



ODISHA POWER GENERATION CORPORATION LIMITED
(A Government Company of the State of Odisha)

CIN: U40104OR1984SGC001429

Regd. Office: Zone A, 7th Floor, Fortune Towers, Chandrasekharpur,
Bhubaneswar, Odisha 751023, INDIA.

Ph: +91 674- 2303765/66, Email: contracts.corp@opgc.co.in

NOTICE INVITING TENDER (NIT)

NIT NO. OPGC/CO/RFP/CATERING SERVICE, DATE: 27TH FEBRUARY 2026

OPGC invites proposals from reputed & experienced Agencies through offline sealed envelope single-stage two-envelope bids for "Appointment of Agency for Providing Catering Services at OPGC, Corporate Office, Bhubaneswar." Interested Bidders may download the RFP document from OPGC website www.opgc.co.in and submit the proposal as per schedule mentioned in RFP.

OPGC reserves the right to reject any or cancel the entire process without assigning any reason thereof.

Sd/- **GM (Contracts)**



REQUEST FOR PROPOSAL

FOR

**"APPOINTMENT OF AGENCY FOR PROVIDING CATERING SERVICES AT OPGC,
CORPORATE OFFICE, BHUBANESWAR"**

NIT NO.: OPGC/CO/RFP/CANTERING SERVICE/27022026



ODISHA POWER GENERATION CORPORATION LIMITED

(A Government Company of the State of Odisha)

CIN: U40104OR1984SGC001429

Regd. Office: Zone A, 7th Floor, Fortune Towers, Chandrasekharapur, Bhubaneswar, Odisha 751023, INDIA.

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 agreement 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 Proposal pursuant to this RFP. This RFP includes statements, which reflect various assumption, 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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INSTRUCTION TO BIDDERS

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1.0 REQUEST FOR PROPOSAL

Odisha Power Generation Corporation ("**OPGC**" or "**Owner**") invites Proposals (hereinafter referred as the "**RFP**") from reputed & experienced Agencies (hereinafter referred as "**Bidder(s)**" or "**Agency(s)**") for "**Appointment of Agency for Providing Catering Services at OPGC, Corporate Office, Bhubaneswar**" through (single stage two envelope) Offline Open Tender Bidding process as per the scope stated herein.

Interested Bidders are requested to submit their Proposals along with their credentials and financial details, as per the enclosed formats and terms & conditions described herein.

2.0 SCOPE OF SERVICE

The Scope of Services ("Services") of the Agency for "**Appointment of Agency for Providing Catering Services at OPGC, Corporate Office, Bhubaneswar**" shall include the work as detailed in **Appendix-A** of ITB and shall include all related works required to perform the Services mentioned therein.

3.0 QUALIFICATION REQUIREMENTS

Bidders shall meet the following Qualification Requirements to become a Qualified Bidder.

SL	QUALIFICATION REQUIREMENT (QR)	REQUIRED SUPPORTING DOCUMENTS
A	General QR (GQR)	
i.	The Bidder should be a Catering Service Provider for Lunch to different establishments (Office/Hospital/Hostel/Guest House) in Bhubaneswar (BMC Area) during last five years as on the Proposal Submission End Date.	Bidder shall submit copies of a. Certificate of Incorporation; b. Memorandum of Association; c. Articles of Association d. Work Orders issued by establishments.
ii.	Bidder is not debarred/blacklisted by the Odisha State Government and its PSUs, Government of India and its PSUs as on the Proposal Submission End Date.	Bidder shall submit self-declaration in the covering letter.
iii.	Bidder should not have been declared as insolvent under Insolvent and Bankruptcy Code (IBC) or proceedings of insolvency, if any has not been initiated against the Bidder as on the Proposal Submission End Date.	Bidder shall submit self-declaration in the covering letter.
iv.	Bidder shall have valid GST and PAN No. as on Proposal Submission End Date.	Bidder shall submit valid copies of PAN & GST registration certificates.
v.	Bidder shall have valid License for Prepared Food Services – Caterer (FSSAI Certificate) issued from Health & Family Welfare Department, GoO, Bhubaneswar Municipal Corporation (BMC) having authorized premises (Kitchen) within BMC area as on Proposal Submission End Date.	Valid Food Certificate (FSSAI) issued from Health & Family Welfare Department, GoO, BMC.
vi.	Bidder shall have valid Trade License for Catering Service issued from BMC as on Proposal Submission End Date.	Valid Trade License issued from BMC.

B	Technical QR (TQR)	
vii.	<p>The Bidder should have experience of successfully completed/executed similar nature of works* either of the followings during last five (05) years as on the last day of previous month of Proposal Submission End Date.</p> <p>i. Three similar nature of works with executed value costing not less than the amount equal to INR 5 Lakhs against each work.</p> <p>OR</p> <p>ii. Two similar nature of works with executed value costing not less than the amount equal to INR 6 Lakhs against each work.</p> <p>OR</p> <p>iii. One similar nature of work with executed value costing not less than the amount equal to INR 10 Lakhs.</p> <p>*Similar Nature of Works refer to "Providing Catering/Food-Hospitality Services to different establishments (Office/Hospital/Hostel/Guest House) in Bhubaneswar (BMC Area)." Sufficient documentary proof (i.e., Work Order and Executed value Certificate issued by the concerned customer for similar work)in support of the above shall be submitted along with the Techno-commercial Proposal.</p>	<p>Bidder shall submit Self-attested copies of</p> <p>a. Relevant Contracts or Work Orders or Agreements containing the scope of services, the value of the Contract or Work Order or Agreement; and</p> <p>b. Completion certificate from their customers, regarding successful completion of the services with executed value.</p> <p>OR</p> <p>Customer payment certificate against executed value in case of ongoing Contracts.</p>

NB.:

- a. The Bidder whose Contract/Agreement with OPGC had been terminated due to non-performance will not be eligible to participate in the bidding. Decision of OPGC in this regard is final & binding.
- b. Consortium/Joint Venture is not allowed for this bid.

