ODISHA POWER GENERATION CORPORATION LIMITED

(A Government Company of the State of Odisha)

REQUEST FOR PROPOSAL

FOR

SELECTION OF AGENCY

FOR

PROVIDING HOUSEKEEPING AND FACILITY MANAGEMENT SERVICES

AT

OPGC CORPORATE OFFICE, BHUBANESWAR

BID ID No. OPGC/CO/HOUSEKEEPING/21082026

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.

AMRIT ANAND CHAND

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Date: 2026.08.21 13:44:06 +05'30'

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 Bid 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 BACKGROUND & INFORMATION

Odisha Power Generation Corporation Limited ("OPGC"), a Government Company of the State of Odisha having its Corporate Office at Bhubaneswar, is currently owns and operates four (4) units with total capacity of 1740 MW (Units#1&2- 2x210 MW and Units#3&4- 2x660 MW) at IB Thermal Power Station (ITPS), Banharpali, Jharsuguda-768234, Odisha.

OPGC is currently looking to engage reputed and experienced Agencies for providing Housekeeping and Facility Management Services to OPGC with an objective to provide a clean, safe and aesthetically appealing environment. The objective of engaging Cleaning & Housekeeping personnel's is to keep work areas neat & clean, safe & orderly, maintaining areas with floors free of slip and trip hazards, removal of waste materials and other fire hazards from work areas and to provide facility management services.

OPGC is soliciting proposals from experienced and credible Housekeeping Agency, which are well-versed in providing efficient services at OPGC Corporate Office for a maximum period of three (3) Years.

To this objective, OPGC seeks proposal to engage Agency to provide Housekeeping and Facility Management Services to OPGC Corporate office at Zone-A, 7th Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar Odisha for the Scope of the Services specified in Annexure-A of the RFP.

2.0 REQUEST FOR PROPOSAL

OPGC intends to engage a reputed, bonafide, resourceful, potential and experienced housekeeping service provider (the "Agency"), of good financial capacity for performing the services ("**Services**") of **Housekeeping work and Facility Management work at OPGC Corporate Office**, **Bhubaneswar, Odisha** as detailed in Annexure-A hereof. OPGC invites Proposals (hereinafter referred as the "**RFP**") through on-line document submissions to participate in this tendering through the single stage two envelope Bidding process at the Government e-Tender portal ("**e-Tender Portal**") at website https://tendersodisha.gov.in from reputed, experienced, eligible and qualified Agency ("**Bidder(s)**" or "Agency(s)"), to evince their interest for providing Housekeeping and Facility Management services to OPGC. Interested Bidders are requested to submit their Proposals along with their credentials and financial details, as per the enclosed formats and terms & conditions described in this RFP.

Interested Bidders should provide sufficient and relevant information demonstrating that they meet the specified qualified criteria and the evaluation parameters for getting shortlisted for providing the Housekeeping and Facility Management Services.

3.0 SCOPE OF SERVICE

The detailed Scope of Services ("**Services**") of the Agency shall include the work mentioned in Appendix-A and shall include all related works required to perform the Services mentioned therein.

4.0 QUALIFICATION REQUIREMENT

Bidders shall meet the following minimum Qualification Requirements (QR) to become a Qualified Bidder.

Sl.	QUALIFICATION REQUIREMENT (QR)	REQUIRED DOCUMENTS
A.	**General QR**	
i.	The Bidder must have registered in India as a Company under the Indian Companies Act' 1956/2013 OR Limited Liability Partnership Firm registered under LLP Act 2008 OR a Partnership firm registered under the Indian Partnership Act' 1932.	Bidder shall submit copies of a. Certificate of Incorporation; OR b. Certificate of Registration; OR c. Other valid legal documents in support of Bidder as per applicable ACT.
ii.	Bidder must not have been banned, debarred or blacklisted by the Government of Odisha State, Government of India or any of their Public Sector Undertakings (PSUs) during last 3 (three) years.	Bidder shall submit self-declaration in the covering letter.
iii.	Bidder must have valid license under Contract Labour (Regulation & Abolition Act-1970) and valid license under Odisha Shops & Commercial Establishments Act 1956 as on Proposal Submission Date.	Bidder shall submit Copy of valid Contract Labour / Manpower supply license and valid license under Odisha Shops & Commercial Establishments Act.
iv.	Bidder must have valid PAN card, GST Registration, PF Registration and ESIC Registration Certificates.	Bidder shall submit Copy of valid PAN, GST, EPF & ESI registration certificate.
v.	Bidder should not have been declared as insolvent under Insolvency and Bankruptcy Code (IBC) or proceedings of insolvency, if any has not been initiated against the Bidder.	Bidder shall submit self-declaration in the covering letter.
B	**Technical QR**	
vi.	The Bidder must have successfully completed manpower services or similar nature of works in any sector under Central/ State Govt./ Autonomous Bodies/ Private organization in repute during last **seven (07) years** reckoned from the Proposal Submission Date either of the following: - Definition of similar nature of work: - Similar nature of work means "any type of work related to Housekeeping, Cleaning and Facility Management services". i. Three similar completed works each costing not less than the amount equal to **INR 19 Lakhs;** OR ii. Two similar completed works each costing not less than the amount equal to **INR 24 Lakhs;** OR iii. One similar completed work costing not less than the amount equal to **INR 38 Lakhs**.	Bidder shall submit Self-attested copies of a. Relevant contracts or Work Orders or Agreement containing the scope of services, the value of the contract or Work Order or Agreement; and b. Completion certificate from their clients, regarding successful completion of the services with executed value. Client payment receipt against monthly bills, as on last day of the previous month of Proposal Submission Date, in case of ongoing contract.
C	**Financial QR**	
i.	The Bidder should have at least an Average Annual Turnover of **INR One Hundred Forty-Three (₹143) Lakhs** during the last three (3) Financial Years (FY 2022-23, FY 2023-24 and FY 2024-25).	Bidder shall submit a. Copies of Audited financial statements of these Financial Years; b. The audited financial statements FY 2022-23, FY 2023-24 & FY 2024-25

		stating the Annual Turnover under this QR shall be submitted duly verified and stamped by CA in their letter head.
ii.	Net Worth of the Bidder should be Positive as on the last day of the preceding financial year of the Proposal Submission End Date.	Bidder shall submit copies of Audited financial statements. The Financial Statement stating the Net Worth under this QR shall be submitted duly verified and stamped by CA in their letter head.

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 proposals are not allowed to 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.

5.0 PROPOSAL SUBMISSION PROCESS

5.1 Bid Processing Fee/Tender Fee

Interested bidder can participate in the bidding process by paying the requisite non-refundable Bid Processing Fee/Tender Fee of **INR 2,360/- including GST** (Indian Rupees Two Thousand Three Hundred Sixty Only) to OPGC in form of Demand Draft in favour of "Odisha Power Generation Corporation Ltd." Payable at any Commercial Bank, Bhubaneswar or through online transfer (NEFT/RTGS) before Proposal Submission Date to OPGC Bank Account as mention in Appendix-B to ITB. Interested Bidder must pay and prepare the DD before Bid Submission Date & Time and submit original DD to OPGC as offline submission in a separate sealed envelope strictly before the Bid Opening Date & Time, otherwise Bid stands summarily rejected. This is in addition to uploading of the scanned copy of the DD in online portal.

Proposals not accompanied by the requisite Bid Processing Fee/ Tender Fee submission within the stipulated timeline as stated in Section 9.0 shall not be entertained and in such case Proposal will be outrightly rejected.

The RFP documents are non-transferable and shall be bought by the Bidder, who will be Bidding. The Bidder must pay the Bid Processing/Tender Fee from the bidder's own account. Hard copy of RFP document shall not be issued.

Techno Commercial Proposal not accompanied by the requisite Bid Processing Fee **or** Techno Commercial Proposal not accompanied by adequate Bid Security will not be entertained and in such case **whole Proposal will be rejected.**

The Techno Commercial Proposals submitted without Bid Processing Fee/ Bid Security as above shall be rejected and shall not be considered for this bidding process and for further evaluation.

5.2 Process in Brief

RFP Document may be downloaded by any interested Bidder from the e-Tender Portal https://tendersodisha.gov.in as per the specified schedule. The tender is invited under e-tendering process.

The Bidders can enroll themselves on the e-Tender Portal at website https://tendersodisha.gov.in. The use of Digital Signature Certificate ("DSC") Class-3 key is mandatory for e-tendering activities. Accordingly, Bidders should have DSC Class-3 key to participate in e-tendering. Bidders, if required, can obtain DSC Class-3 key from agencies authorized by the Government of India. Bidders are requested to visit the e-Tender Portal for reference to user manuals with detailed guidelines on registration and participation in the e-tendering process. Bids/Proposals shall ONLY be submitted online at the e-Tender Portal on the website https://tendersodisha.gov.in.

The Bidders meeting the Qualification Requirement specified under section 4.0 are required to submit their Techno Commercial Proposal and Price Proposal to Owner as per the Bidding Timeline specified under Section 9.0 along with requisite Tender fee specified in Section 5.1 and Bid Security specified in section 7.1 of this RFP. Firstly, 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 6.1 of this RFP.

The Bidder(s) should possess the Minimum Qualifying Requirement as mentioned above. In case of the bidder not meeting the above Minimum Qualifying Requirement, no further evaluation of the bid will be carried out and the bidder will be **Disqualified**.

Owner reserves its right to reject the Techno Commercial Proposal submitted by the Bidders, who have taken deviations to 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, satisfying the Techno Commercial requirements and subsequent presentation will be declared as **"Qualified Bidder"** in line with the Techno Commercial Evaluation criteria specified in section 6.1 and above. The Price evaluation process shall commence thereafter as detailed in Section 6.2.

The Techno Commercial Proposal shall be evaluated based on 100 marks which carries 80% weightage. The Price Proposal shall be evaluated based on L1 basis which carries 20% weightage. The combined evaluation of Techno Commercial Proposals and Price Proposals will be based on a 100% scale under QCBS evaluation (H1).

The Bidder with highest computed score on Techno Commercial Proposal and Price Proposal shall be selected as the "**Successful Bidder**", with whom OPGC may issue LOA for the work in accordance with terms of the RFP and execute the Contract for appointment of Agency/ Service provider.

5.3 Proposal Submission

OPGC intends to conduct a competitive bidding process on open tender basis. Bidders are required to submit their Proposals in two parts.

