ODISHA POWER GENERATION CORPORATION LIMITED

(A Government Company of the State of Odisha)

REQUEST FOR PROPOSAL (RFP)
FOR

SELECTION OF AGENCY
FOR

PROVIDING PROFESSIONAL MANPOWER STAFFING SERVICES TO OPGC

BID ID No. OPGC/CO/MANPOWER/28082026

AMRIT ANAND CHAND Digitally signed by AMRIT ANAND CHAND Date: 2026.08.28 17:21:22 +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 Proposal pursuant to this RFP. This RFP includes statements, which reflect various assumption, assessments arrived at by the Owner in relation to the Project. Such assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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

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

TABLE OF CONTENTS

INSTRUCTION TO BIDDERS

TABLE OF CONTENT

1.0 BACKGROUND & PROJECT INFORMATION

Odisha Power Generation Corporation Limited ("OPGC" or "Owner"), a fully owned company of Government of Odisha, organized under the laws of India with its registered office at Zone-A, 7th Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar- 751023, Odisha, India, was setup as a wholly owned company of the Government of Odisha (the "GoO") with the objective of establishing, operating & maintaining thermal power generating stations in the state of Odisha. In the pursuit of its objective, OPGC established IB Thermal Power Station ("IBTPS") with two units of 210 MW each (Phase-I) in the Ib Valley area of Jharsuguda district in the state of Odisha. The power plant commenced commercial operation in 1996.

As part of its capacity addition program, OPGC has established the 1320 MW power project consisting of two units (namely Unit 3 and Unit 4) of 660 MW each (Phase-II), based on supercritical technology, adjacent to the Phase I power station at the same location. OPGC is also in the process of establishing Phase-III expansion project (2x660MW) adjacent to the existing operational plants. OPGC has its mini micro hydel plants (MMHP) at different locations. OPGC is also planning to establish its 50MW Solar Power plant project nearby existing plant area. OPGC has its establishment at Corporate Office Bhubaneswar, ITPS plant complex and MMHP at various locations in state of Odisha.

Currently, OPGC has engaged staffing agencies to provide professional man powers to OPGC at its various locations. Looking into existing requirements and upcoming project requirements, OPGC intends to engage reputed and experienced Staffing Agency(s) for deployment of manpower to meet temporary or seasonal staffing requirements in order to support day-to-day operations of OPGC in a timely and efficient manner during the Engagement Period.

To this objective, OPGC is planning to appoint an experienced/reputed Staffing Agency for the Scope of the Service specified in Appendix-A of the RFP.

2.0 REQUEST FOR PROPOSAL

OPGC requires the services of a reputed & experienced Staffing Agency (the "**Agency**") for services, as detailed in Section 3.0 and Appendix-A below. 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 professional manpower staffing services (hereinafter referred to as "**Service(s)**") 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 herein.

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 Manpower Staffing Services.

3.0 SCOPE OF SERVICES

The detailed Scope of Services ("**Services**") of the Agency are 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 be a manpower service provider registered in India as 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. Registration; OR c. Other valid legal documents in support of the Bidder as per applicable Act.
ii.	Bidder must have valid registration under the Employees Provident Fund (EPF) and Employees State Insurance (ESI) Acts.	Bidder shall submit Copy of valid EPF & ESI registration certificate.
iii.	Bidder must not have been debarred or blacklisted by the Government of Odisha State, Government of India or any of their Public Sector Undertakings (PSUs).	Bidder shall submit self-declaration in the covering letter.
iv.	Bidder should not have been declared as insolvent under Insolvent and Bankruptcy Code (IBC) or proceedings of insolvency, if any has not been initiated against the Bidder.	Bidder shall submit self-declaration in the covering letter.
v.	Bidder must possess valid Goods & Service Tax (GST) registration and Permanent Account Number (PAN).	Bidder shall submit Copy of PAN & Copy of GST registration certificate.
B	**Technical QR**	
vi.	The Bidder must have at least three (3) years' of proven experience in deployment of Large-Scale Manpower* for client needs in India, as on Proposal Submission End Date.	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.
vii.	The Bidder must have demonstrated successful experience in deployment of Large-Scale Manpower* in India, during the last seven (7) years, as on last Proposal Submission End Date, complying any of the followings: i. at least three **(3) contracts** having executed value not less than **INR One Hundred Forty (140) Lakhs** against each contract; OR ii. at least **two (2) contracts** having executed value not less than **INR One Hundred and Seventy (170) lakhs** against each contract; OR	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. c. Client payment receipt against monthly bills, as on last day of the previous month of Proposal

	iii. at least **One (1) contract** having executed value not less than **INR Two Hundred and Eighty (280) lakhs**.	Submission Date, in case of ongoing contract.
viii.	The Bidder should have functional office in Odisha, prior to the Date of publication of NIT.	Bidder shall submit Leased Agreement/ Trade License/ GST Certificate/ any other related document with respect to doing business or having office in Odisha.
C	**Financial QR**	
i.	The Bidder should have at least an Average Annual Turnover of **INR Ten (10) Crores** 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.

(*****) "Large-Scale Manpower" shall mean deployment of various types of manpower like skilled, highly-skilled, supervisory, clerical & executive level with **at least 100 nos. of manpower** for a minimum duration of **one (1) year** with **State or Central Government Organisations/Corporate/NGO clients** under a **single contract**.

NB.:

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

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

5.0 PROPOSAL SUBMISSION PROCESS

5.1 Bid Processing/Tender Fee

Interested Bidders can participate in the bidding process by paying the requisite non-refundable Bid Processing/Tender Fee of **INR 3,540/-** (Indian Rupees Three Thousand Five Hundred Forty Only) including GST to OPGC in form of Demand Draft (DD) in favor 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 mentioned in the

Appendix-B to ITB. Interested Bidder must pay and prepare the DD before Bid Submission Date & Time and submit the 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.

Proposal not accompanied by the requisite offline Bid Processing/Tender Fee submission within the stipulated timeline as stated in Section 8.0 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/Tender 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/Tender Fee and Bid Security as above shall be rejected and shall not be considered for this bidding process and for further evaluation.

5.2 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 Manpower Services under National Industry Classification Code(s) in 74/78/80/82 – related to Employment Activities and they should be registered as MSME Vendors under NSIC/Udyam/DIC.

5.3 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 minimum 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 8.0 along with requisite Bid Processing/Tender fee & Bid Security specified in Section 7.1 of this RFP. First, Techno Commercial Proposal will be opened. The Techno Commercial Proposal will then be evaluated for responsiveness and compliance with the Qualification Requirement and other Techno Commercial requirement as specified under Section 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 and shall be rejected. The Bidders complying the minimum 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 marks specified in clause no. 6.1. The Price Proposal shall be evaluated based on Lowest evaluated (L1) bid basis.

5.4 Proposal Submission

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

A. **TECHNO-COMMERCIAL PROPOSAL (FIRST PART)**
Details to be submitted as per the format identified as **Appendix-1** to **Appendix-7** 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 (appropriate excel 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, Power of Attorney and Integrity Pact 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 8.0 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 8.0 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.

5.5 Pre-Bid Meeting

OPGC may arrange a Pre-Bid meeting amongst all interested Bidders, if any important clarification 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 to ITB. 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 Section 4.0. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. Bidder is required to provide proof for each of the points to be eligible for evaluation. Bidders whose proposals fully comply with all the provisions of qualifying requirements will be listed as Qualified Bidders and their Proposals will be considered for further technical and commercial evaluation.

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

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

The Techno Commercial Proposal of the Qualified Bidder shall be evaluated based on 100 marks as per the following evaluation criteria.