Bidders meeting the above-mentioned qualification criteria shall be considered as Qualified Bidder. Proposals of all the Bidders not meeting the above criteria shall be rejected. Bidders are required to provide detailed information/supporting documents with respect to compliance with the above criteria. Owner reserves the right to seek additional information/clarification/explanation with respect to the document submission, if required.

4.0 PROPOSAL SUBMISSION PROCESS

4.1. Process in Brief

RFP Document may be downloaded free of cost by any interested Bidder from OPGC website at www.opgc.co.in as per the specified schedule. Hard copy of RFP document shall not be issued.

Bidders meeting the Qualification Requirement specified under section 3.0 are required to submit their Techno Commercial Proposal and Price Proposal to Owner as per the Bidding Timeline specified under section 7.0 of this RFP. First, Techno Commercial Proposal will be opened. The Techno Commercial Proposal

will then be evaluated for responsiveness and compliance with the Qualification Requirement and other Techno Commercial requirement as specified under section 3.0 of this RFP.

This is a No Deviation Bid and Bidders are required to submit their bid without any deviation. Owner reserves its right to reject the Techno Commercial Proposal submitted by the Bidders, who have taken deviations to RFP, Scope and Commercial Terms & Conditions. Bidder will be asked to withdraw the deviation which are not acceptable to Owner without any extra price implication. Proposal with deviations, not acceptable to Owner unless withdrawn, shall be rejected. The Bidders complying the Qualification Requirement and satisfying the Techno Commercial requirements will be declared as "**Qualified Bidder**" in line with the Techno Commercial Evaluation criteria specified in section 6.1 and above.

The Price determination process shall commence thereafter as detailed in Section 6.2. Based on the outcome of the price determination process, Successful Bidder will be declared in accordance with terms of the RFP, accordingly Letter of Award (LOA) shall be issued to the Successful Bidder as per the procedure mentioned in Section 6.3.

4.2. Proposal Submission

OPGC intends to conduct a competitive bidding process for selection of Agency. Bidders are required to submit their Proposals as follows.

The Techno-Commercial Proposal and Price Proposal shall be sealed in two separate sealed envelopes with the Bidder's name and address clearly indicated on each.

A. FIRST SEALED ENVELOPE: TECHNO-COMMERCIAL PROPOSAL

Details to be submitted as per the format identified as Appendix-1 to Appendix-5 of Annexure-A to ITB along with supporting documents and Bid Security/EMD. Techno-Commercial Proposal should not contain any price content entry in any manner. In case, the Techno-Commercial Proposal is found to contain any price content, such bid shall be liable for rejection. The envelope containing Bid Security & Techno-Commercial Proposal shall be super-scribed as "**Appointment of Agency for Providing Catering Services at OPGC, Corporate Office, Bhubaneswar-TECHNO COMMERCIAL PROPOSAL**" and shall be appropriately sealed.

In case, the Techno-Commercial Proposal is found to contain any price content, such proposal shall be liable for rejection and will not be considered for further evaluation. The price details/commercial proposal details should not be given in the Techno-Commercial Proposal (First Envelope). If any of the bidder have given any price/commercial details in Techno-Commercial Proposal, their offer is liable for rejection and will not be considered for further evaluation.

B. SECOND SEALED ENVELOPE: PRICE PROPOSAL

Price Details to be submitted as per the format identified as Annexure-B of the RFP. The envelope containing Price Proposal shall be super-scribed as "**Appointment of Agency for Providing Catering Services at OPGC, Corporate Office, Bhubaneswar-PRICE PROPOSAL**" and shall be appropriately sealed.

Both the above sealed envelopes (Techno-Commercial Proposal and Price Proposal) shall be sealed in a separate envelope superscribing "**Tender for Appointment of Agency for Providing Catering Services at OPGC, Corporate Office, Bhubaneswar due on Proposal Opening Date _____**" and addressed &

submitted to OPGC below address as per schedule with the Bidder's name and address clearly indicated on the envelope.

If the envelopes are not sealed and marked as instructed herein, OPGC assumes no responsibility for the misplacement or premature opening of the contents of any envelope and consequent losses, if any, suffered by the Bidder.

Sealed Hard copy tender documents in original with Bid Security/EMD shall be submitted with clearly sealed, superscribed with tender name and indicating Bidder's name & address to following address before Proposal Submission End Date & Time. Owner will not be held responsible for any delay or loss or damage of those documents during transit.

GM (Contracts)

Odisha Power Generation Corporation Limited
Zone-A, 7th Floor, Fortune Towers, Chandrasekharpur,
Bhubaneswar -751023, Odisha, India

4.3. Pre-Bid Clarification

Interested parties are required to send their queries, if any, on the RFP by e-mail to authorized person at contracts.corp@opgc.co.in.

5.0 BID SECURITY/EMD

5.1. Bid Security to be submitted by Bidders

- a. Bidder must furnish a Bid Security of an amount of INR 27,000/- (Indian Rupees Twenty-Seven Thousand only) in form of Account Payee Demand Draft (DD) in favour of "Odisha Power Generation Corporation Limited" Payable at any Commercial Bank, Bhubaneswar; or online payment (NEFT/RTGS) to OPGC bank account as mentioned in the Section 9.0.

The Bid Security (DD or online transfer) must be prepared/transferred before Bid Submission End Date & Time otherwise Bid stands summarily rejected.

No interest shall be payable by the Owner on the above Bid Security. The Bid Security shall be made payable without any condition to the Owner.

MSMEs are eligible to get the benefit of exemption from payment of Bid Security/EMD, provided the participating Bidders are registered as MSME for providing Catering Services and they should be registered as MSME Vendors under NSIC/Udyam/DIC.