A. <u>TECHNO-COMMERCIAL PROPOSAL (FIRST PART)</u>

Details to be submitted as per the format identified as Appendix-1 and Appendix-6 of Annexure-A to ITB along with details of Bid Processing/Tender Fee, Bid Security and supporting documents along with Unpriced copy of Price Proposal format. 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.

B. PRICE PROPOSAL (SECOND PART)

Details to be submitted in online Price Bid BOQ (.pdf file) as per the format identified as Annexure- B of the ITB. Price Proposal shall be submitted through on-line Government e-procurement portal ("**e-Tender Portal**") at website https://tendersodisha.gov.in.

Bidder shall submit and upload their proposal (i) Techno-Commercial Proposal with electronic copies of Bid Processing/Tender Fee & Bid Security/EMD and (ii) Price Proposal on-line through Government e-procurement portal ("**e-Tender Portal**") at website https://tendersodisha.gov.in.

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 Part). If any of the bidder have given any price/commercial details in their Unpriced copy of Price Proposal format under Techno-Commercial Proposal, their offer is liable for rejection and will not be considered for further evaluation.

Hard copy documents in original of Bid Processing/Tender Fee Demand Draft if paid by DD, Bid Security Instrument: Bank Guarantee or Insurance Surety Bond or Demand Draft or FDR and Power of Attorney/Authorisation documents shall be submitted, with clearly sealed, superscribed with tender name and indicating Bidder's name & address, to following address within **cut-off date as mentioned in the Bidding Schedule as per section 9.0 of RFP**. Owner will not be held responsible for any delay or loss or damage of bid documents during transit and in such events the bid stands rejected summarily. If above hard copy documents are not received before due date and time as mentioned in the Bidding Schedule as per section 9.0 of RFP, it shall be declared nonresponsive.

GM- SCM (Corporate Contracts)
Odisha Power Generation Corporation Limited
Zone-A, 7th Floor, Fortune Towers, Chandrasekharpur,
Bhubaneswar -751023, Odisha, INDIA

No other hard copy documents (other than above) should be submitted directly to OPGC.

5.4 Pre-Bid Meeting

OPGC may arrange a Pre-Bid meeting amongst all interest Bidders, if any important clarifications needs to be addressed by Owner. The 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.

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 Commercial Terms specified in Annexure-C. Any deviations with respect to terms of this RFP may lead to "**Rejection**". Further Responsiveness to the Techno Commercial requirements of the RFP will be evaluated.

Bidder shall submit its proposal in full compliance. No deviation shall 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 the Section 4.0. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The 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 Qualifying Requirements, then its Techno Commercial Proposal will not be reviewed further and shall be not considered for any further evaluation.

The Techno Commercial Proposal shall be evaluated based on 100 marks which carries 80% weightage. The combined evaluation of Techno Commercial Proposals and Price Proposals will be based on a 100% scale as per the details given below. Bidders Proposal shall be evaluated as per following weightage.

PARAMETER	WEIGHTAGE
Techno-Commercial Weightage (T)	**80%** (W1)
Price Weightage (C)	**20%** (W2)

The Proposal with the highest weightage combined score (quality and cost) shall be selected based on following calculation Formula:

$$H = [\{(T/T_{high}) \times W1)\} + \{(C_{low}/C) \times W2\}]$$

Where,

H	=	combined evaluated score
C	=	evaluated Bid price of respective Bidder
C_{low}	=	the lowest of all evaluated Bid price among Technically Qualified Bidders
T	=	the total evaluated Technical score of respective Qualified Bidder
T_{high}	=	Highest Technical score achieved amongst the Qualified Bidders
W1	=	weightage for the Techno-Commercial Proposal as specified in RFP
W2	=	weightage for the Price Proposal as specified in RFP

The proposal with the highest weightage combined evaluated score (H-1) shall be termed as the **Successful Bidder** and shall be awarded the LOA after due negotiation if required.

As per the Evaluation parameter table stated herein below, out of all Bidders complying the Qualification Requirement & satisfying the Techno Commercial requirements, Top five (5) Bidders, on the basis of marks obtained out of Eighty (80) marks (table- A.a.5, Total of Techno Commercial document evaluation) shall be shortlisted and declared as "**Shortlisted Bidder**". These Shortlisted Bidder would be called for a presentation before the OPGC for the further evaluation. Marks obtained in the presentation stage out of twenty (20) marks (table- A. b, Presentation with respect to the scope of Service) would be added to the marks obtained in the above stage (table- A.a.5) to finalize the total marks of Techno Commercial Evaluation (table- A.c). The total Techno Commercial evaluation shall be done based on 100 marks which carries 80% weightage of the final evaluation.

All other Bidders, except those top five Shortlisted Bidders, shall be deemed rejected and not considered for further Price Evaluation. Amongst top five Shortlisted Bidders, those who failed to attain the presentation before OPGC shall be treated as non-responsive, accordingly proposals submitted by the said Bidder shall be deemed rejected and not considered for further Price Evaluation. Non participation in the presentation shall lead to reject and forfeiture of Bid Security.

The Shortlisted Bidders would be required to demonstrate their credentials before OPGC through a presentation.

Techno Commercial Proposal of the Bidders, which are found acceptable, will be further reviewed and evaluated as per the Evaluation Criteria specified herein.

Sl	Evaluation Criteria	Sub- Criteria	Maximum Marks	Weightage
A.	**TECHNO COMMERCIAL EVALUATION**		**(Points)**	**(%)**
a.	**Techno Commercial document evaluation**			
1.	Number of Work Order/ Contracts beyond 19 Lakhs, successfully completed similar nature of works in any sector under Central/ State Govt./ Autonomous Bodies/ Private organization in repute during last seven (07) years reckoned from the proposal submission date.	• 2 marks shall be assigned to the bidder for every work order.	*20*	**80%**
2.	**Order Value** Successful executed work completion value beyond 38 Lakhs for similar nature of works in any sector under Central/ State Govt./ Autonomous Bodies/ Private organization in repute during last seven (07) years reckoned from the proposal submission date.	• minimum 2 marks shall be assigned for completed value of INR 38 Lakhs and thereafter 2 marks for every completed value of INR 5 lakhs beyond INR 38 Lakhs.	*20*	
3.	Average Annual Turnover during last three (03) years (FY 22-23, FY 23-24 & FY 24-25) should be at least INR 143 Lakhs or more. Audited Balance Sheet and profit & Loss A/C must be submitted along with the Techno-commercial Bid. In case the account is not audited a certificate from a chartered accountant should be produced towards turnover.	1 mark shall be assigned to the Bidder for every additional average Annual Turnover of every completed INR 2 Lakhs, beyond INR 143 lakhs during last 3 Financial Year (FY 22-23, FY 23-24 & FY 24-25).	*20*	
4.	Manpower Strength in the payroll of the Bidder as on Proposal Submission Date as per EPF Challan submitted by Bidder.	Marks shall be assigned to the Bidder against total no. of manpower for whom EPF contribution is currently (as on Proposal Submission Date) being	*20*	

		paid on corresponding month by the Bidder as per the followings: i. 5 marks shall be assigned to the Bidder based on Manpower strength ***equals to or more than 20 but less than 40.*** ii. 10 marks shall be assigned to the Bidder based on Manpower strength ***equals to 40 & above but less than 60.*** iii. 15 marks shall be assigned to the Bidder based on Manpower strength ***equals to 60 & above but less than 80.*** iv. 20 marks shall be assigned to the Bidder based on Manpower strength ***equals or more than 80***.		
5.	**Total of Techno Commercial document evaluation (1,2,3 & 4)**		**80**	
b.	Presentation with respect to the scope of Service	Marks shall be assigned based on the followings - Uniform Samples - Presentation on Safety measures and work procedure	**20**	
c.	**Maximum Techno Commercial Score**		**100**	
B.	**PRICE PROPOSAL EVALUATION**			**20%**
C.	**Grand Total of Techno Commercial & Price evaluation**			**100%**

OPGC shall notify the date of opening of the Price Proposals of the Shortlisted Bidders those have complied the Techno Commercial evaluation parameters stated as above.

Evaluation of Approach and Methodology will be through a presentation by the bidder to a committee of senior OPGC officials. The marks awarded by OPGC shall be final and no representation made by any bidder shall be entertained.

Save and except as provided in this RFP, the Owner shall not entertain any correspondences with any Bidder in relation to the evaluation of the Techno Commercial Proposal and determination of the Qualified Bidder.

6.2 Evaluation of Price Proposal

After notification of opening of Price Proposal of Shortlisted Bidders, the Price Proposal shall be opened. The Price Proposal evaluation will be considered based on the following evaluation parameters.

The Price Proposal shall be evaluated based on L1 basis which carries 20% weightage of the total Proposal evaluation. The lowest quoted Price in the Price Proposal submitted by the Shortlisted Bidders shall be provided the highest weightage i.e. 20%, Price Proposals of the other Bidders shall be evaluated (reduced) based on pro-rata basis, accordingly weightage shall be allocated.

The combined evaluation of Techno Commercial Proposals and Price Proposals will be based on a 100% scale under QCBS evaluation (H1) basis. The weightage obtained from Techno Commercial evaluation and Price evaluation shall be added together accordingly rank shall be allocated from H1 to H5 in descending order. The H1 ranked Bidder shall be declared as **"Successful Bidder"**.

In the event of evaluated proposals of two or more Bidders have the same evaluated score in the final ranking, the proposal with highest score shall be counted upto **two decimal** places and shall be ranked first. In case Bidder have scored same evaluated score even after consideration of **two decimal places** then the Bidder having highest techno commercial score shall be considered as the **highest ranked bidder and accordingly, Successful bidder shall be determined.**

The Successful Bidder shall be the first Rank applicant (H1, having the highest combined score). The second Ranked (H2) shall be kept in reserve in case the First Ranked Bidder (H1) withdraws or fails to comply the requirement specified in this document.

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

6.3 Award of Contract

Based on the above parameters, OPGC shall declare the H1 Bidder as Successful Bidder and appoint Successful Bidder as Agency by issuing Letter of Award (LOA). Key commercial terms of the engagement are provided in Annexure- C. The Bidder will be required to commence the services specified in the scope immediately upon issuance of the LOA unless otherwise specified therein or mutually agreed.

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

7.0 SECURITIES

7.1 BID SECURITY/EMD

7.1.1 Bid Security to be submitted by Bidders

Bidders must furnish a Bid Security in favor of OPGC in the aggregate amount of **INR 2,90,000/-** (Indian Rupees Two Lakhs Ninety Thousands only). The Bid Security must be in form as indicated in Section 7.2 of the RFP and must be issued by a recognized bank/insurer domiciled or licensed to conduct business in India and acceptable to Owner. It is advisable for Bidders to check with OPGC in advance of Bid Submission Date as to the acceptability of the proposed issuing bank/insurer.