Technical Evaluation Criteria

SL	DESCRIPTION	MAX. MARKS
1.0	**TECHNO-COMMERCIAL SUBMISSIONS EVALUATION**	
1.1	**BIDDER'S EXPERIENCE & CREDENTIALS**	**80**
i.	Experience in deployment of Large-Scale Manpower* in India. **<u>Mark Allocation:</u>** ***[Bidders Experience:*** *3 Years-* ***5 marks,*** *for each additional 1 year,* ***2 marks*** *shall be awarded, subject to a maximum 20 marks****]***	**20**

SL	DESCRIPTION	MAX. MARKS
ii.	Accomplished deployment of Large-Scale Manpower* in India, during last three (3) years as on last day of the previous month of Proposal Submission End Date. **Note:** 1. *<u>Bidder's experience</u>* in deployment of Large-Scale Manpower* to Private Companies/NGO having Annual Turnover (of those Private Companies/NGO) above **INR 100 Crores** (during any Financial Year preceding three consecutive Financial Years ending on 31st March 2025) shall only be considered under this Technical QR. 2. The Bidder shall submit, a. Work order along with completion certificate or Continuation certificate; and b. List of deployed professionals by name and Copy of EPF challan where the name of the deployed professionals should be there or employment certificate of the professionals. **<u>Mark Allocation:</u>** *[**No. of Manpower:** 100- **5 marks**, for every additional 25, **2 marks** shall be awarded, subject to a maximum 20 marks]*	**20**
iii.	Total executed value against deployment of Large-Scale Manpower* contracts in India, during the last seven (7) years, as on Proposal Submission End Date. **Note:** *<u>Bidder's experience</u>* in deployment of Large-Scale Manpower* to Private Companies/NGO having Annual Turnover (of those Private Companies/NGO) above **INR 100 Crores** (during any Financial Year preceding three consecutive Financial Years ending on 31st March 2025) shall only be considered under this Technical QR. **<u>Mark Allocation:</u>** *[**Executed Value:** ≥INR 2.8 Crs. - **5 marks**, for every additional INR 1 Cr.- **2 marks** shall be awarded, subject to a maximum 20 marks**]***	**20**
iv.	Valid Certificate of OHSAS/ISO/IMS/SA 8000 from a recognized institution, as on Proposal Submission Date. **<u>Mark Allocation:</u>** *[each relevant certificate 5 marks, subject to a maximum 15 marks]*	**15**
v.	Functional office in Odisha, prior to the Date of publication of NIT. **<u>Mark Allocation:</u>** *[If office in Bhubaneswar then 3 marks, If office in Jharsuguda dist. then 2 marks, if office in both locations then 5 marks]*	**5**
1.2	**BIDDER'S FINANCIAL STRENGTH**	**20**
i.	**Average Annual Turnover in INR of the Bidder during last three (3) financial years** *i.e. FY 2022-2023, FY 2023-2024 & FY 2024-2025.* **<u>Mark Allocation:</u>** *[≥INR 10 Crs. – **5 marks**, for every additional INR 2 Crore above INR 10 Crs., **1 mark** shall be awarded, subject to a maximum 20 marks]*	**20**
	TOTAL OF TECHNO-COMMERCIAL SUBMISSIONS EVALUATION	**100**

As per the Evaluation parameter table stated herein above, 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 Hundred (100) marks (Total of Sl. 1.0 of the table, Techno-Commercial evaluation points) shall be shortlisted and declared as "**Shortlisted Bidder**".

All other Bidders, except those top five (5) Shortlisted Bidders, shall be deemed rejected and not considered for further Price Evaluation.

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

Save and except as provided in this RFP, the Owner shall not entertain any correspondence with any Bidder in relation to the evaluation of the Techno Commercial Proposal and determination of the Qualified & Shortlisted 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. The lowest evaluated quoted Price in the Price Proposal submitted by the Shortlisted Bidders shall be declared as Successful Bidder.

In case, evaluated Price of two (2) or more bidders are the same, then the Successful Bidder shall be determined based on the marks scored in the Techno-Commercial evaluation (out of 100 marks). If still there is a tie, the Bidder scoring higher in Experience and Credentials (out of 80 marks) shall be declared as the Successful Bidder. If still there is a tie, the Bidder having highest Average Annual Turnover in last 3 FY shall be declared as the Successful Bidder.

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

6.3 Award of Contract

Based on the above parameters, OPGC shall declare L1 Bidder as Successful Bidder and appoint Successful Bidder as Agency (Primary 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 upon issuance of the LOA and intimation from Owner.

OPGC may empanel additional one more Agency (Secondary Agency) for providing manpower, as & when required at acceptable L1 Price from the Shortlisted Bidders, adopting following procedure.

OPGC reserves the right to engage one (1) more Agency (L2 Bidder) to provide the Service at acceptable L1 price. If L2 Bidder doesn't agree, then L3 Bidder may be asked to provide the service at acceptable L1 price. If L3 Bidder doesn't agree, then L4 Bidder may be asked to provide the service at acceptable L1 price. If L4 Bidder doesn't agree, then L5 Bidder may be asked to provide the service at acceptable L1 price.

The Primary Agency (L1 Bidder) shall be awarded for supply of minimum 60% of the manpower provided the performance is satisfactory.

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

7.0 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 14,00,000/- (INR Fourteen Lakhs only). The Bid Security must be in form as indicated in Section 7.1.2 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

a. Bidder shall furnish the Bid Security of an amount of INR 14,00,000/- (Indian Rupees Fourteen Lakhs 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) including 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 or ISB or FDR or DD or online transfer) must be prepared/transferred before Bid Submission Date & Time otherwise Bid stands summarily rejected.

b. The Bid Security shall be valid for a period of at least 120 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 Bid Security Amount.

c. 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.

d. The Bid Security furnished by the Bidder shall be forfeited/invoked in following cases.
   i. If a Bidder withdraws or modifies unilaterally its Techno-Commercial Proposal and/or Price Proposal during the period of their validity period;
   ii. If, during evaluation of Price Proposals, OPGC ascertains that there is discrepancy in the Proposal price due to arithmetical error, and on communicating such error to the Bidder, the Bidder does not accept the proposed correction of in the Price Proposal;
   iii. If the Bidder refuses to withdraw any deviation, specified in the Price Proposal or in the Techno Commercial Proposal contrary to provision of ITB, without any cost to OPGC.
   iv. If, in the event that the Proposal validity period is extended by the Bidder, and the Bidder fails to comply with any condition of re-validation or confirmation or fails to deliver a replacement Bid Security within the timeframe notified by OPGC;

v. 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.

vi. If the Bidder or his representatives commits any violation of the Section 6.0 or 9.0 of this ITB while participating in the Biding Process.

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

a. furnish the acceptance of letter of award; or

b. fails to submit Contract Performance Guarantee/Security.

7.1.3 Return of Bid Security

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

a. The Bid Security of the Successful Bidder to whom a Contract is awarded, will be returned after the said Bidder provides the Contract Performance Security and the same is accepted by the OPGC after due verification. Bid Security must be extended to cover such period as may be required till submission and verification of the Performance Security.

b. The Bid Security of all unsuccessful Shortlisted Bidders will be returned at the earliest within thirty (30) days after declaration of the Successful Bidder.

c. The Bid Security for the Bidders, who do not meet the Qualification Requirement 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/ISB/DD/FDR/Online payment through NEFT/RTGS) of an amount INR Thirty-Five (35) Lakhs only as per the format specified in Appendix-A to Annexure-C, ITB.

8.0 BIDDING SCHEDULE

Particulars	Tender Timeline
Date of issuance of NIT	**28th August 2026**
Pre-Bid Meeting	8th September 2026 at 11:00 Hrs. (IST)
Last Date of Submission of Techno-Commercial Proposal & Price Proposal (Proposal Submission End Date)	22nd September 2026 by 12:30 Hrs. (IST)
Techno-Commercial Proposal Opening Date	22nd September 2026 at 16:30 Hrs. (IST)
Last date of submission of Hardcopy documents	22nd September 2026 by 17:00 Hrs. (IST)
Price Proposal Opening Date (Indicative)	28th September 2026

If any of the above dates or further extension dates fall on Holiday or non-working day as defined in the e-Procurement Portal, then the same is to be rescheduled to the next working day.

9.0 GENERAL GUIDELINES FOR THE BIDDERS

9.1 Language

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

9.2 Corrections and Erasures

No erasures or over writings shall be permissible. Bidders shall clearly indicate changes using strike through and rewrite any required minor changes with clear approval signified by initials of the person(s) signing the submissions. All alterations, omissions, additions, changes or any other amendments made in the submissions shall be initialed by the person(s) signing the submissions.