- b. Non-submission of requisite Bid Security shall not be considered for further opening of the Techno Commercial Proposal. Submission of Bid Security of inadequate value and/or validity will not be acceptable and in such case Proposal submission of such Bidder shall be rejected. The Bid Security will be verified by OPGC with the issuing bank and if any discrepancy is found and not acceptable to OPGC, the Proposal submitted by the Bidder will be out rightly rejected.
- c. The Bid Security furnished by the Bidder shall be forfeited/invoked in following cases.
 - i. If a Bidder revokes, withdraws or modifies unilaterally its Techno-Commercial Proposal and/or Price Proposal during the period of their validity period;

- ii. If, during evaluation of Price Proposals, OPGC ascertains that there is discrepancy in the Proposal price due to arithmetical error, and on communicating such error to the Bidder, the Bidder does not accept the proposed correction of in the Price Proposal;
- iii. If the Bidder refuses to withdraw any deviation, specified in the Price Proposal or in the Techno Commercial Proposal contrary to provision of RFP, without any cost to OPGC.
- iv. If the Bidder/its representative commits any fraud while competing for the Contract; or
- v. If, in the event that the Proposal validity period is extended by the Bidder, and the Bidder fails to comply with any condition of re-validation or confirmation or fails to deliver a replacement Bid Security within the timeframe notified by OPGC; or
- vi. If the Bidder does not withdraw the conditional Price Bid without any additional price implication; or
- vii. If the Bidder or his representatives commits any violation of the Section 8.0 of this RFP while participating in the Bidding Process.
- viii. 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 execute the Contract as per the scope of services and terms & conditions of this RFP.

5.2. Return of Bid Security

OPGC will return the Bid Security as per following as applicable:

- a. The Bid Security of the Successful Bidder to whom a Contract is awarded, will be returned after successful completion of work in all respect as per the scope of services of this RFP by the said Bidder. Bid Security must be extended to cover such period as may be required till successful completion of work.
- b. The Bid Security of all unsuccessful Bidders will be returned at the earliest within thirty (30) days after declaration of the Successful Bidder.
- c. The Bid Security for the Bidders who do not meet the Qualification Requirement shall be returned at the earliest within thirty (30) days of the declaration of the Qualified Bidders.

6.0 EVALUATION PROCESS

6.1. Evaluation of Techno Commercial Proposal

The Techno-Commercial Proposals will be evaluated first for compliance with the requirement of this RFP including the scope of services specified in Appendix-A to ITB and Key Commercial Terms specified in Annexure-C to ITB. Any deviations with respect to terms of this RFP shall lead to **"rejection."**

Bidder shall submit its proposal in full compliance. Deviation shall not be taken anywhere in the proposal. If any deviations are found OPGC may, in its sole discretion, reject the Bidder's proposal.

Bidder needs to comply with all the conditions of Qualifying Requirements mentioned in Section 3.0. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. Bidder is required to provide proof for each of the points to be eligible for evaluation. Bidders whose proposals fully comply with all the provisions of qualifying requirements will be listed as Qualified Bidders and their Proposals will be considered for further technical and commercial evaluation.

OPGC will simultaneously evaluate the Qualification Requirements and Techno Commercial details submitted in Techno Commercial Proposal. During this process if any Bidder is found not meeting the minimum Qualifying Requirements, then its Techno Commercial Proposal will not be reviewed further and shall be not considered for any further evaluation.

Price Proposal of those responsive Qualified Bidders shall be opened for further evaluation. OPGC shall notify the date of opening of the Price Proposals of those Qualified Bidders.

6.2. Evaluation of Price Proposal

After notification of opening of Price Proposal of Qualified Bidders, the Price Proposal shall be opened. The Price Proposal evaluation shall be done based on quoted all-inclusive Price by the Bidder. The Successful Bidder shall be selected amongst the Qualified Bidders based on all-inclusive lowest evaluated Price (L1) basis.

In case, evaluated Price of two (2) or more bidders are the same, then the Successful Bidder shall be determined based on the nearest location (aerial distance) of the authorized premises (kitchen) of those bidders from OPGC Corporate Office at Fortune Towers, Chandrasekharpur, Bhubaneswar-751023

Save and except as provided in this RFP, OPGC shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Proposal and forfeiture of the Bid Security.

6.3. Award of Contract

OPGC shall declare L1 Bidder as Successful Bidder and appoint Successful Bidder as Agency (Primary Agency) **for Providing Catering Services at OPGC, Corporate Office, Bhubaneswar** as per the scope of services by issuing Letter of Award (LOA).

OPGC may empanel multiple bidders (maximum five L1 to L5 Bidders) for providing **Catering Services**, as & when required at acceptable Price from the Qualified Bidders, adopting following procedure.

OPGC reserves the right to engage one (1) more Agency (L2 Bidder) to provide the Service at acceptable price. If L2 Bidder doesn't agree, then L3 Bidder may be asked to provide the service at acceptable price. If L3 Bidder doesn't agree, then L4 Bidder may be asked to provide the service at acceptable price. If L4 Bidder doesn't agree, then L5 Bidder may be asked to provide the service at acceptable price.

Key commercial terms of the engagement are provided in Annexure-C. The Bidder will be required to commence the services specified in the scope upon issuance of the LOA and intimation from Owner.

Owner reserves the right to accept or reject any or all Proposals submitted by Bidders and further reserves the right not to award the Contract to the lowest evaluated Bidder or not at all.

7.0 BIDDING SCHEDULE

Particulars	Tender Timeline (Working Days)
Date of issuance of NIT	27 th February 2026
Last Date of Submission of Techno Commercial Proposal & Price Proposal (Proposal Submission End Date)	18 th March 2026 upto 15:30 Hrs. (IST)
Techno-Commercial Proposal Opening Date	18 th March 2026 at 16:30 Hrs. (IST)
Opening of Price Proposal (Indicative)	To be intimated

If any of the above dates or further extension dates falls on Holiday or non-working day, then the same is to be rescheduled to the next working day.

8.0 GENERAL GUIDELINES FOR THE BIDDERS

8.1. Language

The submissions prepared by the bidders, 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 submissions.

8.2. Corrections and Erasures

No erasures or over writings shall be permissible. 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 submissions. All alterations, omissions, additions, changes or any other amendments made in the submissions shall be initialed by the person(s) signing the submissions.

8.3. Submission Ownership

Documents submitted by the Bidder shall become the property of OPGC and OPGC shall have no obligation to return the same to the Bidder.

8.4. Submission cost

The Bidder shall bear all costs and expenses associated with the preparation and submission of its proposal and OPGC shall under no circumstances be responsible or liable for any such costs.