7.1.2 Forms of Bid Security

Bidder shall furnish the Bid Security of an amount of INR 2,90,000/- (Indian Rupees Two Lakhs Eighty Six Thousands only) in the form of online payment (NEFT/RTGS) in favour of OPGC to OPGC bank account as mentioned in the Appendix-B to ITB or Account Payee Demand Draft (DD) in favour of OPGC payable at any Commercial Bank, Bhubaneswar or Fixed Deposit Receipt (FDR) in favour of OPGC or an irrevocable, unconditional and enforceable Insurance Surety Bond (ISB) from an Insurer or an irrevocable, unconditional and enforceable Bank Guarantee (BG/e-BG), from a scheduled commercial bank having a branch in Bhubaneswar as per the format acceptable to OPGC specified in Appendix-1 to Annexure-A, ITB. Bidders are advised to confirm the acceptability of the bank with the Owner before issuance of the Bid Security.

The Bid Security (BG/e-BG or ISB or FDR or DD or online payment) must be prepared/transferred before Bid Submission Date & Time otherwise Bid stands summarily rejected.

The Bid Security shall be shall be valid for a period of at least 90 days from the Proposal Submission Date as notified by OPGC and shall have additional claim period of ninety (90) days, beyond the validity period. No interest shall be payable by the Owner on the above Bid Security.

7.1.3 Consequence of Non-Submittal of Bid Security

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 concerned issuing bank/insurer and if any discrepancy is found and not acceptable to OPGC, the Proposal submitted by the Bidder will be out rightly rejected.

7.1.4 Bid Security Forfeiture

The Bid Security furnished by the Bidder shall be forfeited/invoked in following cases.

a. If a Bidder revokes, withdraws or modifies unilaterally its Techno Commercial Proposal and/or Price Proposal during the period of their validity period; or
b. If, during evaluation of Price Proposals, OPGC ascertains that there is discrepancy in the price Proposal due to arithmetical error, and on communicating such error to the Bidder, the Bidder does not accept the proposed correction of errors; or
c. If the Bidder refuses to withdraw any deviations, specified in the Price Proposal or in the Techno Commercial Proposal contrary to provision of ITB, without any cost to OPGC; or
d. if, in the event that the Techno Commercial Proposal; validity period is extended by 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 Owner; or
e. In the case of Successful Bidder, if it fails within the specified time limit to execute the Contract as notified by OPGC or to submit Performance Security as required thereunder. Bid Security must be extended to cover such period as may be required under contract for providing the Performance Security.
f. If the Bidder or his representatives commits any violation of the Section 6.0 or 10.0 of this ITB while participating in the Biding Process.
g. If, non-participation in the presentation by Shortlisted Bidder; or
h. In the case of Successful Bidder, if such Bidder fails within the specified time limit to:
    i. furnish the acceptance of letter of award; or
    ii. fails to submit Contract Performance Guarantee/Security.

7.1.5 Return of Bid Security:

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

i. The Bid Security of the Successful Bidder to whom a Contract is awarded, will be returned after the said Bidder provides the Contract Performance Security and the same is accepted by the OPGC after due verification in accordance with the OPGC's procedure in force from time to time. Bid Security must be extended to cover such period as may be required till submission of the Performance Security.
ii. Bid Security of all unsuccessful Shortlisted Bidders will be returned at the earliest within thirty (30) days after declaration of Successful Bidder
iii. The Bid Security for the Bidders, who do not meet the Qualification Requirement or not shortlisted, shall be returned within thirty (30) days of the declaration of the Shortlisted Bidders.

7.2 CONTRACT PERFORMANCE SECURITY

In the event of contract award, the Successful Bidder shall be required to submit Contract Performance Security (in the form of BG/e-BG/DD or online payment through NEFT/RTGS) within 10 days from the date of issuance of LOA with an amount equivalent to 7.5% of the Contract Price specified and, in the form, prescribed in Appendix-A to Annexure- C.

8.0 EXEMPTIONS

MSMEs are eligible to get the benefit of exemption from payment of Bid Processing/Tender Fee & Bid Security, provided the participating Bidders are registered as MSME for providing Housekeeping & Facility Management Services and they should be registered as MSME Vendors under NSIC/Udyam/DIC.

9.0 BIDDING SCHEDULE

Particulars	Tender Timeline
Date of Issuance of NIT	21st August 2026
Last date of Submission of Techno Commercial Proposal & Price Proposal (Proposal Submission End Date)	3rd September 2026 by 14:30 Hrs. (IST)
Techno-Commercial Proposal Opening Date	3rd September 2026 at 16:30 Hrs. (IST)
Last date of submission of Hardcopy documents	3rd September 2026 by 16:30 Hrs. (IST)
Price Proposal Opening Date (Indicative)	19th September 2026

10.0 GENERAL GUIDELINES FOR THE BIDDERS

10.1 Site Visit and Inspection prior to Proposal Submission:

Before Submission of the Proposals, Bidder must visit OPGC Corporate office, site and its surroundings to assess and satisfy themselves about the local conditions such as access roads to the site, water and power supply, applicable / details of taxes, duties, royalties and levies, minimum wages, labour and other related laws, environmental and safety laws, acts and regulations and any other relevant information, as required by them. The Bidder may obtain all necessary information as to risk, contingencies and other circumstances, which may influence or affect their Proposal. Bidder shall be deemed to have considered local conditions and information and to have satisfied himself in all respects before quoting his rates and terms and no claim whatsoever in this regard shall be entertained by the Owner at a later date.

The Bidder shall complete the site visit and satisfy itself with various information requirements and site conditions. Bidders shall become familiar with the Site and the surrounding areas, the scope of the service, commercial terms & conditions and other information set forth in the RFP, and make a complete and careful examination to determine the nature and extent of the difficulties and hazards associated with the performance of the Services.

10.2 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.

10.3 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.

10.4 Submission Ownership

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 and OPGC will be under no obligation of returning the same. Without limiting this section, the OPGC reserves the right to copy and reproduce responses for the purposes of evaluation, clarification, negotiation and anything else related to these purposes.

10.5 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.

10.6 Proposal Validity Period

All Proposals, not rejected for any other reason, shall remain valid for a period of ***Sixty Days (60) from the Proposal Submission Date*** or any extension thereof. 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.

10.7 Extension of Submission Date

OPGC may, at its sole discretion, decide to extend the Proposal 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.

10.8 Details and Signature of Bidder

The Proposal shall be signed and stamped on each page. The Proposal shall be signed by an authorized representative and a power of attorney/authorization in its name shall accompany the Proposal.

10.9 ETHICS, COMPLIANCE, CONFIDENTIALITY AND BANNING

Bidders are expected to observe the highest standard of ethics 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 set forth below as follows:

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

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process 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 OPGC of the benefits of competition;

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

"undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the OPGC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (i) having a conflict of interest as stated in Section 10.11; 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.

OPGC will reject the Proposals of a Bidder if OPGC determines that the Bidder has engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during this Bidding Process. Further, OPGC will declare a Bidder ineligible, either indefinitely or for a stated period of time if at any time it determines that the Bidder has engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in this Bidding Process.

Banning: OPGC has the Banning Policy as stated in its website at www.opgc.co.in and Appendix-C to ITB. Bidder/Contractor/Agency 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.

10.10 Disqualification of Bidders

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

A Bidder, should in the last 3 (Three) years, not have failed to perform on any Contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, or have been expelled from any contract, or have had any contract terminated for breach of such Bidder. The Bidder not in compliance with this clause shall be disqualified outright.

10.11 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.

10.12 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.

10.13 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.

10.14 Right to accept or reject Any or All Proposal or to Annul the Bidding Process

OPGC reserves the right to accept or reject any submissions 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 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

10.15 Governing Law

The Governing Law of this RFP shall be the substantive law of the Land in 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 settled through Legal proceedings. For any proceedings arising out of or concerning or connected with such dispute, appropriate Courts at Bhubaneswar/Honourable High Court of Orissa shall have exclusive jurisdiction.

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APPENDIX- A

SCOPE OF THE SERVICE

A. SCOPE OF SERVICES

The Scope of Services ("**Services**") of the Agency shall include the work mentioned herein, but not limited to the followings:

1.0. The scope of work includes deployment of minimum 18 nos. (10 nos. Unskilled, 4 nos. Semiskilled, 3 nos. of Skilled and 1 no. of Highly Skilled) experienced & dynamic personnel for providing Housekeeping and Facility Management services at OPGC Corporate Office, Bhubaneswar, Odisha for the areas as mentioned below:

(Numbers in Sq. ft.)

Particular	Corporate Office Space	Work space
Zone-A	13,018	9,055
Zone-C	4,105	3,018
Total area	17,123	12,073

a) OFFICE AREA

The areas indicated below are classified as Office Areas:

- Premises of the office
- Front side lobby
- Back side lobby
- AHU rooms
- Electrical & UPS areas
- Stair cases
- Toilets (Ladies, Gents, Visitors & Directors Toilets)
- Dining areas
- Pantry
- Water Cooler areas

b) WORK STATIONS

The items indicated below will comprise of a workstation.

- Tables, Chairs and Key Board stands
- Monitor, Key board & CPU
- Telephone Extension
- Storages
- Dustbins
- All Interiors
- AC Grills
- Ceilings
- Window glasses and Door glasses
- Sofa sets
- Water coolers
- Discussion rooms
- Cabins
- Areas of Photocopies, Printers & Fax machine
- Vertical blinds
- First Aid box
- Fire cylinders
- Indoor plants etc.

2.0. Services & other Obligations:

2.1. The Service provider/Agency shall complete the house keeping activity before 09.30 hours on all OPGC working days. After the House keeping activity all of your personnel shall continue in the office till closing hours for performing cleaning & other duties assigned to them from time to time.

2.2. The following activities will be completed by your staff before 09.30 hours every day:

a) Clean all toilets, bathroom fixtures, urinals, floors and other areas as per the checklist in every two (2) hours during the office hours on all working day.
b) Sweeping and mopping of all uncarpeted areas of the office premises, including common area, lobbies, corridors and other parts of the premises daily.
c) Removal and disposal of all trash and debris from lobby other common areas once in a day and also on a need basis.
d) Dusting of workspaces on a daily basis and damp dusting once a week. Dusting outside and inside lighting fixtures, wall hangings etc. weekly.
e) Removing fingerprints and other marks on the walls, partitions and other fixtures of the common areas and other areas of the office premises every day.
f) Empty and clean waste paper baskets and receptacles daily in the morning before the work place are occupied.
g) Clean all glass furniture tops, window glasses and cabin glass doors on a daily basis. Wash and polish all mirrors, power shelves daily.
h) Cleaning of staircases at least twice daily preferably at 8 A.M and 4 P.M.

