised and that it will continue to exercise in the performance of the consultancy services the skill, care and diligence to be expected of an appropriately qualified Agency in the discipline to which the services relate, holding itself out as having the competence, experience and resources necessary for the proper performance of such services in connection with works of a size, scope and complexity similar to that of this Works.

21. Safety, Health and Environment:

- a) The Agency and his supervisors / staff shall abide by all safety rules of OPGC. Any violation in the safety rules shall be viewed seriously and the Agency shall be penalized as per OPGC Rules.
- b) The Agency must clearly understand and follow the SHE Rules and Regulations, as applicable to its supervisors / staff, for the purpose of getting the work executed at site.
- c) In case of any doubt relating to safety guidelines, the Agency should seek advice of Engineer-in-charge / Safety Officer immediately for clarification.

Any deficiency in safety aspects shall be viewed seriously by OPGC. The Agency will be penalized up to the extent of Rs.10,000/- (rupees ten thousand only) per each lapse as determined by the Officer-in-charge/ Safety Officer. OPGC reserves the right to terminate the contract and debar the Agency to participate any future bidding in case of continued flouting of the safety norms prescribed by OPGC.

22. Insurance:

The Agency shall ensure and hold valid all the necessary insurance policies at its cost, for its men and material at site throughout the term of this assignment. Owner shall not be responsible for any loss / damages to the Agency or its men and materials.

23. Termination of the contract:

23.1 Termination by Owner:

In case, the Agency becomes insolvent or bankrupt, or if the Agency commits a breach of contract and thereafter following written request by Owner, fails to (a) commence efforts to remedy such breach, within five (5) days of such request, and (b) within fifteen (15) days of such request, complete the remedy of such breach unless as otherwise mutually agreed, Owner may immediately terminate contract. Further, the owner shall also have the right to terminate the contract without any prior notice in the event the Owner finds work of the Agency far below acceptable standard. Upon any such termination, the Owner shall have the right to complete the work through any other party at the sole risk and cost of the Agency. In case the differential price for completion of the assignment under the contract with the new party exceeds the price when added to all costs incurred and duly certified for payment under the contract, the same shall become a debt against the contractor and the Owner shall have the right to retain/recover the same from the certified dues of the agency. Further, the Agency shall have no right to claim for the payment of certified dues for the work done until the owner ascertains differential cost of completion of the work.

In addition to the above, the Owner also reserves the right to terminate the contract without assigning any reason at any time giving the Agency fifteen (15) days' prior written notice of such termination. If the services be so terminated by Owner, the Agency shall be paid for all costs incurred and compensation earned for services properly performed up to the date of termination and demobilization costs, all in accordance with the contract. The Agency shall provide to Owner all plans, specifications, documents, compact discs, or other work product related to any part of this assignment under the agreement when certified dues under the contract has been received.

23.2 Termination by the Agency:

In case, Owner fails to pay duly certified contractual dues and fails to remedy such non-payment within thirty (30) days after written notice thereof from the Agency, then the Agency may terminate the contract. If the Agency so terminates the contract, it shall be paid for all costs incurred for services properly performed up to the date of termination in accordance with the contract and subject to due verification and acceptance of demobilisation costs by the Owner.

24. Force Majeure:

Any delays in or failure of performance by Owner or Agency, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by future 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 of any governmental authority, 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 written notice of such event.

25. Compliance with Laws:

The contract shall be governed by and interpreted in accordance with the laws of India.

25.1 The Letter of Award shall constitute the entire contract between OPGC and the Agency and supersedes understandings, agreements or representations, oral or written not specified herein, regarding this Letter of Award. No amendment, consent or waiver of terms of the contract shall bind either party unless, it is provided in writing and signed by both parties.

25.2 As an initial method all disputes and differences relating to or arising from any matter directly or indirectly connected with the contract shall in the first place be attempted to be resolved through mutual discussions, negotiations, deliberations between the Parties. Each Party will pay its own costs for the time and effort involved in the above.

26. Dispute Settlement: Any dispute or difference arising out of this contract shall be mutually settled and the decision of Managing Director, OPGC Ltd. Or his authorized representative shall be final and binding.

27. Jurisdiction: Appropriate court at Bhubaneswar under the Odisha High Court shall have exclusive jurisdiction over all matters related to this contract.

Note:

If there are conflicting provisions made in any sections of the documents forming part of the contract, the Owner shall be the deciding authority with regard to the correctness of the provisions.

General Information of the Agency:

| Sl. No. | Information Head | Particulars |
|----------------|---|--------------------|
| 1. | Name of the Agency: | |
| 2. | Legal Status (Company/ Society/ Trust/ Partnership Firm): | |
| 3. | Registration No. & Date of Registration: | |
| 4. | Registered Office Address & Communication Details: | |
| 5. | Branch or Regional Office Address & Communication Details: | |
| 6. | Name & Communication Details of Chief Executive: | |
| 7. | Name and Communication Details of Authorized Representative for this Assignment: | |
| 8. | Name & Address of Banker: | |
| 9. | Bank A/C No.: | |
| 10. | IFSC Code: | |
| 11. | IT PAN | |
| 12. | GST Registration No. | |

Date:

(Signature of Bidder)

Place:

(Seal)

FORMAT- II

DETAILS OF QUALIFIED PROFESSIONALS AND SUPERVISORY PERSONNEL ETC HAVING RELEVANT EXPERIENCE IN EXECUTING SIMILAR PROJECT DURING LAST FIVE YEARS WHO WILL BE INVOLVED IN THE PROPOSED ASSIGNMENT.

| Sl. No | Name of person / organization | Nature of association with Bidder | Years of association with Bidder | Details of experience |
|---------------|--------------------------------------|--|---|------------------------------|
| | | | | |
| | | | | |

Notes: Names and short resumes of experience may be given for key personnel.

Date:

(Signature of Bidder)

Place:

(Seal)

Schedule-II

BLANK PRICE BID

Name of work: "Impact Assessment Study of CSR Activities of OPGC (2019-20)."

| Sl. No. | Particulars | UOM | Total Cost (Rs.) |
|----------------------------|---|---------|------------------|
| 1 | Impact Assessment-cum-Planning Study in peripheral villages of ITPS (OPGC), Banharpali, Jharsuguda, Odisha. (As per Scope of work) | Lumpsum | |
| Total Amount for the Study | | | |

Amount in words: (Rupees _____) only.

GST Details Format:

| SAC Code (Six Digit) | Applicable GST % |
|----------------------|------------------|
| | |

Note: Bidder has to use the above Price Bid Format failing which Bid shall be rejected.

PRICE BREAKDOWN:

| Break-down of Lumpsum Cost (Rs.) | | | | |
|----------------------------------|-----------|---------------------------------------|-------------|-----------|
| 1 | 2 | 3 | 4 | 5 |
| Manpower Cost | Logistics | Data Collection, Reporting & Analysis | Contingency | Any other |
| | | | | |
| TOTAL COST (Rs.): | | | | |

Date:

(Signature of Bidder)