9.3 Submission Ownership

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

9.4 Submission cost

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

9.5 Proposal Validity Period

All Proposals, not rejected for any other reason, shall remain valid for a period of Ninety (90) Days 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.

9.6 Extension of Submission Date

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

9.7 Ownership of Bids and Responses

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

9.8 Details and Signature of Bidder

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

9.9 ETHICS, COMPLIANCE, CONFIDENTIALITY, INTEGRITY PACT AND BANNING:

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

For the purposes of this provision, the terms used herein are defined as follows:

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

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

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

"**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by OPGC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a conflict of interest as stated in Section 9.10; and

"**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.

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.

Further, OPGC will adhere to highest ethical standards and transparency in the bidding process and has adopted the Integrity Pact Program of Transparency International. Accordingly, all the Bidders shall submit the duly stamped and signed Integrity Pact of OPGC as provided in Appendix-7 along with Techno Commercial Proposal. For further details, the Bidder may visit the OPGC website and the website of Transparency International (http://www.transparency.org).

OPGC may reject the Proposal, which does not include the executed Integrity Pact by the Bidder as per the format.

Banning: OPGC has the Banning Policy as stated in its website at www.opgc.co.in and Appendix-C of this RFP. 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.

9.10 Conflict of Interest

Bidders shall state in their Proposal any circumstances, arrangements, understandings or relationship that constitute or may reasonably be considered to constitute, an actual or potential conflict of interest with Bidder's obligations under this RFP or under any contract which may be negotiated or executed between the Bidder and OPGC. The Bidder and their employees, agents, advisers and any other person associated with the Bidder must not place themselves in a position which may, or does, give rise to a conflict of interest (or a potential conflict of interest) between the interests of OPGC or any other interests during the bidding process.

9.11 Confidentiality

Information relating to examination, evaluation and recommendation for selection of Successful Bidder shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising OPGC in relation to, or matters arising out of, or concerning the bidding process. The parties will treat all information, issued by OPGC or submitted by Bidder as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The parties may not divulge any such information unless it is on a need basis and it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or OPGC or as may be required by law or in connection with any legal process. In the event, parties are required to divulge any information, it will make best endeavors to maintain confidentiality of the information held by it and divulge only that information which is required to.

9.12 False or Misleading Claims

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

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

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

9.14 Governing Law and Dispute Resolution

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 is achieved, the same shall be settled through Legal proceedings. For any proceedings arising out of or concerning or connected with such dispute, appropriate Courts at Bhubaneswar/Honourable High Court of Orissa shall have exclusive jurisdiction.

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APPENDIX-A

SCOPE OF WORK ("SERVICE")

A. SCOPE FOR SUPPLY OF MANPOWER:

a. The Agency shall provide the Staffing Services i.e., both Technical & Non-Technical to OPGC at its Corporate Office located at Bhubaneswar and its Site Office located at IB Thermal Power Station, Banharpalli, Jharsuguda as per requirement and also at any other location in India as directed by OPGC for a period of two (2) years.

b. The newly engaged Agency shall give preference to the existing outsourced resources deployed at OPGC through the existing Agency, subject to their suitability, under the new contract.

c. OPGC shall send requirement of outsource resource along with Job Description, Qualification, previous work experience and other associated details to the agency as and when there is any requirement for deployment.

d. The Agency shall submit the CV / Resume of the prospective candidates in respect of the required resources within 3 days of receipt of requirement mandate from OPGC. For each of the proposed outsourced position, the agency shall submit a minimum of five (5) CV / Resume matching the required profile.

e. OPGC shall evaluate and give feedback on the candidates based on qualification, age, post-qualification experience, area of specialization, etc. from their CV/Resume. Interview will be conducted by the Agency. OPGC shall approve Monthly Remuneration of the recommended resource based on individual qualification, relevant experience, last salary drawn, market value and other competencies required for the given role.

f. Upon approval by OPGC, the Offer of Appointment Letter shall be issued by the Agency containing the Remuneration including statutory payments and other terms and conditions of deployment.

g. OPGC reserves the right to shortlist or reject any or all CVs without assigning any reason thereof. In the event such rejection, the Agency is required to submit additional resume of prospective candidates to OPGC.

h. The proposed resources by the Agency should be physically fit and shouldn't have been convicted in any criminal case / no criminal case should be pending against him or her. A thorough background verification of selected candidates should be done by the Agency and a certificate to this effect must be submitted by the Agency at the time of deployment.

i. In case of separation of the resource(s), the Agency shall communicate in writing to OPGC at least thirty (30) days prior to last working day. The Agency shall also initiate the process and deploy a suitable replacement for the post in place of separated resource in time, so that the replacement joins his / her post on the next working day from the date of release of existing (but separating) resource. The Agency shall be responsible for discharging all obligations arising out of full and final settlement of such separating resources.

j. In case where OPGC desires for the replacement of any deployed resources due to any reason, the authorized person of OPGC shall inform the same to the Agency in writing. The Agency shall provide a suitable replacement following due procedure.

k. The Agency will make available the statutory reports as and when desired by OPGC. The Agency shall deposit monthly EPF and ESI dues in respect of resources deployed at OPGC duly certified by representative of the Agency to the Officer In-Charge of OPGC along with the monthly Invoice. Resources who are outside the ambit of ESI will be required to be covered under Accident Insurance Policy to take care of any eventuality and the Agency will be duly responsible for compensation and treatment if any.

l. The Agency shall submit the monthly Invoice by 7th day of every month for the preceding month.

m. The Agency must make payment of monthly salary to the resources in OPGC on or before 3rd Day of the month for preceding month without fail. This should be disbursed irrespective of the payment received from OPGC for a period of two (2) consecutive previous months.

n. Agency shall submit Bank Transfer statement of Salary to the resources along with the monthly Invoice to OPGC.

o. OPGC reserves the right to deduct the amount from the Performance Security as may be considered reasonable for unsatisfactory services or delay in providing of services.

p. The Agency is responsible for adhering to and compliance of all statutory provisions as are applicable to the said contract in letter and spirit. The reimbursement of amount spent by the Agency legitimately towards such compliance towards payment of gratuity, bonus, leave salary, compensation in respect of their deployed resources at OPGC, other than for defraying towards medical expenditure not covered under ESI/Medical insurance (taken by the Agency) shall be made by OPGC subject to approval.

q. The Agency will obtain the following insurance policies for all manpower deployed by it in OPGC. Such insurance cover shall be effective from the start date to the end of the term of the Service as per following amount and the cost of the insurance will be borne by the party.

   i. Group Personal Accidental Insurance (Accidental Injury and Death) for at least INR 15,00,000 (Fifteen Lakh only) for each deployed resource;

   ii. Group Medical Insurance Coverage (in addition to ESI, if applicable) for at least INR 5,00,000 (Five Lakh only), for each deployed resource on family floater basis, which includes family comprising of self, spouse and two children.

   Copy of the policies and certificates for insurance shall be submitted by the Agency to OPGC for verification and record prior to the start of work upon which Bid Security shall be processed for release.

   If the Agency does not comply with the above provisions, the consequential loss and damage to OPGC arising out of such default will be borne by the Agency.

r. The Agency will make provisions to cover the annual Health Check-up, as per provisions laid out for each resources and the cost incurred towards such check-ups is to be borne by the Agency out of Agency's Professional fee/charges.

s. OPGC shall pay and reimburse the following remuneration (i, ii & iii) to the Agency for payment to the outsourced Professionals deployed by the Agency in OPGC.

   i. <u>Monthly Remuneration,</u> which includes Basic pay, HRA, Dearness Allowance (if any), Other special allowances/ perks (If any) shall be paid after completion of previous month. Service Charges on monthly remuneration shall be paid by OPGC.

   ii. <u>Annual Variable Pay (apart from Monthly Remuneration),</u> This payment for the previous financial year shall be made to the professionals only after consultation with OPGC. Service Charges on Annual Variable Pay shall be paid by OPGC.

   iii. <u>Statutory payments</u>, which include EPF, ESI, bonus, gratuity and annual leave of 24 days and shall be paid separately to the Agency as per actuals on submission of necessary documentary evidences on completion of previous month/financial year as the case may be. These statutory payments shall be made to the Agency on approval from OPGC. Service Charges on these Statutory payments shall be paid by OPGC. Further, as and when New Labour Code shall be implemented by the appropriate government, the Agency will be completely liable for implementation of the same in letter and spirit and ensure that no financial liability shall be incurred by OPGC arising out of the same, if applicable or any time in future, after implementation date of the New Labour Code by the appropriate government.