2.3. Apart from the special instructions given by the officer-in-charge, you will ensure that the following activities are completed on weekends.

a) Vacuuming and spot cleaning of all sofa sets & furniture's of the building, common areas walk ways.
b) Cleaning of all interior windows of the office premises as per checklist and exterior windows once in a week.
c) Brass polishing of all Brass items.
d) Cleaning and disinfecting the telephone instruments.
e) Dusting and cleaning of electrical fitment items.
f) Dusting and cleaning/washing of show plants.

2.4. The Agency will maintain prescribed format of various daily activities wherein you shall obtain the signatures from the concerned department that your housekeeping activities are good and are up to the mark.

2.5. The material/consumable used for housekeeping purposes shall be provided by OPGC.

2.6. a) The Agency will obtain at their own cost all permits, licenses required under various rules, regulations, laws etc. which are prevailing and the ones which may come into force in connection with the carrying out of their obligations.

b) The Agency should comply with all statutory provision/payments like minimum wages, contributions to ESI, PF, Bonus, Leave with wages, Gratuity, Contract Labour (taxes or any other levies and payments), Income Tax etc., and OPGC is no way responsible for the same and Agency holds harmless OPGC against any claim arising as a result of any event. Documents as applicable w.r.t the above shall be produced to OPGC prior to commencement of the services and Agency shall ensure renewal of licenses as stipulated under the respective statutes before the expiry of the same. Agency shall submit the proof of deposits and remittances for previous month made under the various legislations along with monthly invoice to substantiate compliance with statutory payment.

c) Bonus will be paid to the workmen as per the Payment of the Bonus Act and approved wage break-up once in a year which will be reimbursed to the Agency on production of disbursement sheet.

d) The Agency shall ensure that the personnel provided by them smartly turn out in well fittings and serviceable uniforms, cleanly shaves, shall not be below the age of 18 years, good in character, with no criminal backgrounds, good health and at no point of time shall be sympathetic to any trade union activities. Agency shall adhere all the day-to-day instructions from OIC.

In addition to Statutory payments, the Agency shall pay other allowances & washing allowances to workmen.

Agency will provide **two pairs uniform** and **one pair full shoe and shocks** to the workmen and ensure that the workmen while performing their duty must wear the uniform. Proper pantry attire (head cap, face mask, apron, hand gloves and any other pantry wears etc.) shall be adopted while performing the Pantry facility by the workmen. Agency also give their establishment **identity cards** to your personnel.

e) Breach of discipline by your personnel at any act, prejudicial to the name of OPGC and Tanta mounting to insubordination will be viewed seriously. Services of any such offenders will be terminated immediately.

f) Agency shall provide two pairs of uniform and one pair full shoe and shocks to each workman in the beginning of a year and ensure that your workmen while performing their duty must wear the uniform.

g) The Agency shall pay salaries to all employees working under you on or before 7th day of the subsequent month.

h) The Agency also hereby specifically undertake to make good any and all losses, which may occur and caused by any of your employees by misrepresentation, forgery or any other malpractice, which may come to the notice of the officials of OPGC, without any protest or demur. At such a time, OPGC shall also have the liberty and right to terminate the contract without serving the required notice period to you. Also, OPGC may at that point of time withhold any payments due until OPGC completes that investigation.

i) The Agency undertake to OPGC that, they are liable and answerable to any and all acts done by their employees and they also undertake to commit themselves and be liable for their acts, omissions and commissions which may come to the scrutiny and notice of the officials of OPGC at any point of time, even if OPGC cease to utilize your services.

2.7. As per our present requirement, the Agency will deploy minimum eighteen (18) nos. Workmen (10 nos. Unskilled, 4 nos. Semiskilled, 3 nos. of Skilled and 1 no. of Highly Skilled) and they will be stationed in our premises throughout the day including breakfast/lunch time.

APPENDIX-B

OPGC CONTACT DETAILS & BANK INFORMATION

A. CONTACT DETAILS:

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

Postal Address	:	**GM – SCM (Corporate Contracts)** Odisha Power Generation Corporation Limited Zone-A, 7th Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar- 751023, Odisha, India
Landline	:	+91-674–2303765/66
Ph. (Corporate contracts)	:	+91-9778901001
Email	:	contracts.corp@opgc.co.in
Website	:	www.opgc.co.in

B. BANK DETAILS FOR PAYMENT OF TENDER FEE/ BID SECURITY

OPGC BANK ACCOUNT NUMBER	:	380801010035993
BANK IFSC CODE	:	UBIN0538086
BANK DETAILS	:	UNION BANK OF INDIA- MAIN BRANCH, BHUBANESWAR, ODISHA, INDIA- 751009
OPGC PAN NUMBER	:	AAACO4759R
OPGC GSTIN NUMBER	:	21AAACO4759R1ZZ
OPGC CIN	**:**	U40104OR1984SGC001429

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APPENDIX-C

POLICY FOR BANNING/SUSPENSION/WITHHOLDING

1.1 Banning of business with a vendor:

Banning of Business with a vendor shall generally be done in following cases:

a) If the Proprietor or Partner or Director of the Firm/Bidder/Vendor is convicted by a Court of Law, following prosecution under the normal process of Law for an offence involving moral turpitude in relations to business dealings with OPGC.
b) If security considerations including the question of loyalty to the State warrant as per recommendations of Ministry of Home Affairs.
c) If there are adequate basis for believing that the Proprietor or Partner or Director of the Vendor has been guilty of malpractices such as bribery, corruption, cheating, fraud, substitution of tender etc. in dealings with OPGC even if there is no conviction by any Court in India.
d) If the Vendor refuses / fails to pay the Company's dues without adequate cause.
e) If the Vendor is blacklisted by Ministry of Power of the Central Government/ Government of Odisha.
f) If the Vendor is a confirmed repetitive violator of Safety Rules and Norms of the OPGC.
g) If the Vendor resort to unfair means during tendering process or thereafter during execution of Works at OPGC.
h) If the performance of the Vendor does not satisfy OPGC expectations e.g. repetitive quality issues, late deliveries, unsafe behavior of their employees, contractors in the field etc.

Banning of business dealings can be for a period of three (3) year as may be specified. A list of vendors banned for business dealings shall be published on the website of the Company. List shall be categorized as per the reasons of the banning/suspension/withholding.

Particular care shall be taken to see that the same Firm is not permitted to transact business with the Company in the guise of another name or through any of its agents, employees or subsidiaries whatsoever.

1.2 Procedure for banning of business dealing:

Sourcing Department on coming to know themselves or on complaint by any other Dept or external agency shall proceed to identify the defaulting party. Subsequent to identification and establishing the case of banning of business, the case shall be referred to a Standing Committee (this Committee shall be set up by MD by nominating senior level representatives from various Departments) consisting members from Finance, Sourcing and User Departments to look in to allegations. The Vendor shall be given a show cause notice for explaining, why it shall not be banned for business dealings on account of the reason specified therein. The show cause notice shall be vetted by legal department. Response to the Notice shall be carefully evaluated and duly considered. Enough opportunity should be given to the vendor to explain their position through written statements and also through oral submissions before the Committee.

After due consideration of facts, evidences and written and oral submission of the vendor, the Committee shall submit their recommendation to ban the business dealings with vendor or otherwise. Recommendation of the Committee, after legal vetting shall be put up to Managing Director through D(O) and D(F) for approval.

The Managing Director shall be the Competent Authority to approve banning of business dealings with vendor

- Banned vendor should be given enough opportunity to represent against the banning order. Committee of Directors shall be appellate authority to look into representation of banned vendor. Decision of appellate authority shall be final.
- Termination of contract shall be guided by termination clause provided in the individual contracts and considering over all interest of OPGC in timely completion of job.
- In case the banned vendor has participated in any tender and price bid has not been opened, their offer will be rejected and price bid will not be opened.
- In case price bid has been opened and banned vendor is L1, the offer will not be rejected.

1.3 <u>Revocation of Banning Order:</u>

- A banning order shall ordinarily not be revoked unless;
- The period specified therein, if any, has expired; or
- Appellate authority had revoked banning order.

1.4 <u>Suspension of business dealings:</u>

Suspension of business may be ordered, where full enquiry into the allegations is pending, which, if proved, may entail the banning of business dealing with the Vendor. The committee formed to look in to banning of business dealing with vendor shall recommend for suspension of business through D(O) and D(F), which shall be approved by MD. Suspension of Business Dealings shall be for a period of three months extendable maximum to six (6) months and all care must be taken to ensure that the Banning proceedings during this period of suspension and the decision to ban or otherwise is finalised during suspension period. During the period of suspension such party would not be allowed to participate in any of the tendering activity.

1.5 <u>Withholding of business dealing with Vendor:</u>

In case where the conduct, which includes any offense or failure to execute a sourcing contract satisfactorily, of the Vendor is not serious enough to merit banning of the business dealing, but at the same time is of such a nature that removing the name of the Vendor from the list of registered Vendor is justified in the interest of the Company, withholding of business with the Vendor shall be done.

Withholding of business with a firm for failure to execute a contract satisfactorily can normally be done for a period not exceeding one year. A standing committee (this committee shall be nominated by D(O) with representation from User, Planning and Finance Department) shall be formed to examine such failures by contractors. The concerned department shall forward the case of such poor performance to the standing committee who shall review the case and recommend for withholding of business through D(O) with approval of MD. No new work order shall be awarded to such vendor. However, any existing work order maybe completed subject to performance of the Vendor.

1.6 <u>Banning/Suspension/Withholding of Business Dealings:</u>

An order of banning / suspension / withholding business, passed in respect of banned / suspended/withheld Vendor shall be extended to allied Firms, Affiliates/Subsidiaries etc. In determining this, the following factors shall be taken into consideration:

a) Where the Management is common (same authority);

b) Where majority shareholding in such allied firms is held by the Partners or Directors of the banned / suspended /withheld Vendor;

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ANNEXURE-A TO ITB

TECHNO-COMMERCIAL PROPOSAL
FORMS AND FORMATS

APPENDIX-1

BID SECURITY FORMATS

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

Letter No.: **Date:**

GM – SCM (Corporate Contracts)
Odisha Power Generation Corporation Limited
Zone-A, 7th Floor, Fortune Towers
Chandrasekharpur, Bhubaneswar
Odisha- 751023

Subject: Techno Commercial Proposal for Selection of Agency for Housekeeping and Facility Management services, OPGC Corporate Office- Bid Security.