8.5. Proposal Validity Period

All Proposals, not rejected for any other reason, shall remain valid for a period of sixty (60) Days from the respective Proposal Submission End Date. Each Proposal shall indicate that it is a firm and irrevocable offer. Non-adherence to this requirement will be a ground for declaring the Proposal as non-responsive. In case of the Bidder revoking or withdrawing/ cancelling his Proposal, varying any term in regard thereof during the validity period of the RFP without the written consent of Owner, the Proposal submitted shall be liable for rejection.

8.6. Extension of Submission Date

OPGC may, at its sole discretion, decide to extend the Submission Date. In such a case, all rights of OPGC previously subject to the Submission Date will thereafter be subject to the new Submission Date.

8.7. Ownership of Bids and Responses

Without affecting any intellectual property rights, which may exist in a response to this RFP document, all responses submitted will become the property of the OPGC. Without limiting this section, the OPGC reserves the right to copy and reproduce responses for the purposes of evaluation, clarification, negotiation and/or Memorandum of Understanding execution and anything else related to these purposes. In addition, OPGC 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 Memorandum of Understanding entered into with a Bidder.

8.8. Details and Signature of Bidder

The Proposal shall contain the name, residence and place of business of person (s) making the Proposal 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 Proposal.

8.9. Ethics

Bidders are expected to observe the highest standard of ethics from RFP stage till execution of Contract and thereafter and not to indulge in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice. OPGC reserves a right to carry out the relevant due diligence on the Bidder and seek information if required.

For the purposes of this provision, the terms used herein are defined 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 OPGC and includes collusive practices among Bidders (prior to or after Proposal submission) designed to establish Proposal 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 OPGC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a conflict of interest as stated in Section 8.10; 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.

8.10. Conflict of Interest

Bidders shall state in their Proposal any circumstances, arrangements, understandings or relationship that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with Bidder's obligations under this RFP or under any contract which may be negotiated or executed between the Bidder and OPGC. The Bidder 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 OPGC or any other interests during the bidding process.

8.11. Confidentiality

Information relating to examination, evaluation and recommendation for selection of Successful Bidder shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising OPGC in relation to, or matters arising out of, or concerning the bidding process. The parties will treat all information, issued by OPGC or submitted by Bidder as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The parties 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 OPGC or as may be required by law or in connection with any legal process. In the event, parties are 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 is required to.

8.12. False or Misleading Claims

If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement, in any manner whatsoever, in order to create circumstances for the acceptance of the submissions, OPGC may in its absolute discretion exclude or reject any submissions that in the reasonable opinion only of OPGC contains any false or misleading claims or statements. OPGC has no liability to any person for excluding or rejecting any such submissions.

8.13. Right to Accept or Reject Any or All Proposal or to Annul the Bidding Process

OPGC reserves the right to accept or reject any Proposal OR to annul the bidding process and reject all Bids at any time prior to Contract award OR to not award the Contract to the Successful Bidder or not award the Contract at all, without assigning any reasons thereof. For such decisions, OPGC shall not entertain any claim whatsoever on this account. No Bidder shall have any claim on OPGC for cost or otherwise in case its Proposal is rejected or the bidding process is annulled. Decision of OPGC will be final and binding on all the Bidders in this regard.

8.14. Governing Law and Dispute Resolution

The Governing Law of this RFP shall be the substantive law of India. In the event of any dispute, claim or controversy arising out of this RFP, both the OPGC and the Bidder shall try to resolve it amicably. In the event no amicable solution could be achieved, the same shall be settled through Legal proceedings. For any proceedings arising out of or concerning or connected with such dispute, appropriate Courts at Bhubaneswar shall have exclusive jurisdiction.

8.15. Banning

OPGC has the Banning Policy as stated in its website at www.opgc.co.in. Bidder/Contractor may be debarred from business dealings on account of any of the grounds and following the procedures as detailed in the said Policy. Bidders shall certify their compliance with the Banning Policy. Bidder further confirms that if at any point, the declarations given are found to be incorrect, OPGC shall have the full right to reject the bid/terminate the contract and take any action as per applicable laws for breach of bid/contract including forfeiture of Bid & Performance Security.

9.0 OPGC CONTACT ADDRESS AND INFORMATION

For any clarification, the Bidders may contact GM (Contracts) at the following address.

Postal Address	: GM (Contracts) Odisha Power Generation Corporation Limited Zone-A, 7 th Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar, Odisha, India -751023.
Mobile	: +91-9338715401/7752015226
Landline	: +91-674-2303765/66
Email	: contracts.corp@opgc.co.in
Website	: www.opgc.co.in
OPGC Bank Account Number	: 380805010000063
Bank IFSC Code	: UBIN0579289
Bank Details	: UNION BANK OF INDIA, LARGE CORPORATE BRANCH, BHUBANESWAR, ODISHA, INDIA- 751003
OPGC PAN Number	: AAACO4759R
OPGC GSTIN Number	: 21AAACO4759R1ZZ
OPGC CIN Number	: U40104OR1984SGC001429

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APPENDIX-A

SCOPE OF SERVICE

1. SCOPE OF SERVICE:

Caterer's scope covers the following:

- a. Preparation of Lunch, Packaging in sterilized food container and Delivery of Lunch at OPGC Corporate Office, Bhubaneswar and serve food in Sterilized Stainless Steel trays.
- b. Caterer shall supply Lunch on the official working days **after 13:00 Hrs. & before 13:30 Hrs. and continue upto 14:30 Hrs.** as per the MENU as described below.
- c. Caterer to depute Service Person for the delivery & serving of the Lunch to the individual person. Caterer shall ensure that the Service Person should wear neat and clean uniform/dress, covered their hairs and put face mask, gloves etc. while serving Lunch at OPGC.
- d. Caterer shall ensure use of best quality ingredients/grocery/food items (as per the brand name mentioned below) and fresh seasonal vegetables.
- e. Caterer shall provide the Lunch in well Sterilized Stainless Steel trays.
- f. Caterer shall bring their waste bin/container to take away the waste food or residuals and arrange to take away the unwashed trays with them and bring the same on next working day duly washed and sterilized.
- g. Caterer ensure that polythene carry bags shall not be used.
- h. Caterer shall arrange all the containers/trays/spoons/waste bins etc.