B. SCOPE FOR EXECUTIVE SEARCH

i. Agency shall provide CV/Resumes of potential candidates as per the requirements of OPGC, who are to be hired on the rolls of OPGC.

ii. Agency will provide any and all such information about a potential candidate, that is in the knowledge of the Agency and disclosure of which may be relevant to the recruitment process and in the interest of OPGC.

iii. Agency shall communicate and coordinate between OPGC and the potential candidate in fixing the venue, date, time or such other matters relating to meetings/interviews between OPGC and potential candidates.

iv. Agency shall ensure that the potential candidates are given fair & accurate information about OPGC and its requirements.

v. Agency shall coordinate acceptance of job offers by and between the potential candidate & OPGC.

vi. OPGC may engage one or more Agencies to source resumes of potential candidates at the same time.

vii. For each selected candidate, who joins OPGC, the Agency will be paid One Time Search fee of INR 75,000/- (Seventy-Five Thousand) only, which shall be paid to the Agency in six (6) equal monthly instalments. GST shall be paid extra at the prevailing rate on the Search Fee. In case of separation of the employee for any reason whatsoever within six (6) months of joining, no further payment (balance monthly instalments) will be made by OPGC to the Agency towards Search Fee. No payment shall be made beyond 6 months of joining.

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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
Mobile	:	+91-9778901001 / +91-9338715401
Landline	:	+91-674–2303765/66
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 751009 INDIA.
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 providing professional manpower staffing services to OPGC- Bid Security.

Dear Sir,

Enclosed is the Bid Security in the form of Online payment/DD/FDR/Bank Guarantee including e-BG/Insurance Surety Bond bearing No. __________dated _______ issued by ____________ Bank/Insurer, _______ Branch for amount of INR 14,00,000/- (INR Fourteen Lakhs only) payable at Bhubaneswar, as per provisions of Request For Proposal (RFP) issued by OPGC for selection of Agency for providing professional manpower staffing services to OPGC.

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 including e-BG/Insurance Surety Bond/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** **BANK IFSC CODE: UBIN0578827** **BANK DETAILS: UNION BANK OF INDIA, MID CORPORATE BRANCH, BHUBANESWAR, ODISHA 751007, INDIA.**

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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 Letter Head]

Date:

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

Dear Sir,

Sub: Techno Commercial Proposal and Price Proposal for Selection of Agency for providing professional manpower staffing services to OPGC.

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 this RFP vide NIT dated 28th August 2026 and following amendments and corrigendum there to, issued by OPGC receipt of which is hereby acknowledged.
   [Please fill the details below, if any]
   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 services without compromising on OPGC's interests and shall avoid any such conflict of interest in its dealings while performing Scope of Service for OPGC's as per the provisions of the Contract in case the **[Bidder-Organization name]** enters into the Contract with OPGC at a later date.

6. ***[Bidder- Organization name]*** designates Mr./Ms. _________________as Bidder's representative and in his/her absence designates Mr./Ms. _________________ as alternate Bidder's representative. Both are 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 and undertakes that it has not been debarred/blacklisted by Government of Odisha & it's PSUs, Government of India & it's PSUs as on Proposal Submission 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 of the RFP. 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 Insolvent 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 Ninety (90) days from the Proposal Submission Date or any extension thereof.

C. SIGNATURES

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	*[Bidder to provide Incorporation Certificate]*
Registered Address	*[Bidder to provide details]*
Communication Address: (if different from the registered address)	*[Bidder to provide details]*
PAN Number/Country of Tax Residence	*[Bidder to provide details & attach supporting documents]*
GSTIN	*[Bidder to provide details & attach supporting documents]*
MSME Details	*[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]*
Details of Bidder's Authorized Persons (stated in Appendix–2: Covering Letter)	
(1) Name & Designation	
Telephone Number/ Fax Number	
Mobile Number	
Email Address	
(2) Name & Designation	
Telephone Number/ Fax Number	
Mobile Number	
Email Address	

Note:

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

Signature and Stamp of Bidder

Annexure-2 to APPENDIX-2

CHECK LIST

Sl.	Particular	Submission/Information
1.	Legal Rights	Yes/No
2.	Technical Specification and Other terms of RFP If not complied,	Complied / Not Complied
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) ____________________
5.	Latest Combined PF challan/ TRNN details as on proposal submission date.	(Yes/No)
6.	Validity of Techno-Commercial and Price Proposal	Up to ____/___/____
7.	Integrity Pact	(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 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

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

We, (Bidder – Organization Name), confirm that we meet the qualifying requirements specified in RFP. We confirm that we meet the qualifying requirements specified under Section 4.0 of RFP. Accordingly, we are providing the following information supporting the qualification requirements.

A. DETAILS RELATED TO EXPERIENCE

The Bidder shall have successfully executed deployment of manpower supply contracts in India.

List of contracts executed by Bidder in the following format.

Sl	Client Name and details of contact person	Scope of Services Provided (Please mention only those relating to deployment of Large-Scale Manpower*)	Number of manpower deployed under the said contract	Contract Value (in INR)	Date of completion of the Contract	Turnover of the Client (in Crores)	Experience Certificate from Client [Yes/No]
	Bidder to submit documentary evidence like LOA executed and Completion certificate received from client				Completion certificate received from client	Client Annual Report	Client certificate
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/ Private Companies/NGO 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. DETAILS OF BIDDERS STRENGTH

Bidder to provide the details of manpower deployed at client site as on last day of the previous month of Proposal Submission End Date, in support of their capability.

Sl.	Name of the employees	Qualification details	Position held
1.			
2.			
3.			
….			

C. Bidder shall provide their office address functional in Odisha and shall submit Leased Agreement/ Trade License/ GST Certificate/ any other related document with respect to having office in Odisha in the following table.

Sl	Office address in Odisha With locality and PIN code	Functional office since when	Supporting document
		[MM/YYYY]	
		[MM/YYYY]	
		[MM/YYYY]	

D. RELEVANT CERTIFICATE FROM A RECOGNIZED INTERNATIONAL /NATIONAL INSTITUTION WITH CURRENT VALIDITY AS ON PROPOSAL SUBMISSION DATE

1. ……………………………………….
2. ……………………………………….
3. ……………………………………….
4. ……………………………………….

E. Number of Years of Experience in deployment of Large-Scale Manpower* to various clients as on last day of the previous month of Proposal Submission End Date.

[Bidder to submit total year of experience of Manpower Staffing along with documentary evidence/ Work Order copy.]

F. ANY ADDITIONAL INPUTS WITH RESPECT TO THE PROPOSAL.

G. AGENCY'S BROCHURE, IF ANY.

H. ANY OTHER INFORMATION RELATED TO PROFESSIONAL MANPOWER SUPPLY EXPERIENCE.

(Signature of Authorized Representative)

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. I**s 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:

APPENDIX-7

INTEGRITY PACT FORMAT

[To be executed on non-judicial stamp paper (minimum INR 100) to be signed by authorized signatory of the bidder]

This Integrity Pact is made at ________ on this _________day of ___________

Between

Odisha Power Generation Corporation Ltd. (OPGC), a Government company within the meaning of Section 2(45) of the Companies Act, 2013 and having its registered office at Zone-A, 7th Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar- 751023, Odisha (India) hereinafter **referred** to as "Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

And

[Bidder Name], a company registered under the Companies Act, [1956/2013] and having its registered office at ____________________ (India, hereinafter referred to as "Bidder" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART.

(The Principal and the Bidder together are collectively referred to as the "Parties" and individually as a "Party" in this Pact).

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for Engagement of Agency for providing professional manpower staffing services to OPGC ("Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s).