Dear Sir,

Enclosed is the Bid Security in the form of Online payment/DD/FDR/Bank Guarantee (BG/e-BG)/Insurance Surety Bond (ISB) bearing No. __________dated _______ issued by ____________ Bank/Insurer, _______ Branch for amount of INR 2,90,000/- (INR Two Lakhs Ninety Thousands only) payable at Bhubaneswar, as per provisions of Request For Proposal (RFP) issued by OPGC for selection of Agency for housekeeping and facility management services, OPGC Corporate Office.

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/FDR/Bank Guarantee (BG/e-BG)/Insurance Surety Bond (ISB)/MSME Certificate as above.

FORMAT OF BANK GUARANTEE TOWARDS BID SECURITY/EMD

Guarantee No. [*Insert*]

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

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

Dear Sirs,
In accordance with NIT/Invitation for Bids under your Bid Document No. ________________________, M/s ____ having its Registered/Head Office at _____________________________________ (hereafter called the 'Bidder') wish to participate in the said bid for ____________ [Name of Contract/Work/Package] _________________.

As an irrevocable Bank Guarantee (BG) against Bid Security for an amount of ___________________________ (*) ___________ valid for ________________________ days from _________________ (**) ____________ is required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the ______________________[Name & address of the Bank]_______________ having our Head Office at ___________________(#)_____________ guarantee and undertake to pay immediately on demand by ________________[Name of the Employer/Owner]____________ (hereafter called the 'Employer'/'Owner') the amount of _______________(*)___________ without any reservation, protest, demand, demur and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the Bidder in terms thereof.

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

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this _______________________ day of _____________ 20 _____ at _______________.

(Signature)………………………..

(Name) ……………………………..

(Designation with Bank Stamp)
……………………………..

Authorised Vide
Power of Attorney No……………………………
Date……………………………………………………

NOTE:

1. (*) The amount shall be as specified in the RFP/Bid Data Sheets.
   (**) This shall be the date of opening of Techno-Commercial bids.
   (#) Complete mailing address of the Head Office of the Bank to be given.
   (@) This date shall be ninety (90) days beyond the end of proposal validity period.
2. The Bank Guarantee shall be from a Bank as per provisions of RFP.
3. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Bank issuing the guarantee.
4. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in RFP.

This Bank Guarantee should be confirmed through SFMS by the issuing Bank and the details are as follows:

OPGC Bank Account Number	:	380805010000063
Name of the Beneficiary	:	Odisha Power Generation Corporation Limited
Bank Details	:	Union Bank of India- Mid Corporate Branch, Bhubaneswar, Odisha-751007, India
Bank IFSC code	:	UBIN0578827

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FORMAT OF INSURANCE SURETY BOND TOWARDS BID SECURITY/EMD

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

Insurance Surety Bond No. ....
Date...

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

Dear Sirs,
In accordance with NIT/Invitation for Bids under your Bid Document No. ________________________, M/s ____ having its Registered/Head Office at _____________________________________ (hereafter called the 'Bidder') wish to participate in the said bid for ____________ [Name of Contract/Work/Package] _________________.

As an irrevocable Insurance Surety Bond against Bid Security for an amount of __________________________________ (*) ___________ valid for ___________________ days from _________________ (**) ____________ is required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

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

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

In witness whereof the Insurer, through its authorised officer, has set its hand and stamp on this _______________________ day of _____________ 20 _____ at _______________.

(Signature) ....

(Name) ....

(Designation with Insurer Stamp) ....

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

NOTE:

1. (*) The amount shall be as specified in the RFP/Bid Data Sheets.
   (**) This shall be the date of opening of Techno-Commercial bids.
   (#) Complete mailing address of the Head Office of the Insurer to be given.
   (@) This date shall be ninety (90) days beyond the end of proposal validity period.

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

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

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

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

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APPENDIX- 2

COVERING LETTER

[On Bidder's Letterhead]

Date:

To,
GM- SCM (Corporate Contracts)
Odisha Power Generation Corporation Limited
7th Floor, Zone-A, Fortune Towers, Chandrasekharpur
Bhubaneswar-751023, Odisha.

Dear Sir,

Sub: Techno Commercial Proposal and Price Proposal for Selection of Agency for providing Housekeeping and Facility Management Service, OPGC Corporate Office.

Please find attached herein our Techno Commercial 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 vide NIT dated 21st August 2026 and following amendments there to, 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 Qualification Requirement as per clause 4.0 of ITB ***[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]*** 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-3 to Annexure-A, ITB.

5. ***[Bidder- Organization name]*** undertakes that it shall perform Scope of Work without compromising on OPGC's interests and shall avoid any such conflict of interest in its dealings while performing Scope of Work 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.

6. ***[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 RFP. ***[Bidder – Organization name]*** has enclosed its Power of Attorney, and/or Board Resolution in favor of Authorized Representatives mentioned above hereto as Appendix-3 to Annexure-A, ITB. (provide designation, contact address, phone no. fax no. etc. in Annexure-1 of Appendix-2 for the above designated persons)

7. ***[Bidder- Organization name]*** hereby confirms that it has perused the Key Commercial Terms in detail and agrees to abide by the same as provided, if Bidder is appointed as Agency.

8. ***[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.

9. ***[Bidder-Organization name]*** hereby confirms and undertakes that our Proposal is complying the latest labour code issued by Government of India & Odisha.

10. ***[Bidder- Organization name]*** hereby confirms that it has not been debarred/blacklisted by Government of Odisha & it's PSUs, Government of India & it's PSUs as on Proposal Submission Date or any extension thereof failing which shall be disqualified automatically in this tender.

11. ***[Bidder-Organization name]*** confirms that it is not banned under OPGC Banning Policy as stated in its website www.opgc.co.in and Appendix-C to ITB. 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.

12. ***[Bidder-Organization name]*** confirms that the bidder complies with the latest notification(s), orders and circulars issued by the Government of India regarding the guidelines for eligibility of bidders from a country sharing a land border with India.

13. ***[Bidder-Organization name]*** confirms that bidder has not been declared as insolvent under Insolvency and Bankruptcy Code (IBC) or proceedings of insolvency, if any or has not been initiated against them.

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

B. BID VALIDITY

15.***[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 Date or any extension thereof.

C. SIGNATURE

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

Annexure-1 to APPENDIX- 2

ORGANIZATION DETAILS & AUTHORIZED REPRESENTATIVE

Bidder's Details	
Name of the Bidder	*[Bidder to provide details]*
Date of Incorporation/ License	*[Bidder to provide details & attach supporting documents]*
Registered Address:	*[Bidder to provide details]*
Communication Address: (if, different from the registered address)	*[Bidder to provide details]*
PAN Number	*[Bidder to provide details & attach supporting documents]*
GSTIN registration certificate	*[Bidder to provide details & attach supporting documents]*
EPFO Establishment Code & Name	*[Bidder to provide details & attach supporting documents]*
Employee State Insurance Corporation (ESIC) Employer Code	*[Bidder to provide details & attach supporting documents]*
Latest Combined PF challan/ TRNN details as on proposal submission date.	*[Bidder to provide details & attach supporting documents]*
Details of Bidder's Authorized Persons (stated in Appendix–2: Covering Letter)	
(1) Name & Designation	
Telephone Number/ Fax Number	
Mobile Number	
Email Address	
Authorization	
(2) Name & Designation	
Telephone Number/ Fax Number	
Mobile Number	
Email Address	
Authorization	

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-2 to APPENDIX- 2

CHECKLIST

Sl	Document	ATTACHED
1	Legal Rights	Yes/No
2	Technical Specification and Other terms of RFP If not complied,	Complied / Not Complied Yes/No
3	Bid Security Submitted Amount, Issuing bank/insurer, BG/ DD/ FDR/ NEFT/RTGS/ISB Number Validity	(Yes/No) __________ __________ __________ __________
4	Compliance with Section 4.0 Documents Submitted Meeting Qualification Requirements under Section 4.0	(Yes/No) (Yes/No) ____________________
6	Latest Combined PF challan/ TRNN details as on proposal submission date.	(Yes/No)

Signature and Stamp of Bidder

APPENDIX-3

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 Authorization / Authorization Letter 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/ Copy of registration as per applicable Act of Government of India.

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

Signature and Stamp of Bidder

APPENDIX- 4

FORMAT FOR SUBMISSION OF TECHNO-COMMERCIAL INFORMATION

INFORMATION TO BE SUBMITTED AS PART OF TECHNO-COMMERCIAL PROPOSAL

A. List of assignments executed by Bidder along with details of scope of services provided in the following format.

Sl.	Owner Name and details of contact person	Scope of Services Provided	Contract period (in yrs.) *[ongoing or executed]*	Order Value (in INR)	Nos. of Personnel deployed	Certificate from Owner [Attachment]
A.	**Experience in providing Housekeeping & Cleaning Service**					
			[Bidder to provide start date & end date of the Contract/WO]			*[Attached]*
1.						
2.						
3.						
…						
B.	**Experience in providing other similar Service**					
1.						
2.						
3.						
…						
…						

Note:

1. Interested Bidders to indicate the Client name, contact person and its address along with the name.
2. Testimonials or Performance or Completion certificates from clients to demonstrate expertise in the to any State or Central Government organizations/ PSUs/ Autonomous Bodies/ Private Organization in repute in India.
3. 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.

B. Manpower Strength in the payroll of the Bidder as on Proposal Submission Date as per EPF Challan submitted by Bidder i.e. __________ Nos. of Manpower.

C. ANY ADDITIONAL INPUTS WITH RESPECT TO THE PROPOSAL.

D. AGENCY'S BROCHURE, IF ANY.

E. ANY OTHER INFORMATION RELATED TO HOUSEKEEPING AND FACILITY MANAGEMENT SERVICE EXPERIENCE.

Signature and Stamp of Bidder

APPENDIX-5

DETAILS OF FINANCIAL QUALIFICATION

[On the Bidder's Letter Head]

A. Financial Information of the Bidder with following details:

Average Annual Turnover, Net Worth and Profit After Tax for the preceding three (3) Financial Years as on Proposal Submission End Date.