(A)MENU:

DAY	LUNCH MENU (ITEMS)	QUANTITY
	Common Item- all Day Green Chilly, Mixed Dahi Salad, Salt, Papad, Onion & Achar	
Monday	Rice (Arua)	250 Grms.
	Roti	2 pcs. (50 Grms.)
	Dalma	150 Grms.
	Veg. Chips	50 Grms.
	Khata (Tamato/Khajuri/Mango/Fruits)	50 Grms.
	Saga Nadia Bhaja	100 Grms.
Tuesday	Kheeri	100 Grms.
	Boiled Rice (Usuna)	250 Grms.
	Roti	2 pcs. (50 Grms.)
	Harad Dali	100 Grms.
	Vegetable Mix Ghanta with Paneer	100 Grms.
	Vegetable Mix Bhaja	50 Grms
Wednesday	Seasonal Veg Kasha	100 Grms.
	Boiled Rice (Usuna)	250 Grms.
	Roti	2 pcs. (50 Grms.)
	Harad Dali	100 Grms.
	Chicken Kasha (4 Pcs.)- Non veg meal	150 Grms.
	Paneer Mix Veg/Masala- Veg meal	150 Grms
	Vegetable Mix Bhaja	100 Grms.
Thursday	Chips	50 Grms.
	Rice (Arua)	250 Grms.
	Roti	2 pcs. (50 Grms.)
	Dal Tadka/Dal Fry	100 Grms.

	Vegetable Curry (Seasonal)	100 Grms.
	Mix Bharta	50 Grms
	Kabuli Channa Masala	100 Grms.
Friday	Boiled Rice (Usuna)	250 Grms.
	Roti	2 pcs. (50 Grms.)
	Harad Dali	100 Grms.
	Mix Vegetable Bhaja	50 Grms.
	Fish Masala (2 Pcs.)- Non veg meal	150 Grms.
	Mushroom Masala- Veg meal	150 Grms.
	Mix Bharta	50 Grms.
Saturday	Vegetable Biryani with Raita OR Vegetable Pulao with Raita	250 Grms.
	Harad Dali	100 Grms.
	Mix Veg. Ghanta with Paneer	150 Grms.
N.B:		
i) Green Chilly, Mixed Dahi Salad, Salt, Papad, Onion & Achar shall be provided with each meal every day.		
ii) 10 Pcs. of Roti (each 25 Grams.) shall be provided separately in addition to the total nos. of meals in Lunch on each delivery day without any additional charges.		
iii) All the above-mentioned items shall be less spicy & less oily. All Curry and Bhaja items shall be cooked in mustard oil and with less potato.		
iv) <u>Veg, Paneer & Mushroom Curry</u> shall be either of "Parwal Rassa, Mixed Veg. Soya Ghanta, Fulkobi Kassa, Bandhakobi Masala, Janhi Posto, Panasa Kassa, Chhena Muttor Tarkari, Veg Manchurian, Chuin Badi baigana Sabji, Navratna Korma, Paneer Muttor, Paneer Butter Masala, Paneer Hyderabad, Mushroom Masala/Capsicum etc."		
v) <u>Bhaja</u> shall be either of "All Veg mixed bhaja, Parwal Bhaja, Kalara alu chips, Bhindi Masala/bhaja, Gobi bhaja, Chuin bhaja, Chana Masala etc."		

(B) BRAND OF RAW MATERIALS OR INGREDIENTS TO BE USED FOR PREPARATION OF FOOD ITEMS

Sl	Raw Materials	Brand/Quality
1.	Refined Oil	Saffola/Sun Drop/Fortune/Freedom
2.	Mustard Oil	Engine/Fortune/Freedom/Patanjali
3.	Harada Dali	Grade 'A' (Fine Quality-Non-polish)
4.	Raw Rice	Basmati/Dehradun/Good quality Usuna
5.	Atta (Sarbatl)	Ratha/Aashirvaad/Fortune
6.	Sauce	Kissan/Maggie etc.
7.	Papad	Lizzat/Sriram
8.	Curd/ghee/paneer/chhena	Omfed or Amul or Pragati or high quality local
9.	Haldi powder/Chilli powder/Masala powder	MDH/Grihasti/Ruchi/Everest/Bharat Masala
10.	Salt	Tata low sodium
11.	Mushroom	Fresh Local
12.	Vegetables	Fresh seasonal

ANNEXURE-A TO ITB

TECHNO-COMMERCIAL PROPOSAL

FORMS AND FORMATS

BID SECURITY/EMD SUBMISSION

[On Bidder's Letter Head]

(This Bid Security/EMD is to be submitted by the Bidder along with the covering letter)

Letter:

Date:

To,

General Manager- Contracts

Odisha Power Generation Corporation Limited

Zone-A, 7th Floor, Fortune Towers

Chandrasekharpur, Bhubaneswar

Odisha- 751023

Subject: Proposal for "Appointment of Agency for Providing Catering Services at OPGC, Corporate Office, Bhubaneswar." - Bid Security.

Dear Sir,

Enclosed is the Bid Security in the form of Online payment/DD bearing No. _____ dated _____ issued by _____ Bank, _____ Branch for amount of **INR 27,000/- (INR Twenty Seven Thousand only)** payable at Bhubaneswar, as per provisions of Request for Proposal (RFP) issued by OPGC for "Appointment of Agency for Providing Catering Services at OPGC, Corporate Office, Bhubaneswar."

Exempted as MSME Bidder.

MSME Certificate Details:

SIGNATURES

For and on behalf of: [Bidder's Name]

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

Name of the Person: -----

Designation: -----

Enclosures: Online payment/DD/MSME Certificate as above.

COVERING LETTER
[On Bidder's Letter Head]

Date:

To,
General Manager (Contracts)
Odisha Power Generation Corporation Limited
Zone-A, 7th Floor, Fortune Towers
Chandrasekharapur, Bhubaneswar
Odisha- 751023

Dear Sir,

Sub: Proposal for "Appointment of Agency for Providing Catering Services at OPGC, Corporate Office, Bhubaneswar."