In order to achieve these goals, the Principal enter into an Integrity Pact ("Pact") with the Bidder(s) for the tender process and execution of the Contract and will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

1.0 Commitments of the Principal

1.1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1. No employee/Director/management representative of the Principal, personally or through family members or through third party, will in connection with the tender process for, or the execution of a Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information, other than the clarifications sought for by the Bidder(s) with respect to the bidder specific information required to be provided which shall be given only to the concerned Bidder(s), and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3. The Principal will exclude from the tender process or execution of the Contract all known prejudiced persons including those employees/ Directors/ management representatives of the Principal who have family relationships with the employees or Directors of the Bidder(s).

1.2. If the Principal obtains information on the conduct of any of its employees or Directors/ management representative which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Officer for further enquiry and initiation of disciplinary actions against the concerned employee/ Director/ management representative.

2.0 Commitments of the Bidder(s)

2.1. The Bidder(s) commits itself to take all measures necessary to prevent corruption. The Bidder(s) commits itself to observe the following principles during its participation in the tender process and during the contract execution.

2.1.1. The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees/ the Principal's Directors/ management representative involved in the tender process or the execution of the Contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the Contract.

2.1.2. The Bidder(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3. The Bidder(s) will not commit any penal offence under the relevant IPC/ PC Act and any other such similar acts applicable; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4. The Bidder(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.1.5. The Bidder(s) will not, directly or through any other person or firm, approach any Government officials, ministers, political persons, public servants, or any external agencies in an effort to influence the bidding decision making process or to attain any undue favours to the Bidder(s).

2.1.6. The Bidder(s) shall exclude, from the tender process and the execution of the Contract, all known prejudiced persons including those employees/ Directors /management representatives of the Bidder(s) who have family relationships with the employees or Directors of the Principal.

2.1.7. The Bidder(s) shall disclose the circumstances, arrangements, undertakings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations specified in the tender process and/or any contract which may be negotiated or executed with the Principal. Bidder(s) and their employees, agents, advisors and any other person associated with the Bidder(s) must not place themselves in a position which may, or does, give rise to conflict of interest (or a potential conflict of interest) between the interests of the Principal or any other interests during the tender process or through operation of the Contract.

2.1.8. The Bidder(s) will not indulge in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive process in the tender process or the execution of the Contract.

2.2. The Bidder(s) or its subcontractors or its agents will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3.0 Disqualification from tender process, termination of the Contract and exclusion from future contracts

If the Bidder(s), during the tender process or before award of the Contract or during the execution of the Contract has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put its reliability or credibility in question, the Principal may disqualify the Bidders(s) from the tender process or may not award the Contract or terminate the Contract or take action and seek damages as specified in Section 4.

4.0 Compensation for Violations

4.1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award of the Contract according to Section 3 or 5, the Principal is entitled to demand and recover the damages by encashment of the Bid Security submitted by the Bidder(s) while making submission in the tender process.

4.2. If the Principal has terminated the Contract according to Section 3 or 5, or if the Principal is entitled to terminate the Contract according to section 3 or 5, the Principal is entitled to demand and recover from the Contractor liquidated damages equivalent to five percent (5%) of the Contract value or the amount equivalent to Performance Security, whichever is higher, in addition to the Liquidated Damages already agreed to by the Bidder in the Contract.

5.0 Previous Transgression

5.1. The Bidder(s) declares that no previous transgressions occurred in the last three (3) years with any other organization in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify its exclusion from the tender process or the execution of the Contract.

5.2. If the Bidder has made incorrect statement on this subject or hides such information, the Principal is entitled to disqualify the Bidder from the tender process or not the award the Contract or if already awarded, may terminate the Contract and claim compensation as mentioned in section 4.

6.0 Equal treatment of all Bidders

6.1. The Bidder(s) undertake(s) to demand from his subcontractors a commitment consistent with this Integrity Pact. This commitment shall be taken only from those sub-contractors whose contract value is more than **15%** of Bidder’s contract value with the Principal.

6.2. The Principal will enter into individual Integrity Pacts with identical conditions as this one with all Bidders for the tender process.

6.3. Only those Bidder(s), who have entered, shall be eligible to participate in the tender process or execution of the Contract.

6.4. The Principal may disqualify the Bidder from the tender process who do not execute the Integrity Pact or violate its provisions.

7.0 Criminal Charges against violating Bidders / Subcontractors

If the Principal obtains knowledge of conduct of a Bidder or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office of the State in which the Principal has its Registered Office.

8.0 Independent External Monitor(s)

8.1. The Principal will appoint one or more competent and credible Independent External Monitor(s) ("Monitor") for the performance of this Pact. The task of the Monitor will be to review independently and objectively, whether and to what extent the Parties comply with the obligations of the Integrity Pact.

8.2. The Monitor shall not be subject to instructions by the representatives of the Parties and shall perform his functions neutrally and independently. The Monitor shall report to the OPGC Board.

8.3. The Bidder(s) accepts that the Monitor has the right to access without restriction to all document related to the tender process or the execution of the Contract of the Principal including that provided by the Bidder(s). The Bidder(s) shall grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to the document in its possession related to the tender process or execution of the Contract. The same is applicable to subcontractors of the Bidder(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Subcontractor with strict confidentiality.

8.4. The Principal will provide to the Monitor sufficient information about all meetings among the Parties related to the tender process or the execution of the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The Parties shall offer to the Monitor the option to participate in such meetings.

8.5. As soon as the Monitor notices, or believes to have noticed, a violation of the Integrity Pact, it will so inform the Managing Director of the Principal and request the Managing Director to take corrective action, or heal the situation, or to take other relevant action. The Monitor may in this regard submit non-binding recommendations. Beyond these actions, the Monitor shall have no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action.

8.6. If the Monitor reports to the Managing Director of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act, the Managing Director of the Principal shall within reasonable time, taken visible action to proceed against such offence.

8.7. The number of Independent External Monitor(s) shall be decided by OPGC. The word 'Monitor' would include both singular and plural.

9.0 Pact Duration

9.1. This Pact shall become effective from the date when both the Parties have executed it or the Parties have shown their intent to enter into the Pact, whichever is earlier. This Pact will expire for the Bidder appointed as Contractor for the Works after it meets all the obligations of the Contract and for all other Bidders 6 months after the Contract has been awarded.

9.2. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified as above, unless it is discharged/ determined by the Principal.

10.0 Other Provisions

10.1. This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. Bhubaneswar.

10.2. Changes and supplements to the Pact as well as termination notices to be sent to any Party shall be made in writing by mutual agreement between the Parties.

10.3. If the Bidder is a partnership or a consortium, this Pact shall be signed by all partners or consortium members.

10.4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5. Only those Bidder(s)/ Contractor(s) who have expressed their intention through submission in the tender process or have entered into this Pact with the Principal will be eligible to participate in the bidding.

For & On behalf of the Principal	**For & On behalf of the Bidder**
(Office Seal)	(Office Seal)
Place----------------------	
Date------------	
Witness: _____________________	Witness: ________________________
(Name & Address) ____________	(Name & Address)________________

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 EXCEL FILE) SHALL BE CONSIDERED FOR EVALUATION.]

1. FEES

The Service, Administrative & Management charges for the Scope of Services specified at Appendix-A of this RFP shall be as follows.

Sl	Particulars	Charges (in %) Including all & excluding GST	SAC Code	Present GST Rate (in %)
A.	**Service Charges (Service, Administrative & Management Charges) as % on the (i) monthly remuneration, (ii) annual variable pay & (iii) statutory payments to be paid to professionals.**	***"Bidder shall not Quote any Price component here.*** ***Bidder to submit its price in online Price Bid*** *(BOQ in Excel format given in Price Bid cover)"*	*[_______]**	*[_______]**

(*) Bidder shall submit the SAC Code and the Present GST Rate (in %) only in this Annexure.

NB:

1. GST shall be paid against GST invoice as applicable rate on total invoice value.
2. Compensation for any additional Tax / cess arises in replacement of GST notified after Effective Date would be considered after netting-up of any taxes subsumed or deleted.
3. The above Service/ Administrative & Management charges are inclusive of all costs associated with providing the services, such as profit, insurance, medical expenses, administrative expenses, contingency, and any applicable interest.
4. 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).