(In INR Lakhs)

Sl	Particulars	FY 2022-23	FY 2023-24	FY 2024-25	Average
1.	Annual Turnover				
2.	Net Worth				
3.	Paid up Share Capital				
4.	Profit After Tax				
5.	Audited Financial Statement	*[Attached]*	*[Attached]*	*[Attached]*	

NB: Bidder to submit Audited Balance Sheets of last 3 Financial Years to be attached.

Signature & stamp of the Bidder

Note:

1. *Net worth means the sum total of the paid-up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further, any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.*
2. *Other income shall not be considered for arriving at annual turnover.*
3. *The audited financial statements FY 2022-23, FY 2023-24 & FY 2024-25 stating the above financial figure shall be submitted duly **verified and stamped by CA** in their letter head.*

***Duly Verified the above financial figures by CA:** [CA Firm Name]
Signature of the CA:
Stamp of the CA:

***CA Certification [CA letter Head] to above financial statement is attached to this Appendix-5.**

APPENDIX-6

COMPLIANCE DUE DILIGENCE QUESTIONNAIRE

1. Company Name:

2. Address:

3. Telephone: **Facsimile**:

4. Business form:

Sole Proprietor Corporation

Partnership LLC/LLP

Other:

State/Country where incorporated or chartered:

5. Will subcontractors be used to fulfil this contract? Yes No

If Yes, please identify and give their location (city, state, and/or country):

6. Owners/Principals (Ownership percentages must total 100%. If publicly traded, all shareholders holding 5% or more must be listed individually.) Please provide full, legal names and location (city, state, and/or country).

Name	% ownership	Location

7. Members of the Board of Directors. Please provide full, legal names and location (city, state, and/or country):

Name	Location

8. Officers (or persons holding equivalent position). Please provide full, legal names and location (city, state, and/or country):

Position	Name	Location
President/CEO		
Chief Financial Officer		

Chief Operating Officer		
Managing Director		
Sales/Marketing Director		
Other		

9. Other employees who will work on the project or transaction. Please provide full, legal names, position, and location (city, state, and/or country):

Name	Position	Location

10. List all parent companies—up to and including the ultimate parent —and their location (city, state, and/or country).

Name	Location

11. List (or attach a list of) all subsidiaries and other Affiliated Companies and their location (city, state, and/or country):

Name	Location

12. Business (Company) References; when possible these should be companies for whom you have performed the same or similar work. Please also provide a contact name and contact information.

Business: Phone:
Name: E-mail:

Business: Phone:
Name: E-mail:

Business: Phone:
Name: E-mail:

Business: Phone:
Name: E-mail:

13. Background information: Years in business: _______________

Description of business: ____

14. Is **any owner, controlling shareholder, director, officer, employee or agent of your Company a family member**[1] **of any OPGC employee**? **If yes, please provide details.**

Yes No

15. Is any family member of any owner, controlling shareholder, director, officer, senior management-level employee or agent of your Company:

(i) an officer or employee of a government, department (whether executive, legislative, judicial or administrative), agency, or instrumentality thereof, including a regional governmental body;
(ii) an officer or employee of a government-owned or controlled entity;
(iii) an officer or employee of a public international organization;
(iv) a person acting in an official capacity for or on behalf of such government, department, agency, instrumentality, or public international organization;
(v) a candidate for political or government office or appointee for such office; or
(vi) an officer or employee of a political party?

Yes No

If yes, provide details:

[1] **Family member** means a parent, spouse, child, sibling or in-law.

16. Is any owner, controlling shareholder, director, officer, senior management-level employee or agent of your Company:

(i) an officer or employee of a government, department (whether executive, legislative, judicial or administrative), agency, or instrumentality thereof, including a regional governmental body;
(ii) an officer or employee of a government-owned or controlled entity;
(iii) an officer or employee of a public international organization;
(iv) a person acting in an official capacity for or on behalf of such government, department, agency, instrumentality, or public international organization;
(v) a candidate for political or government office or appointee for such office; or
(vi) an officer or employee of a political party?

Yes No

If yes, provide details:

17. To the best of your knowledge, has your Company ever been

(i) formally charged or under any formal investigation by a competent governmental authority for any financial crime, including but not limited to fraud, bribery, corruption, money laundering or terrorism financing;
(ii) convicted by a competent judicial authority for any financial crime; or
(iii) the subject of any blocking, seizure or forfeiture order or judgment based on any alleged violation of any money laundering or terrorism laws or for violating any anti-money laundering or anti-terrorism laws?

Yes No

If yes, provide details:

18. To the best of your knowledge, has your Company ever engaged in a transaction that involves:

(i) the receipt, transfer, transportation, retention, use, structuring, diverting, or hiding the proceeds of any criminal activity whatsoever, including drug trafficking, fraud and bribery of a public official;
(ii) engaging or becoming involved in, financing, or supporting or giving aid or comfort to any terrorist person, activity or organization; or
(iii) a Designated Person?

Yes No

If yes, provide details:

19. Does your company have a compliance program or code of conduct? (If Yes, please provide OPGC a copy of such code of conduct or compliance program.)

Yes No

20. Does the code of conduct or compliance program apply to all employees who will work on this transaction with OPGC?

Yes No

CERTIFICATION, AUTHORIZATION AND RELEASE

I hereby certify that the answers provided herein are true and correct. By completing and signing this Questionnaire for myself, and if applicable as an agent of my employer, I hereby, authorize OPGC, its subsidiaries and affiliates, or its agents to investigate and verify the information contained in this Questionnaire. A facsimile of this document shall be considered as valid as an original.

Signature:

Name:
Title:
Company:

Date:

ANNEXURE- B

FORMAT FOR PRICE PROPOSAL
[UN-PRICED]

[BIDDER SHALL SUBMIT THIS UN-PRICED FORMAT IN THE ANNEXURE-B UNDER TECHNO-COMMERCIAL PROPOSAL FORMAT. THE TECHNO-COMMERCIAL PROPOSAL SHOULD NOT CONTAIN ANY PRICE CONTENT ENTRY IN ANY MANNER. IF THE TECHNO-COMMERCIAL PROPOSAL IS FOUND TO CONTAIN ANY PRICE CONTENT, SUCH PROPOSAL SHALL BE LIABLE FOR REJECTION.

BIDDER'S PRICE BID QUOTED IN THE TENDERS ODISHA E-PROCUREMENT PORTAL (PRICE BID BOQ .PDF FILE) SHALL BE CONSIDERED FOR EVALUATION.]

1. FEES

The monthly Fee for the Scope of Services specified at Appendix-A of this RFP shall be as follows.

(All Price in INR excluding GST)

Sl.	Description	Price for 10 nos. Unskilled category Persons (in INR excluding GST)	Price for 4 nos. Semiskilled category Persons (in INR excluding GST)	Price for 3 nos. Skilled category Persons (in INR excluding GST)	Price for 1 no. Highly Skilled category Persons (in INR excluding GST)
(A)	(B)	(C)	(D)	(E)	(F)
1	Wages for 26 days per month (As per minimum Wages Act. including VDA prevailing as on Proposal Submission Date)				
2	Other Allowances as per the Scope of the Service Monthly Lumpsum Charges (INR 800/- per person per month)				
3	Washing Allowances (INR 300/- per person per month excluding Highly Skilled Persons)				**Not Applicable**
4	**Sub Total- A (1+2+3)**				
5	EPF@13% on Sl. 1 as per EPF Act.				
6	ESIC@ 3.25% on Sl. 1 & 2 as per ESIC Act.				
7	Bonus @8.33% on Sl. 4 (as per Bonus Act)				
8	**Sub Total- B (4+5+6+7)**				
9	Monthly Lumpsum Fixed Service Charges of Agency (complying the minimum service charges declared by Govt. of Odisha latest notification)	***"Bidder shall not Quote any Price component here."***	***"Bidder shall not Quote any Price component here."***	***"Bidder shall not Quote any Price component here."***	***"Bidder shall not Quote any Price component here."***
10	**Total (8+9)**	**[C]**	**[D]**	**[E]**	**[F]**
Grand Total Price (Per Month) including all excluding GST		*[Total Price of C, D, E & F]* ***"Bidder shall not Quote any Price component here.'***			

Applicable GST Rate (in %)	*[________]*
SAC Code	*[________]*

NB:

1. GST shall be paid against GST invoice as per applicable rate on total invoice taxable value.
2. Bidder shall submit the above Price Proposal considering Minimum Wages & VDA declared by Statutory Authority prevailing on Proposal Submission Date.
3. Bidder shall quote in Sl. 1, 5, 6 & 7 based on Minimum Wages & VDA declared by Statutory Authority prevailing on Proposal Submission Date.
4. Bidder shall quote Sl. 2, 3 & 9 on monthly Lumpsum Fixed basis, which will be remain firm during the Contract period.
5. Bidder shall quote their fees for the statutory parts as per the latest guidelines issued by statutory Authorities i.e. Minimum wages, PF, ESI, Bonus, Service charges etc., any discrepancy in the Price Proposal wrt the above-mentioned Statutory parts shall lead to rejection of the whole proposal.
6. The above Service charges are inclusive of all costs associated with providing the services, such as profit, insurance, medical expenses, administrative expenses, contingency, and any applicable interest.
7. The minimum service charges shall be in the range as prescribed by the latest Government notification, as on Proposal Submission End Date (should not be less than 3.85%, prevailing rate).

Signature and Stamp of 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

1.0 SCOPE OF SERVICES

(a) The Agency shall provide services which is placed as Appendix ______ enclosed herewith ("Services"). The Agency shall commence the Services upon receipt and acceptance of this LOA.

(b) The Agency shall ensure that the Service is performed within the ambit of applicable policies, laws, rules and guidelines in force as amended from time to time.

(c) Mr. ______________ or any other person as may be notified by OPGC in writing, shall be OPGC's Representative ("Officer-In-Charge" or "OIC") for this LOA. OIC, on behalf of OPGC, will liaison with Agency on all matters / activities relating to this LOA and make arrangements as appropriate to enable the interaction between Agency and OPGC's personnel.

(d) This engagement shall be led by Mr. ________________ (Engagement Manager) on behalf of the Agency. The Services shall be performed by the Team identified under scope of services Appendix____ for ensuring high quality work and timely completion of the Service. In the event of the Agency wishes to change the Engagement Manager or any of the Team members identified, OPGC shall be duly informed and consent shall be taken by the Agency. OPGC will have the right to prematurely terminate this LOA in case of any change in the Engagement Manager or any member of the Team without OPGC's consent. The Engagement Manager shall be responsible for monitoring the progress of the Service and notification to OPGC of any potential issues in Service as soon as the Agency becomes aware of or ought to be aware of the same.