Ref: NIT NO.: OPGC/CO/RFP/CANTERING SERVICE/27022026.

Please find attached herein our Proposal (together with all attachments thereto duly completed, the 'Techno Commercial Proposal') and our Price Proposal (together with all attachments thereto duly completed, the 'Price Proposal') in response to Request for Proposal (RFP).

We hereby confirm the followings:

A. DECLARATION AND AUTHORISATIONS

1. The Techno Commercial Proposal and Price Proposals are being submitted by **[Bidder - Organization name]** in accordance with the conditions stipulated in the RFP of OPGC and following amendments thereto, issued by OPGC receipt of which is hereby acknowledged.
Number _____ Dated _____
Number _____ Dated _____
2. **[Bidder - Organization name]** have examined in detail, have understood, and abide by all terms and conditions stipulated in the RFP issued by OPGC. Bidder acknowledges OPGC's right to accept or reject any Proposal OR to annul the bidding process and reject all Bids at any time prior to contract award OR to not award the Contract to the Successful Bidder or not award the Contract at all, without assigning any reasons thereof and without any liability to Bidder for any cost or risk on account of the same.
3. The information contained in the proposal is complete and accurate in all material respects. **[Bidder-Organization name]**, undertakes to notify the OPGC promptly upon Bidder becoming aware of any material fact which tends to render Bidder's proposal misleading or inaccurate. **[Bidder- Organization name]** confirms its Submissions as per RFP Requirement. **[Bidder- Organization name]**, 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.
4. **[Bidder- Organization name]** hereby confirms and undertakes that it has not been debarred/blacklisted by Government of Odisha & it's PSUs, Government of India & it's PSUs as on proposal submission end date failing which shall be disqualified automatically in this tender.

5. **[Bidder – Organization name]** has necessary legal right to submit the Proposals in connection with this RFP. A duly certified true and complete copy of the legal rights is attached hereto as Appendix-4 to Annexure-A, ITB.
6. **[Bidder- Organization name]** undertakes that it shall perform Scope of Services without compromising on OPGC’s interests and shall avoid any such conflict of interest in its dealings while performing Scope of Service for OPGC’s as per the provisions of the Contract in case the **[Bidder- Organization name]** enters into the Contract with OPGC at a later date.
7. **[Bidder- Organization name]** designates Mr./Ms. _____ as Bidder’s representative and in the absence of Mr./Ms. _____ as above, designates Mr./Ms. _____, who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into Bid commitment etc. on behalf of the Bidder, in respect of the tender. (Provide designation, contact address, phone no. etc. in Appendix-3 for the above designated persons)
8. **[Bidder- Organization name]** hereby confirms that it has perused the Scope and Key Commercial Terms in detail and agrees to abide by the same as provided, if Bidder is appointed as Agency.
9. **[Bidder-Organization name]** hereby undertakes that it has submitted a **NO DEVIATION** Proposal. Bidder also confirms that it has not taken any deviation with respect to RFP, draft Contract document and Technical Specifications in its submitted Proposal. Bidder also confirms that it has not taken any deviations anywhere in the submitted Price Proposal, if any deviation found anywhere in the Techno-commercial Proposal and Price Proposal the whole submitted Proposal shall be rejected and OPGC shall disqualify our Proposal in line with the term of the RFP.
10. **[Bidder-Organization name]** confirms that it is not banned under OPGC Banning Policy as stated in OPGC website. Bidder further confirms that if at any point, the declarations given are found to be incorrect, OPGC shall have the full right to reject the bid/terminate the contract and take any action as per applicable laws for breach of bid/contract including forfeiture of Bid & Performance Security.
11. **[Bidder-Organization name]** confirms that bidder has not been declared as insolvent under Insolvent and Bankruptcy Code (IBC) or proceedings of insolvency, if any or has not been initiated against them.

B. BID VALIDITY

12. **[Bidder- Organization name]** confirms that the Techno Commercial Proposal and the Price Proposal submitted is valid for a period of sixty (60) days from the Proposal Submission End Date.

C. SIGNATURES

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

ORGANIZATION DETAILS & AUTHORIZED REPRESENTATIVE*[on Bidder's Letter Head]*

Bidder's Details					
Name of the Bidder	<i>[Bidder to provide details]</i>				
Date of Incorporation	<i>[Bidder to provide Incorporation Certificate]</i>				
Registered Address	<i>[Bidder to provide details]</i>				
Communication Address: (if different from the registered address)	<i>[Bidder to provide details]</i>				
Address of authorized premises (Kitchen) within BMC area as per FSSAI License					
Co-ordinates (Latitude & Longitude) of authorized premises (Kitchen) within BMC area as per FSSAI License					
PAN Number/Country of Tax Residence	<i>[Bidder to provide details & attach supporting documents]</i>				
GSTIN	<i>[Bidder to provide details & attach supporting documents]</i>				
FSSAI No. with Validity Date					
Trade License No. with Validity Date					
MSME Details	<i>[Bidder to provide details & attach supporting documents]</i>				
Financial Strength (Turnover) of Bidder (INR in lakh)	FY 2024-25	FY 2023-24	FY 2022-23	FY 2021-22	Average
Details of Bidder's Authorized Persons (stated in Appendix-2: Covering Letter)					
(1) Name & Designation					
Telephone Number					
Mobile Number					
Email Address					
(2) Name & Designation					
Telephone Number					
Mobile Number					
Email Address					

Note:

- Bidder shall submit Authorization Documents/Power of Attorney in the name of its Authorized Signatory signing the Techno Commercial Proposal and Price Proposal. Authorized Signatory shall also be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into Bid commitment etc. on behalf of the Bidder, in respect of this RFP.