Authorized Signature of the Bidder

ANNEXURE-C

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

KEY COMMERCIAL TERMS

1.0 SCOPE OF SERVICES

(a) Agency has agreed to provide the Staffing Services that are more fully detailed in Appendix____ hereto ("Agreed Services") OPGC at its Corporate Office located at Bhubaneswar, Site Offices located at IB Thermal Power Station, Banaharpali, Jharsuguda, MHP office at various locations and also at its Project Site/Office (2X660MW Project, OPGC Stage-III) located at ITPS, Banaharpali, Jharsuguda (hereinafter referred to as "Premises") and any other location assigned by OPGC in India, in accordance with the terms and conditions mentioned here below.

(b) The Agency shall ensure that the Services are performed within the ambit of applicable policies, laws, rules, regulations and guidelines issued by Government of India & Odisha in force as amended from time to time. The Agency shall follow all EHS rules, regulations & guidelines of OPGC.

(c) Mr. _____________ or any other person as may be notified by OPGC in writing, shall be OPGC's Representative ("Officer-In-Charge" or "EIC") for this LOA. EIC, on behalf of OPGC, will request for the Services as per requirement, 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. The Agency shall give at least fifteen (15) days' notice to OPGC before making any change in the Engagement Manager and/or the team members, shall provide experience details of the persons who will replace these persons and take OPGC approval before making a replacement to the team. 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 for the respective Packages 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 TERMS AND CONDITIONS

(a) OPGC shall pay the remuneration along with Service Charges i.e. ____% of remuneration of professionals excluding GST for the Scope of the Services mentioned in Appendix___ & Key-Commercial Terms defined in Annexure-C.

(b) For each selected candidate, who joins OPGC, the Agency will be paid One Time Search fee of INR 75,000/- (Seventy-Five Thousand) only excluding GST, which shall be paid to the Agency in six (6) equal monthly instalments. In case of separation of the employee for any reason whatsoever within six (6) months of joining, no further payment (balance monthly instalments) will be made by OPGC to the Agency towards Search Fee. No payment shall be made beyond 6 months of joining

(c) OPGC shall pay the Annual Performance Variable Pay and Statutory Payments of deployed professionals to the Agency excluding GST. Agency shall submit Bank statement as proof of payment of Performance Pay/ Arrear to the professionals deployed at OPGC duly certified by OIC.

(d) The above Service Charges shall remain firm and fixed for performing Services during the Engagement Period and are inclusive of all costs associated with providing the services, such as profit, insurance, medical expenses, administrative expenses, contingency, and any applicable interest. No Price escalation to the fee shall be allowed during the tenure of the engagement.

(e) GST shall be paid against GST invoice as applicable rate. Compensation for any additional Tax / cess arises in replacement of GST notified after Effective Date would be considered after netting-up of any taxes subsumed or deleted.

Agency shall solely be responsible for payment of all applicable taxes, GST, statutory dues including PF, ESI, Gratuity etc., compensation under Workmen Compensation Act in respect of their professionals deployed at OPGC, charges, cess and any other amounts.

(f) The Agency shall submit the monthly Invoice by **7th** day of every month for the preceding month.

(g) The Agency must make payment of monthly salary to the resources in OPGC on or before **1st Day** of the month for preceding month without fail. This should be disbursed irrespective of the payment received from OPGC for a period of two (2) months consecutively.

(h) Agency shall submit Bank Transfer statement of Salary to the resources along with the monthly Invoice to OPGC.

(i) The Agency shall seek any revision in the fee to be paid under this LOA if there is any material change in the Scope of Services subject to Owner's review and acceptance of the Agency's proposal. For any additional scope beyond defined in Appendix____, the same shall be executed with such fees and terms & conditions as mutually agreed.

(j) Agency shall submit the invoice in duplicate to OPGC every month along with the below mentioned documents duly stamped and signed by the authorized signatory of the Agency:
   i. Submission of attendance records of the professionals duly certified by OPGC OIC.
   ii. Bank statement as proof of payment of salary/ remuneration to the professionals deployed at OPGC.
   iii. Proof of payment statutory dues of the professionals- EPF, ESI, Gratuity etc.
   iv. Monthly return submitted to the RPFC & other statutory authorities relating to the preceding month.

(k) Payments shall be released within ten (10) working days of the receipt of the correct invoice along with relevant supporting documents certified by OPGC OIC. No advance Payment will be made.

(l) All payments to the Agency shall be made subject to deductions of income tax, as applicable, under the Income Tax Act and Goods and Service Tax or Finance Act or any other statutory modification or re-enactment 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 Tax Deducted at Source (TDS) accordingly while making payments to the Agency.

(m) 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.

(n) DDO, Odisha Power Generation Corporation Limited, Zone-A, 7th Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar, Odisha - 751023 shall be the paying officer for the Services provided for this LOA.

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 two (2) years from the [Start Date of deployment] unless terminated earlier "**Engagement Period**". Thereafter, this LOA may be extended by mutual agreement in writing. Notwithstanding the foregoing, this LOA may be terminated by OPGC, without cause, upon not less than fifteen (15) days prior written notice to the Agency. Upon any such termination, Agency shall be paid fees payable for services performed till then in accordance with the provisions of this LOA.

(b) If the Agency fails to fulfil the terms and conditions of the LOA, the total or balance work (if any) may be given to any other entity at the risk and cost of the said Agency after giving 30 days' notice as to show cause why the said work shall not be awarded to another entity at his risk and cost.

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 entity at the Agency's sole risk and cost. 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 or through suitable legal measures.

Further the LOA could be terminated at the risk and cost of the Agency, if:

i. Agency has given false declaration or document including affidavit during the tendering or Term of the Engagement;
ii. There is conflict of interest between OPGC & Agency during the Term of the Engagement;
iii. The Agency defaults in proceeding with the work as per the milestones and/or in complying with any of the terms and conditions, stipulated in the LOA,
iv. The Agency become Insolvent by the concerned authority and further if the Agency has been wound up and dissolved,
v. The Agency assigns/transfers/sub-lets the entire work or a portion thereof without the approval of the OPGC,
vi. The Agency offers to give or agrees to give gift or any other consideration tangible or intangible, as inducement or reward for seeking or offering benefits in the Agency as the case may be,
vii. A court order or an order of a competent statutory forum is received in respect of the Service under consideration of the LOA.

Termination of the LOA shall not relieve the Agency of any obligations which expressly or by necessary implication survives termination. Except as otherwise provided in the agreement, the Agency shall not be relieved of any obligations or liability for loss or damage to OPGC arising out of or caused by acts or omissions of the Agency prior to the effective date of termination or arising out of such termination. Even if LOA is terminated/abandoned prematurely, OPGC reserves the right to deduct/impose penalties and shall remain indemnified, till such time all or any such claims are suitably addressed. OPGC reserves the right to appropriate the Performance Security, as a genuine pre-estimated damage(s) suffered by OPGC for the non-performance by the Agency. OPGC may also impose further penalties on the Agency such as suspension/banning/blacklisting as applicable. In all such cases, the decision of OPGC shall be final. This notice shall be in accordance with Clause 3 (b).

(c) Either Party may terminate this Engagement by giving the other Party two months prior written notice. In the event of breach by either party, the non-defaulting party shall be entitled to terminate this Engagement if the defaulting party fails to rectify the breach within 30 (thirty) days of receipt of notice from the non-defaulting party requesting for rectification of breach.

(d) Consequences of breach: Upon the termination of this Engagement for any reason, Agency shall, notwithstanding anything else to the contrary, -

(i) Agency shall return the non-used materials and Equipment's that it has received from OPGC, within the time period, communicated by OPGC to Agency; and

(ii) The parties shall reconcile their accounts within 15 (fifteen) days from the date of termination of this Engagement and OPGC shall pay the balance amount if due within fifteen (15) days there from; and

(iii) OPGC shall, without prejudice to other remedies available under the law, shall be entitled to recover, including any advance amount and any other sums of whatsoever nature outstanding on that date, by adjusting the same against any amounts or reimbursement bills, payable by OPGC to Agency.