2.0 FEES/SERVICE CHARGES AND PAYMENT TERMS & CONDITIONS

(a) OPGC will pay the Fee/service charges, as marked in Appendix ____ enclosed herewith, to the Agency for the Services. *[Insert Price Format]*

(b) The rates/fees/service charges quoted *in the Price Proposal* shall be firm and shall remain fixed for performing Services during the engagement except variation in relation to Minimum Wages.

(c) Fee mentioned above are inclusive of all taxes, duties, levies, cess etc. but excluding applicable GST. GST will be paid extra as applicable. GST shall be reimbursed by OPGC as per the applicable rate on the Services provided by the Agency.

(d) The Agency shall seek any revision in the fee to be paid and schedule under this LOA if there is any material change in the Scope of Services.

(e) OPGC reserves the right to materially change the Scope of Services under this LOA at a later date within the term of the LOA. If there is a material change in Services, then there will be a revision of Fee to be paid to the Agency based on mutual agreement.

(f) Agency shall solely be responsible for payment of any and all taxes, including PF/ESI etc., statutory dues, insurance premia, royalty charges, cess and any other amounts whatsoever except Goods and Service Tax (GST) as a result of the performance of Services by Agency under this LOA.

(g) All payments to the Agency shall be made subject to deductions of income tax, as applicable, under the Income Tax Act or Finance Act or any other statutory modification or reenactment thereof from time to time being in force. OPGC will provide to the Agency tax deduction certificates(s). However, if the Agency submits a valid certificate from Income Tax Department authorizing non deduction or lower deduction of tax at source, then OPGC shall deduct TDS accordingly while making payments to the Agency.

(h) The Agency shall not transfer or assign or sub Contract the LOA or any part thereof or any benefit or interest therein or there under without the written consent of OPGC.

(i) The Agency shall submit the monthly Invoice within 1st week of every month for the house keeping services of the preceding month and the payment will be released within fifteen (15) days from the date of receipt of the appropriate invoice with supporting documents during the month.

   i. OPGC shall at their discretion deduct the day's total receivables due to you, when the representative of OPGC have found on the basis of the daily checklist, during their rounds that the required standards are not adhered to or if any deficiency in rendering of services is found, OPGC shall have the right to deduct amount equivalent to the day's payment from the invoice.

   ii. If the event mentioned above occurs for more than five (5) days in a month, OPGC may terminate this contract, without giving any notice.

(j) Notwithstanding anything contained in this LOA, OPGC may at all times deduct any amounts, from the payments to be made to you under your invoices, as required by a Government, Notification/Order and to be payable by you in furtherance of providing services hereunder including but not limited to GST etc.

(k) Representative of OPGC reserve the right to inspect the Salary Register maintained by you and to be present during the salary disbursement to the personnel employed by you.

(l) DDO cum Manager- Finance, Odisha Power Generation Corporation Limited- Corporate Office, Zone A, 7th Floor, Fortune Towers, Bhubaneswar shall be the paying officer for the Services provided for this LOA.

However, in case of revision of Minimum Wages by Govt. of Odisha, escalation on the total cost to the extent of increase applicable to the Unskilled, Semiskilled, Skilled & Highly Skilled category shall be paid.

3.0 TERMS & TERMINATION

(a) This LOA shall be effective from date of signing of this LOA ("Effective Date"). The term of the engagement shall be for a period of Three (3) years from the [Start Date of deployment] unless terminated earlier "**Engagement Period**". Notwithstanding the foregoing, this LOA may be terminated by OPGC, without cause, upon not less than seven (7) days prior written notice to the Agency.

(b) Termination shall be effective upon receipt of notice of termination which shall be 48 hours after the dispatch of notice by OPGC or upon the date of termination specified in the termination notice, as applicable. Upon any such termination, Agency shall be paid fees payable for services performed till then in accordance with the provisions of this LOA.

(c) In case of non-performance/breach of the LOA by the Agency, the LOA shall be terminated with 30 (thirty) days written notice. In the event the Agency fails to rectify/remedy the non-performance/breach to the satisfaction of OPGC within the said 30 days' notice, the LOA shall stand terminated and OPGC shall have the right to assign the balance Services to any other party at the Agency's sole cost and risk subject to the limitations of this LOA. Any additional costs incurred by OPGC for such completion of the balance Services, shall be recovered from the security or any dues of this agreement or any other Contract undertaken by the Agency in OPGC.

4.0 CONFIDENTIAL INFORMATION; PUBLICITY

(a) "Confidential Information" includes any information related to the services being rendered by the Agency to OPGC or information furnished by OPGC to the Agency for carrying out the study under this LOA. Agency agrees to restrict disclosure of the Confidential Information to those persons involved with performing the services for OPGC on a "need to know" basis. The Agency and any persons involved in performing Services for OPGC on the Agency's behalf (hereinafter referred to as "Receiving Party"):

i. shall maintain the confidentiality of the Confidential Information;
ii. shall not disclose such Confidential Information to any third party without the written approval of OPGC; and
iii. shall only use such Confidential Information for purposes of performing the work under this LOA.

(b) Each party agrees to keep confidential the existence and terms of this LOA for a period of Five (5) years upon expiry of this LOA. Agency agrees to maintain the confidentiality of Confidential Information at all times, except where disclosure is required to be made to the statutory authorities, and further agrees that each person involved in performing Services for OPGC on Agency's behalf shall be made aware of and shall agree in writing to the confidentiality obligations contained in this LOA. No press releases or other publicity regarding this LOA may be issued without OPGC's prior written consent. Upon termination of this LOA or at OPGC's request (whichever occurs first), Confidential Information transmitted in record-bearing media or other tangible form including electronic form, and any copies accessible, shall be either returned to OPGC or destroyed with such destruction certified in writing.

5.0 CONTRACT PERFORMANCE SECURITY

Within ten (10) working days of the Effective date, the Agency shall submit the Performance Security, in the form of DD in favour of OPGC to its bank account as mentioned in the Appendix-B to ITB in favour of OPGC payable at any Commercial Bank, Bhubaneswar or an unconditional, irrevocable, payable on demand Bank Guarantee (BG/e-BG) or online payment through NEFT/RTGS of an amount equivalent to 7.5% of the Contract Price, as per the format specified in Appendix- A to Annexure- C. The Performance Security shall remain valid upto ninety (90) days beyond the completion of contract period (three years), with additional 90 days claim period after validity period and shall be payable at the branch of the issuing bank in Bhubaneswar. The Performance Security shall be extended by the Agency in case of extension of the Contract. The Performance Security shall be released within 30 days of the demobilization of all the personnel from OPGC Corporate office after due clearance from the OPGC for the performance of Services and recovery of any damages or claims not settled by the Agency.

6.0 REPRESENTATIONS AND WARRANTIES

(a) Agency warrants that all services will be performed by qualified personnel in a professional manner. If any services are not in compliance with acceptable standards and is brought to Agency's attention within one year from completion of the services, then Agency agrees to re-perform the services at its own cost and expense. Agency warrants that all services will be in compliance with all applicable central, state and local laws, orders, rules and regulations. Agency shall have no liability for defects in the services attributable to its reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by OPGC.

(b) Agency warrants that it shall not place itself in a position which may, or does give rise to a conflict of interest (or a potential conflict of interest) between the interests of the Agency with that of the Owner as related to the services.

(c) Agency shall at any point in time be able to justify the authenticity and reliability of any of the assumptions, figures, sources used in preparing the report and arriving at the conclusion.

(d) Agency represents and warrants to OPGC that, in performance of its obligations as contained herein, the Agency will employ or engage such appropriate personnel and shall alone be responsible for any and all obligations towards such Agency Personnel, as specified under any law or as may be determined by any Court or other appropriate forum. The obligations and representations contained in this LOA are Agency's sole warranty and guarantee obligations and OPGC's exclusive remedy in respect of quality of the Services. OPGC's failure to (a) properly operate and maintain OPGC's facilities or (b) allow Agency to promptly make such tests and perform such remedial services as it may deem appropriate on receipt of written request from the Agency, shall relieve Agency of its guarantee relative to such improper operation and maintenance or the subject of such tests or services.

(e) Agency agrees to indemnify and hold OPGC and its affiliates, principals, associates, their respective officers, directors, employees and/or agents, harmless from and against all, loss, liabilities, obligations, damages, costs, judgment, lien, suit, dues, cause of action, proceedings, order, demand, liability or actions, and all expenses incidental to the defense of any such claim, proceedings or action, based upon or arising out of this LOA, if and to the extent of Agency's gross negligence or willful misconduct for bodily injury and property damage, which shall be limited to the extent of Fee payable to the Agency under this LOA. The indemnity in this Section shall be in addition to, and not in lieu of, all other legal rights and remedies under this LOA that OPGC may have and shall survive expiry or termination of this LOA."

7.0 RECORDS

Agency agrees to furnish to OPGC such information in respect to the services covered by this LOA at such times and as often as OPGC may reasonably request. At reasonable times and on reasonable notice to Agency, OPGC may examine, inspect and copy Agency's files, records, books and documents, which specifically pertain to the subject matter of this LOA. Agency shall not be required to keep records of or provide access to those of its costs expressed as fixed rates, a lump sum, or of costs which are expressed in terms of percentage of other costs.

8.0 INDEPENDENT CONTRACTOR

Agency is an independent commercial contractor to OPGC. This LOA does not create any agency, joint venture or partnership between Agency and OPGC. Agency shall not impose or create any obligation or liability of any kind, express or implied, or make any commercial contracts, promises, representations or warranties on behalf of or in the name of OPGC, or to enter into any obligation binding upon OPGC. Agency agrees to indemnify, defend and hold OPGC harmless from and against any cost, expenses or any other liability whatsoever arising from Agency's failure to comply with any obligations under selections.