Signature and Stamp of Bidder

Annexure-A to APPENDIX-3**CHECK LIST**

Sl.	Particular	Submission/Information
1.	Legal Rights	Yes/No
2.	Technical Specification and Other terms of RFP If not complied,	Complied / Not Complied Yes/No
3.	Compliance with Section 3.0 Documents Submitted Meeting Qualification Requirements under Section 3.0	(Yes/No) (Yes/No) _____
4.	Validity of Techno-Commercial and Price Proposal	Up to ____/____/____
5.	Bid Security/EMD in the form of DD in favor of OPGC or Online payment	Yes/No

Signature and Stamp of Bidder

LEGAL RIGHTS TO SUBMIT THE PROPOSALS**A. AUTHORIZATION DOCUMENTS OF BIDDER**

The following documents in respect of true and complete copy of the necessary legal rights to submit the Proposals duly executed and delivered by the Bidder are attached.

Sl	Particulars
1	Authorization to submit Proposal – Certified True Copy of the Board Resolution for submission of Techno Commercial Proposal & Price Proposal.
2	Power of Attorney in favour of the Authorized Representatives (Signatories) for submission of Techno Commercial Proposal, Price Proposal and doing all acts required in relation to the Bidding process leading to execution of the Contract.
3	Memorandum and Articles of Association along with Certificate of Incorporation/Applicable registration certificate of the entity.

Note: All copies of the original documents shall be duly certified by notary.

Signature and Stamp of Bidder

FORMAT FOR SUBMISSION OF TECHNO-COMMERCIAL INFORMATION**INFORMATION TO BE SUBMITTED AS PART OF TECHNO-COMMERCIAL PROPOSAL**

We, (**Bidder – Organization Name**), confirm that we meet the qualifying requirements specified in RFP. We confirm that we meet the qualifying requirements specified under Section 3.0 of RFP. Accordingly, we are providing the following information supporting the qualification requirements.

A. DETAILS RELATED TO EXPERIENCE

The Bidder shall have successfully carried out (either completed or ongoing contracts) in providing **Catering/Food-Hospitality Services to different establishments (Office/Hospital/Hostel/Guest House) in Bhubaneswar (BMC Area).**

List of contracts executed by Bidder in BMC area in the following format.

Sl	Client Name and details of contact person	Scope of Services Provided (Please mention only those relating to Catering Service)	Contract Value (in INR)	Date of completion of the Contract	Executed Value during last five (05) years (in INR)	Contracts or Work Orders or Agreements & Experience Certificate from Client or Customer payment certificates
	Bidder to submit documentary evidence like LOA executed and Completion certificate received from client			Completion certificate received from client		Client certificate
1.						
2.						
3.						
...						
....						

Note:

- Interested Bidders to indicate the Client name, contact person and its address along with the name.
- Testimonials or Performance or Completion certificates or Payment certificate from clients from clients to demonstrate the credentials.
- All above line items provided in the table above shall be filled properly and compulsorily by the Bidder, failing which the bid shall be rejected.

(Signature of Authorized Representative)

ANNEXURE-B**PRICE PROPOSAL FORMAT***[On Bidder's letterhead]*

Bidder shall submit Priced Bid in the Price Proposal Envelope. Lowest evaluated L1 Price inclusive of all & including GST shall be declared as Successful Bidder as per clause no. 6.2 of the ITB.

Sub: "Appointment of Agency for Providing Catering Services at OPGC, Corporate Office, Bhubaneswar."

The Price as per the Scope of Service are quoted as under:

(All Prices in INR)

Sl. No.	Particulars	Cost per Lunch Meal in INR including all & excluding GST (The quoted price should be within INR 120/-)	SAC Code	Present quoted GST Rate (in %)
(A)	(B)	(C)	(D)	(E)
1	Lunch Meal as per the Menu mention in scope of service.	[]	[]	[]

Note:

- Bidders should submit their proposal strictly as per the price proposal format. Any deviation proposal shall be outrightly rejected.
- The quoted Price is inclusive of all and excluding applicable GST. GST will be paid extra against GST invoice.
- The quoted price (column C) should be within INR 120/-. Proposal of Bidders who quoted price higher than INR 120/- shall be rejected.
- Bidders should submit the **SAC Code** in column D & **Present quoted GST Rate (in %)** in column E above. In case of Bidders quoting blank against GST Rate (in column E above), prevailing GST Rate as on Bid Submission End Date shall be considered and loaded on the quoted price at column C.
- Delivery/Transportation charges shall be paid extra over & above the meal cost @ lumpsum INR 600/- (inclusive of GST) per day on actual day of delivery and billing shall be done on monthly basis.

Authorized Signature of the Bidder

ANNEXURE-C

OPGC, at its sole discretion, shall appoint Successful Bidder as Agency and issue Letter of Award (LOA). The key commercial terms of the engagement are provided herein.

KEY COMMERCIAL TERMS

- 1. Contract Period:**

The tenure of the contract is for a period of one (01) year from the start date as per LOA. There will be a review of Caretaker's performance by the Management from time to time and shall be terminated, if found unsatisfactory. If it is found that the food quality, catering service is satisfactory, the contract may be extended further on mutually agreed terms and conditions.
- 2. Price**

The unit price of the meal is **INR _____/-** (Rupees _____ Only) excluding applicable GST (GST@ _____%) for the attached scope of service & menu attached. The Price is firm.
- 3. Delivery/Transportation Charges**

Caterer shall be paid delivery/transportation charges extra over & above the meal cost @ lumpsum INR 600/- (inclusive of GST) per day on actual day of delivery at OPGC, Corporate Office and billing shall be done on monthly basis. The Price is firm.
- 4. Taxes & duties:**

The price shall be including of all & excluding applicable GST. GST will be paid extra against GST invoice. Income tax and any other applicable taxes, duties & levies etc. shall be deducted from the raised monthly invoice.
- 5. Statutory deductions:**

All the statutory dues shall be deducted from monthly bills at the rate prevailing at the time of payment of the bills.
- 6. Submission of Bill:**

Bills for the monthly Catering Service along with other related documents in duplicate shall be submitted by the Caterer to Officer-in-Charge of the Service on or before 5th of the succeeding month for verification and recommendation for payment.
- 7. Payment of Bill:**

Payment (on monthly basis) after statutory deductions and other deductions like taxes as applicable, duties, penalties, security deposit etc. shall be released after due certification of the bills by the Officer-in-Charge. Payment shall be made in shape of crossed A/c payee cheque/Electronics mode within Ten (10) working days from the date of submission of correct bill and other supporting documents. Caterer is required to submit the prescribed Bank Mandate form and Vendor Registration Certificate duly filled in all respect to this Office. No advance payment will be made in any case. No interest charges will be paid in case of delay in payment under any circumstances.
- 8. Officer-in-charge:**

Manager (Admn.) or his Authorized Representative is the Officer-in-Charge for this Service.