4.0 OBLIGATIONS OF AGENCY:

4.1. **Employ Manpower:** Agency shall depute necessary manpower at OPGC's Premises ("Deputed Associates") and such Deputed Associates shall be under the employment of Agency and shall be on the rolls of Agency. Further, the Agency shall ensure that its staff is sufficiently qualified and trained to render the Agreed services effectively.

4.2. **Supervisor:** Agency shall also depute a supervisor who shall, be the authorized representative of Agency and shall be responsible to administer and supervise the deployment of the Deputed Associates at OPGC's Premises. Such Supervisor shall receive instructions only from authorized personnel of OPGC and implement the same through his team.

4.3. **Statutory Registers & Records:** Agency shall at all times maintain or cause to be maintained at IB Thermal Power Station/ Corporate Office statutory registers and records of the Deputed Associates of all applicable laws and shall provide to OPGC all such documents, statutory registers and records for addressing any Statutory Notices/Summons issued to OPGC or for audit purposes within 48 hours of such request being made by OPGC.

4.4. **Dispute By Deputed Associates:** Agency, specifically undertakes to fully indemnify OPGC against any loss/costs/claims/penalty/legal fees etc., which OPGC may suffer/likely to suffer in the event of initiation and/or as a consequence of any legal proceedings, at any point of time, by any appointee/employee of Agency, before any court/tribunal/statutory body or authority claiming employment or regularization of services from OPGC.

4.5. **<u>Settlement of dues of employees of Agency</u>:** In the event of any Deputed Associate resigns/leaves from the employment of the Agency for any reason or in the event of termination of this engagement with Agency, Agency undertakes to ensure that all the Deputed Associates are paid all their full and final Statutory/contractual dues including but not limited to Provident Fund, Gratuity amongst other things and shall confirm the same in writing to OPGC.

4.6. **<u>Training</u>:** Agency shall communicate OPGC's various policies to all the Deputed Associates on a regular basis on various subjects and requirements which are mandatory for executing duties in connection with the services agreed to be provided under this Engagement.

4.7. **<u>Statutory remittances and compliances</u>:** Agency undertakes that it shall ensure at all times that Agency and its Deputed Associates shall comply with all applicable laws during the currency of this Engagement. Further, Agency undertakes to pay the wages/remuneration to each Deputed Associates as per the applicable law and shall further comply with all laws that may be applicable to the Deputed Associates employed by it. Agency shall ensure that all Deputed Associates and/or Supervisors are paid promptly and completely paid their wages/salary and are given their emoluments as per their conditions of service and all applicable labour welfare statutes and other laws that are applicable at the time of paying each months wages & overtime wherever applicable including, without limitation, laws and rules relating to Minimum Wages, Payment of Wages, Payment of Gratuity, Payment of Bonus, Employees Provident Fund (EPF), Employees State Insurance Contribution (ESIC), Leave Wage, Odisha Labour Welfare Fund, Professional Tax, Contract Labour regulations etc. Agency shall also: -

(i) produce original copies of payment challans in respect of PF, ESIC, Labour Welfare Fund, Bonus etc., and Goods & Services tax (GST) for OPGC's inspection and records within 7 (seven) days after the end of every month; After due verification the Employers' contribution towards ESIC paid by the Agency be reimbursed from OPGC against an invoice with supporting documents and

(ii) file all the statutory periodical returns from time to time; and

(iii) provide monthly declaration to OPGC for having complied with all the applicable statutory laws along with wage register, Salary Slips / Bank Statements duly endorsed by OPGC representative confirming authenticity of payments made to the Deputed Associates by Agency and for having disbursed payments in the presence of the representative of OPGC; and

(iv) provide proofs of having made all the applicable periodical statutory remittances.

4.8. **<u>To maintain discipline and dignity</u>:** Agency shall ensure that its Deputed Associates shall maintain certain basic discipline & dignity at the premises and within the precincts of the establishment and in pursuance of the above OPGC's code of conduct policy shall be communicated to associates.

4.9. **<u>Statutory Payments</u>:** Agency shall solely be responsible for all statutory compliances under applicable Laws and payments for the service rendered on time. If OPGC is compelled to make any statutory payments or penalty on behalf of Agency, or for the default of the Agency such amount with reasonable penalty shall be recovered from monthly payments payable by OPGC to Agency.

4.10. **Rectification of complaints:** Agency shall take immediate action for rectification of any defect in its Agreed services/service levels based on complaint and improvement based on suggestion given by OPGC.

4.11. **Disciplinary Action & proceedings:** In the event of any misconduct including but not limited to pilferage, theft, absenteeism, breach of OPGC's policy, etc., by any of the Deputed Associates of Agency, resulting in Civil liability. Criminal liability, Labour & Industrial Disputes, whereby OPGC incurs expenses, such expenses shall be reimbursed from Agency. to OPGC & on receiving an intimation from OPGC about any misconduct including but not limited to pilferage, theft. breach of OPGC's policy, the Agency shall take strict disciplinary action, conduct disciplinary proceedings, if required, at Agency's cost and shall immediately file an FIR with the Jurisdictional Police and shall conduct the proceedings at its own cost and Agency shall pursue the matter with the police with the assistance of the concerned in OPGC.

4.12. **No third-party liability:** Agency shall ensure that no third-party liability or claim shall arise which would affect OPGC for any reason including those attributable to behavior of the Agency, or its/his employees or any person acting on behalf of the Agency, or violation of any law.

5.0 OBLIGATIONS OF OPGC

5.1. **Requirements:** OPGC shall provide clear specifications for the nature of the services required by the Agency, in order to help Agency to deploy the Deputed Associates as per its requirement and suitability.

5.2. **Instructions to the Supervisor:** OPGC shall not provide instructions to the employees of Agency. except through the Supervisor.

5.3. **Withdrawal of an Associate:** OPGC will request for withdrawal of Deputed Associate/s through its designated personnel in case of theft, fraud and acts that constitute moral turpitude or for any other reasons whatsoever. OPGC will give in writing the details of theft, fraud etc. to Agency for necessary action as provided at Clause 4.11 of this Engagement. On receipt of any such written request, Agency shall take immediate steps for removal of such Deputed Associate and also provide another associate in its place.

6.0 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.

7.0 CONTRACT PERFORMANCE SECURITY

Within Fifteen (15) working days of the Effective Date, the Agency shall submit the Performance Security, 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 unconditional, irrevocable, payable on demand Bank Guarantee (BG) including e-BG or Insurance Surety Bond (ISB) from an Insurer as per the prescribed format at Appendix-A to Annexure-C, of an amount of INR 35,00,000/- (Thirty-Five Lakhs). The Performance Security BG/ISB/FDR shall have a validity up to 90 days beyond completion of the contract period (two 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 released within 30 days after due clearance from the Engagement Manager for the performance of Services and recovery of any damages or claims not settled by the Agency.

8.0 LIQUIDATED DAMAGE

If the Agency breach the LOA/ fails to deploy professional within the Mobilization Period, liquidated damage shall be imposed of an amount equivalent @ 2% of the value of the annual Monthly Remuneration of the concerned professional (excluding taxes) of delayed portion per month or part thereof subject to a maximum of 10% of the annual Monthly Remuneration of the concerned professional excluding Taxes.

9.0 CHANGES:

It is the desire of OPGC and the Agency to keep changes in the scope of Service at a minimum. If the parties recognize that such changes may become necessary and additional scope beyond defined in Appendix____, it shall be handled as mutually agreed upon.

10.0 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.

(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.

(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."

11.0 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.

12.0 INDEPENDENT AGENCY

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.

13.0 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.

14.0 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. 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.

c. 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 Agency shall self-certify for the Group Insurance coverages of their regular manpower involved for this work.

d. 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.

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, loss 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 manuals, drawings, designs, documents 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. The Agency shall comply with all the statutory and legal requirements and requirements for obtaining license under the Contract Labour (Regulation and Abolition) Act 1970 and shall bear all necessary expenses in this regard.

   Agency shall obtain and provide applicable labour license and all other Statutory compliances to OPGC within fifteen (15) working days from the Effective Date to continue the Service.

   The Agency shall abide by the applicable statutory provisions on minimum wages, payment of wages, EPF, ESI, gratuity, retrenchment, leave and leave encashment, health care, uniform and compensation to its employees and workmen.