9.0 COMPLIANCE WITH LAWS AND REGULATIONS

a) Agency shall at all times conduct its efforts hereunder in strict accordance with all applicable laws and regulations and with the highest commercial standards. Agency shall effect or secure and maintain at its own cost all necessary governmental permits, licenses, approvals and registrations required in connection with the execution or performance of this LOA. Agency shall not engage in any practice or activity with respect to any of the services and assistance rendered by Agency under this LOA which is prohibited or in violation of any applicable central, state or local law in the Territory, or which in the opinion of legal counsel to OPGC is illegal or in violation of any applicable central, state or local law in the Territory. Agency agrees with the policy as stated in this Clause, and further agrees that failure by Agency or any persons under its responsibility including but not limited to its directors, officers, employees and agents to comply with any provision of this Clause shall constitute just and sufficient cause for immediate termination of this LOA and thereupon Agency shall have no claims whatsoever against OPGC.

b) Agency shall comply fully with the applicable anti-corruption, anti-money laundering, anti-terrorism and economic sanction and anti-boycott laws of India.

c) In performing its obligations under this LOA, the Agency and its officers, directors, employees, agents and representatives agree that they have not, and will not:

   i. directly or indirectly, offer, give, make, promise, pay or authorize the payment of any money, gift, or anything of value to any person that is an officer or employee of OPGC or any government, or an officer or employee of any department, agency or instrumentality thereof, or of any public international organization, or any person acting in an official capacity on behalf of such government, department, agency or instrumentality thereof, or any candidate for or appointee to a political or government office, or to any political party; or

   ii. receive, transfer, retain, use or hide the proceeds of any criminal activity whatsoever, or employ or otherwise conduct business with a "designated person", namely a person or entity that appears on any list issued by the Reserve Bank of India or international organizations such as the United Nations as being involved in money laundering, terrorism, or drug trafficking, or as having violated economic or arms embargoes.

d) In the event Agency becomes aware or obtains knowledge of any violations of (b) and (c) above, Agency shall promptly report to OPGC any such violation. Any violation of these provisions shall be sufficient cause for OPGC, acting in good faith, to declare the LOA, in whole or in part, null and void, in which case Agency shall forfeit any claim to additional payments due under this LOA, other than payments for services previously rendered under this LOA, in addition to being liable for any damages or remedies available under applicable law.

10.0 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) Agency shall purchase and maintain insurance as it will protect Agency from the losses or claims set forth below which may arise out of or result from Agency's performance or obligations to perform under the LOA, whether such performance is by Agency or by anyone directly or indirectly employed by Agency, or by anyone for whose acts Agency may be liable:
   a. Claims under professional liability;
   b. Claims under workers' compensation;
   c. Claims for damages for bodily injury, occupational sickness or disease, or death of Agency's employee;
   d. Claims for damages insured by personal injury liability coverage; and
   e. Claims for damages for injury to or destruction of tangible property.

(c) The failure to insist upon the strict performance of any provision of this LOA or to exercise any right granted under this LOA, shall not be deemed to be a waiver or relinquishment of the future performance of any such provision or the future exercise of such right, but the obligation of Agency and OPGC with respect to such future performance shall continue in full force and effect. Waiver, in order to be effective against a party shall be in writing signed by such party or its duly authorized representative.

(d) Each party signing this LOA represents that it has all necessary rights and authority to enter into this LOA and to bind the parties as provided.

(e) In no event shall either party be liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost of profits or savings, loss of opportunity; loss of goodwill; cost of substitute facilities, goods or services; cost of capital; cost of replacement power; governmental and regulatory sanctions; and claims of customers for such damages) to the full extent such may be disclaimed by law. OPGC's and Agency's total liability under this LOA, whether for breach of Contract, warranty, negligence, strict liability in tort or otherwise is limited to the total amount paid by OPGC to the Agency under this LOA.

(f) No person who is not a party to this LOA (whether or not such person shall be named, referred to, or otherwise identified, or form part of a class of persons so named, referred to or identified, in this LOA) shall have any right whatsoever to enforce this LOA or any of its terms.

(g) This LOA together with any documents referred to in it, supersedes any and all oral and written agreements, drafts, undertakings, representations, warranties and understandings heretofore made relating to the subject matter hereof and constitutes the entire LOA and understanding of the Parties relating to the subject matter hereof. It is expressly agreed that this LOA shall supersede all previous discussions and meetings held and correspondence exchanged between the Parties in respect of this LOA and any decisions arrived at therein in the past and before coming into force of this LOA shall have no relevance with reference to this LOA and no reference of such discussions or meetings or past correspondence shall be entertained either by OPGC or Agency for interpreting this LOA or its implementation.

(h) Agency acknowledges and agrees that no grant under any of OPGC's Intellectual Property rights is given or intended, including any license (implied or otherwise), under this LOA. Rights to intellectual property developed, utilized, or modified in the performance of the services shall remain the property of Agency. Agency hereby grants to OPGC an irrevocable, non-exclusive, royalty-free license to utilize its proprietary property provided to OPGC as part of the services. Further the Agency hereby warrants that it shall not violate any third party intellectual property rights during the performance of this LOA. In the event of any breach/claims/dispute/proceedings initiated by any third party regarding violation of Intellectual Property Rights, the Agency shall be solely liable for any such breach/claims/dispute/proceedings. Nothing contained in this Section shall be construed as limiting or depriving the Agency to forfeit its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others whether or not such other projects or work are similar to the work to be performed pursuant to this LOA. However, the Agency may use copies of drawings, designs, documents and engineering and other data furnished or to be furnished by the Agency only with the previous written permission of OPGC. All documents, including drawing, specifications, and computer software prepared by Agency pursuant to this LOA are instruments of service in respect to the Scope of Services. They are not intended to be modified or represented to be suitable for re-use on extensions of the Project or any other project.

(i) Without OPGC's prior written approval, Agency shall not assign, subcontract or transfer to third parties any of Agency's obligations under this LOA. In the event of any assignment as per terms of this LOA, the Agency shall continue to be solely liable to OPGC for any of the act/omission of any of its sub-contractors.

(j) The relationship between OPGC and the Agency is on principal-to-principal basis and you are not deemed to be a subcontractor for any purpose whatsoever. Agency agree to comply with all laws regarding provident fund, gratuity, minimum wages, superannuating, medical and other statutory benefits etc. as prevailing and agree that it shall be primary/solely obligated to its employees in this regard and all respect. OPGC has no responsibility whatsoever in this regard.

(k) Personnel provided by Agency will not be considered as employees of OPGC for any purpose. Agency personnel will make no commitments on behalf of OPGC. Agency assure full responsibility for the actions of its personnel and will be responsible for their supervision, daily direction and control. Agency will retain full responsibility for payment of salary (including taxes and other statutory obligations), workers compensation. ESI, disability benefits. Nothing in this Work Order grants you or any of your personnel any rights under OPGC employees benefits plan.

(l) While the house keeping personnel enter or leave the premises, OPGC Security staff may thoroughly check and inspect the material being carried by such personnel.

(m) The allocation of duties to housekeeping staff will be by OPGC's representative, and intimated through Agency and checklist for housekeeping activity to be carried out shall also be handed over to Agency for strict adherence.

(n) The Agency shall at all times indemnify and hold harmless OPGC, its officers, employees and agents (in this Clause referred to as "those indemnified") from any loss or damage (including legal costs and expenses) suffered, or liability incurred, by any of those indemnified where such loss, damage or liability is in respect of any personal injury(including sickness or death) to any of OPGC's personnel(whether employees or contractors) occurring during the course of you performing this service or to OPGC's property, as a result or consequence, of misdemeanor or direct or indirect action, whether negligent or otherwise, civil or criminal, whether during the course or employment or otherwise, of employees, officers or agents of Agency, or due to any deficiency or inaction or other on part of Agency. In any event the liability of OPGC is limited only to making payments in accordance with above.

11.0 BANNING OF BUSINESS

OPGC has the Banning Policy as stated in its website at www.opgc.co.in and Appendix-C to ITB. Consultant may be debarred from business dealings on account of any of the grounds and following the procedures as detailed in the said Policy. Consultant 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.

12.0 GOVERNING LAW

The governing law of this LOA shall be the substantive law of the land in India. Any dispute, claim or controversy arising out of this LOA, both the OPGC and the Bidder shall try to resolve it amicably. In the event no amicable solution is achieved, the same shall be settled through Legal proceedings. For any proceedings arising out of or concerning or connected with such dispute, appropriate Court at Bhubaneswar/Honourable High Court of Orissa shall have exclusive jurisdiction.

13.0 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 failure of performance are caused by occurrences beyond the control of OPGC or Agency, as the case may be, including, but not limited to, acts of God or the public enemy, expropriation or confiscation of facilities, compliance with any order or request of any government authority not arising out any default of non-compliance of any party, act of war, acts of terrorism, rebellion or sabotage or damage resulting there from, fire, 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 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, on the happening of such unforeseen event, written notice of such event shall be given by the affected

Party to the other within five (5) days from the date of occurrence thereof. If the performance in whole or part of any obligation under this LOA is delayed by reason of any such eventuality for a period exceeding two (2) months, the parties shall meet and review in good faith the desirability and conditions of terminating or continuing with this LOA. If the effect of any events specified in this clause lasts for a continuous period of less than 3 (three) days, such events shall not be construed to be Force Majeure Event.

14.0 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 Tower,
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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Appendix- A to Annexure- C

PERFORMANCE SECURITY BANK GUARANTEE FORMAT

(To be stamped in accordance with Stamp Act if any, of the Country of the Issuing Bank)

Bank Guarantee No. ....
Date..

To:
Odisha Power Generation Corporation Limited
Zone-A, 7th Floor, Fortune Towers, Chandrasekharpur
Bhubaneswar, Odisha, INDIA, PIN-751023

Dear Sirs,
In consideration of the _____________*[Employer's Name]*___________ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s __________*[Agency's Name]*_________ with its Registered /Head Office at ___________________ (hereinafter referred to as the 'Agency', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Employer's Award No. _______________ dated __________ and the same having been unequivocally accepted by the Agency, resulting into a Contract bearing No _____________ dated ___________ valued at _______________ for ______________________ and the Agency having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to INR ___________(*) 5 % (five percent) of the said value of the Contract to the Employer.

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

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Agency. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Agency, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Agency or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the

Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

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

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

Dated this __________ day of _____________ 20_______ at ________________.

(Signature)...............................
(Name) ....
(Designation with Bank Stamp)

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

Note:

1. (*) The above security shall be 7.5% of the Contract Price or as mentioned in RFP.

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

2. The Bank Guarantee shall be from a Bank as per provisions of the RFP.
3. The BG should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the BG is submitted or is to be acted upon or the rate prevailing in State where the BG is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Bank issuing the guarantee.
4. The BG should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the BG is submitted or is to be acted upon or the rate prevailing in State where the BG is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Bank issuing the guarantee.

This Bank Guarantee should be confirmed through SFMS by the issuing Bank and the details are as follows:		
OPGC Bank Account Number	:	380805010000063
Name of the Beneficiary	:	Odisha Power Generation Corporation Limited
Bank Details	:	Union Bank of India- Mid Corporate Branch, Bhubaneswar, Odisha-751007, India
Bank IFSC code	:	UBIN0578827

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