9. Paying Officer:

Manager (Finance)-Cum-DDO, OPGC, Corporate Office, Bhubaneswar is the Paying Officer.

10. Subletting:

The Service shall not in any manner or degree be sublet. The Service shall be executed under the direct supervision of Caterer's qualified and experienced persons in the relevant field.

11. Labour regulations:

- a) Caterer shall comply with all the provisions of Labour Laws as applicable from time to time and indemnify OPGC.
- b) Caterer shall not engage any workmen below 18 years of age.

12. Obligation of caterer

- a) Caterer shall depute Service Person for the delivery & serving of the Lunch to the individual person. Caterer shall ensure that the Service Person should wear neat and clean uniform/dress, covered their hairs and put face mask, gloves etc. while serving Lunch at OPGC.
- b) If, Caterer's Service Person not found suitable for such services then must be replaced by Caterer immediately.

13. Terms and conditions:

- a) FSSAI & Trade License shall be valid & renewed by the Contractor/Caterer for the Contract period.
- b) All personnel engaged by Caterer should be free from all communicable diseases, any health hazards and shall comply all relevant guidelines. It is Caterer's responsibility to ensure that the Service personnel should not be under the influence of liquor or other addictions while on duty.
- c) Caterer shall provide services on continuous basis in all working days. OPGC shall notify Caterer about any non-official holidays with one (1) day prior notice.
- d) No assignment, transfer or sub-contract is permissible. Caterer is also not entitled to change the constitution of the firm in any manner without the prior permission of OPGC management.
- e) There will be a review of the performance of the Caterer by the OPGC Management from time to time. If it is found that the food quality, catering service of the Caterer is not satisfactory the same shall be intimated to Caterer for improvement.
- f) Caterer shall purchase good quality rice, wheat atta, dal, besan, suji, mustard oil, ghee, groundnut/refined oil, spices, fresh standard vegetables etc. as prescribed by the management. Raw materials/ingredients used by Caterer shall be subject to periodical inspection by the representative of the OPGC management for review of the standard.
- g) Proper Sterilization method should be adopted for cleaning various utensils, crockery and tumblers.

14. Catering Services:

- a) Officer-in-charge will inform Caterer about number of meals Lunch to be supplied for the day on or before 10:30 A.M. of every working day.
- b) Payment will be made as per the number of meals supplied to OPGC in a particular month along with Delivery Charges.
- c) Caterer must ensure that there will be no short supply of Food. The food will be properly packed in sterilized food container that will be provided by Caterer as per the daily/weekly menu chart supplied in advance at the OPGC, Corporate Office.
- d) OPGC reserves the right to reject the quality and quantity of foodstuff prepared at Caterer place, if the same does not commensurate to the schedule of standard under the work order and no compensation payment is admissible in case of such rejection.

15. Penalty:

- a) Management reserves the right to impose penalty @1% of monthly bill value for any one of the following lapses per occasion & shall be recovered from the monthly bill and subject to maximum 5% of the monthly bill.
- i. Delayed Service resulting in any discontentment among the OPGC employees.
 - ii. Service of Sub-standard quality of lunch.
 - iii. Use of inferior quality of ingredients and materials.
 - iv. Food not supplied as per Menu.
 - v. Non-adoption of proper sterilization method for cleaning various utensils, crockery, steel trays, etc.
- b) In case Caterer breaches the contract terms specified therein and unable to supply the Lunch during the contract period without any prior approval of OPGC, the security deposit amount shall be forfeited as per the provision of the contract and OPGC shall initiate appropriate action against Caterer.

16. Termination of Contract:

OPGC can terminate the contract by serving one (1) month notice period.

17. MISCELLANEOUS

- a. No revision or modification of this LOA shall be effective unless it is in writing and signed by authorized signatory of both the parties.
- b. Any license, permits and clearances from Statutory Authority or any other Government bodies required to carry out the scope of work shall be under Agency's scope.
- c. The Bid Security available with OPGC shall be converted as performance security, and the same would be returned after successful completion of contract in all respect.

18. BANNING

OPGC has the Banning Policy as stated in its website at www.opgc.co.in. Agency may be debarred from business dealings on account of any of the grounds and following the procedures as detailed in the said Policy. Agency shall certify their compliance with the Banning Policy. Agency further confirms that if at any point, the declarations given are found to be incorrect, OPGC shall have the full right to terminate the contract and take any action as per applicable laws for breach of contract including forfeiture of Performance Security.

19. GOVERNING LAW AND DISPUTE RESOLUTION

The Governing Law of this RFP shall be the substantive law of India. In the event of any dispute, claim or controversy arising out of this RFP, both the OPGC and the Bidder shall try to resolve it amicably. In the event no amicable solution could be achieved, the same shall be settled through Legal proceedings. For any proceedings arising out of or concerning or connected with such dispute, appropriate Courts at Bhubaneswar shall have exclusive jurisdiction.

20. NOTICES

All notices, demands, requests or other communications that are given by one party to the other party under this LOA shall be in writing and sent in a manner that confirms delivery, addressed as follows:

If to OPGC, the address is:

Odisha Power Generation Corporation Ltd.,
Zone-A, 7th Floor, Fortune Towers,
Chandrasekharpur,
Bhubaneswar – 751023, Odisha, India

If to Agency, the address is:

Each party may designate by notice in writing a new address to which any future notices relating to this LOA may be delivered. Documents delivered by hand shall be deemed to have been received upon delivery; documents delivered by courier shall be deemed to have been received upon receipt, or at the time as delivery is refused by the addressee upon presentation.

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