   The Agency shall not take any action in relation to handling of its personnel which may adversely affect the existing labour relations of OPGC. The Agency has to maintain close liaison and cordial relations with the local people and the unions.

j. Safety: All manpower directly or indirectly employed by the Agency at work site for this assignment shall abide all Safety Rules of OPGC and obtain safety induction training from OPGC Safety Officer before entering the plant premises. Any violation in the safety rules shall attract penalty as per OPGC Safety Rules and ‘Environmental, Health & Safety Policy’ of OPGC.

   Agency shall comply with all the stipulations and requirements of applicable laws including DGMS/ concerning mine safety and as applicable and relevant to its scope of services. The Agency shall at all times be responsible to carry out all operations as per the extant applicable laws. The Agency shall also be responsible for complying with the statutory obligations of the state Pollution Control Board and other environmental and safety regulations well as with other applicable laws. The Agency shall ensure that its operations create no hazards or disturbance for the surrounding inhabitants and areas.

OPGC may from time to time audit the safety practices employed by the Agency and the Agency shall comply with the recommendations/ directions made by OPGC as a result of such audit.

During the course of the contract period, if any accident occurs whether major or minor in which the Agency or its employees are involved or are responsible, the Agency shall immediately inform OPGC without any delay.

The Agency shall indemnify OPGC from any liability falling on OPGC due to any accident, whether minor or major, or by any act of commission/omission by the Agency or by its representatives or by its employees. If OPGC is made liable for any such claim by the court of law or any other authority, the same shall be reimbursed to OPGC by the Agency as if OPGC has paid on their behalf. The same shall be adjusted from the invoices payable by OPGC to the Agency, if not paid within a period of thirty (30) days of such payment being made by OPGC.

k. Losses or damages occurring to the OPGC owing to the Agency's or its Employ's failure to adhere to any of the instructions given by the OPGC in connection with the contract execution shall be recoverable from the Agency.

l. All costs, damages or expenses which the OPGC may have paid, for which under the LOA, the Agency is liable, may be recovered by the OPGC (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the Agency under this LOA may be recovered by action at law or otherwise. If the same due to the Agency be not sufficient to recover the recoverable amount, the Agency shall pay to the OPGC, on demand, the balance amount.

m. Entire Agreement: This Engagement constitutes the entire agreement between the Parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

n. Relationship: The employees of the Agency shall be construed and understood as the employees of Agency notwithstanding their deploying within the Premises owned by OPGC. Agency shall be solely responsible for administration and supervision of such employees. This Engagement does not create any agency, joint venture or partnership between Agency and OPGC Ltd.

o. Severance: If any of the provisions contained in this Engagement are declared invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

p. The Agreement shall be executed in two sets and each party shall be entitled to retain one set.

15.0 AMENDMENT

No amendment or modification to this arrangement shall be valid unless the same is mutually agreed by both Agency & OPGC.

16.0 ASSIGNMENT

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.

17.0 INSURANCE

Agency shall ensure and hold valid at its own cost the following insurance policies/insurance specified in the scope of the service while carrying out the Services.

a) Employee's Workman's Compensation or similar Insurance covering its employees/Deputed Associates deployed for the performance of the Services as required by Applicable Law. Further, it shall be the sole responsibility of Agency to satisfy and comply with all claims arising due to death/disablement/injury to any Deputed Associates under applicable laws. including but not limited to Employee's Compensation Act, 1923 etc.

b) Automobile bodily injury and property damage insurance for automobiles owned or hired by Agency for use in the performance of the Services, as required by Applicable Law.

Agency shall provide OPGC with certificates of insurance evidencing the above-described coverage any time so requested by OPGC.

18.0 GOVERNING LAW, SETTLEMENT OF DISPUTES

The governing law of this LOA shall be the substantive law of India. All difference or disputes between the parties arising out of claim or controversy arising out of this LOA, including any question regarding its existence, validity or termination or in connection with these presents and so notified in writing by either party to the other party shall, in the first instance, be attempted to be resolved amicably settled/ resolved between the parties and the parties agree to use their best efforts for resolving all disputes arising under or in respect of this tender promptly, equitably and in good faith. In the event of any dispute between the parties, it is agreed that a discussion shall be held between the Agency and OPGC within seven (7) days from the date of reference to discuss and attempt to amicably resolve the dispute. If such meeting does not take place within the seven (7) days period or the dispute is not amicably settled within fifteen (15) days of the meeting, the dispute, if referred to, shall be settled through Legal proceedings by the appropriate Courts at Bhubaneswar shall have exclusive jurisdiction.

19.0 JURISDICTION AND GOVERNING LAW

This LOA shall be construed and interpreted in accordance with and governed by the laws of State and Central Government in force in India. The Contract shall be governed by the Indian Laws and the Court at Bhubaneswar shall have exclusive jurisdiction in all matters under the contract.

20.0 LIABILITIES OF THE AGENCY:

Agency shall indemnify, defend and hold OPGC harmless against:

a) any third party claims, actions, suits or proceedings against OPGC, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of breach by the Agency of any of its obligations under the LOA, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of the LOA, or breach of statutory duty on the part of OPGC, its suppliers and Agency, employees, servants or agents; and

b) any and all losses, damages, costs, and expenses including legal costs, fines, penalties and interest actually suffered or incurred by OPGC from third party claims arising by reason of breach by the Agency of any of its obligations under this LOA, except to the extent that any such losses, damages, cost & expenses including legal costs, fines, penalties and interest (together to constitute “Indemnifiable Losses”) have arisen due to negligent act or omission breach of the LOA, or breach of statutory duty on the part of OPGC, its suppliers or Agencies, employees, servants or agents or any of the representations; and

c) to the extent of the value of free issue materials to be issued till such time the entire LOA is executed and proper account for the free issue materials is rendered and the left over / surplus and scrap items are returned to OPGC. The Agency shall not utilize OPGC’s free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause / result in any loss/damage to the OPGC and in which case, the Agency shall be liable to OPGC to pay compensation to the full extent of damage / loss and undertake to pay the same.

d) any costs/claims/penalty/legal fees etc. which OPGC may suffer/likely suffer and further undertakes to pay forthwith, without any protest or demur, the amount demanded by OPGC towards costs/claims/penalty/legal fees etc. suffered/likely to be suffered by OPGC due to any breach, omission, performance or non-performance of any of the terms and conditions of the LOA.

OPGC remains indemnified (even if the LOA ends pre-maturely) towards all or any obligations due to OPGC by the Agency and shall continue to remain in force till such time all or any such claims are suitably addressed.

21.0 BANNING OF BUSINESS

OPGC has the Banning Policy as stated in its website at www.opgc.co.in and Appendix-C of this RFP. Agency may be debarred from business dealings on account of any of the grounds and following the procedures as detailed in the said Policy. Agency shall certify their compliance with the Banning Policy. 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.

22.0 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 thirty (30) days, 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 three (3) days, such events shall not be construed to be Force Majeure Event.

23.0 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 Towers,
Chandrasekharpur, Bhubaneswar – 751023, Odisha, India

If to Agency, the address is:

……………………………………………….
……………………………..………………

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

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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___________(*)___% (____ 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. (*) This sum shall be 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** **BANK IFSC CODE: UBIN0578827** **BANK DETAILS : UNION BANK OF INDIA, MID CORPORATE BRANCH, BHUBANESWAR, ODISHA 751007, INDIA.**

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FORMAT OF INSURANCE SURETY BOND TOWARDS PERFORMANCE SECURITY

(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 Sir,
In consideration of the __________________[Employer's or Owner's Name]________ (Hereinafter referred to as the 'Employer' or 'Owner' 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 ________(*)______% (_______ percent) of the said value of the Contract to the Employer.

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

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

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

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

Dated this ________________ day of ________ 20_____ at ________________________.

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

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

Notes:
1. (*) This sum shall be as defined in the RFP.
   (@) This date will be ninety (90) days beyond the Defect liability period as specified in the Contract.
2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
3. The Employer shall be the Creditor, the Agency shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
5. While getting the Insurance Surety Bond issued, the Agency is required to ensure compliance to the points mentioned in RFP.