2 x 660 MW THERMAL POWER PROJECT
IB THERMAL POWER STATION, BANHARPALLI, ODISHA

REQUEST FOR PROPOSAL
FOR
THE CONSULTANT FOR PROJECT CONTROL SERVICES

[17- August- 2013]

ODISHA POWER GENERATION CORPORATION LTD.
(A joint venture of Government of Odisha and AES Corp., USA)
DISCLAIMER

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

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

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

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

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

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

Odisha Power Generation Corporation Limited ("OPGC" or "Owner") owns and operates a thermal power station having two units of 210 MW each in Jharsuguda District, Odisha. As part of its capacity addition program, OPGC intends to establish two units of 660 MW, based on supercritical technology, adjacent to the existing power station at the same location.

Ministry of Coal, Govt. of India, had allotted two contiguous coal blocks by viz., Manoharpur (fully explored with geological reserves of 181.68 MT) and its Dip Side (regionally explored with indicative geological reserves of 350 MT), located in lb Valley coalfields in the state of Odisha to support its proposed capacity addition plans for coal based thermal power generation facilities at the existing location.

2.0 INVITATION TO BID

With this invitation to bid, Owner seeks Techno Commercial Bid and Price Bid ("Bids") from eligible Bidders, ("Bidder(s)"), who meet the qualification requirements stated in the RFP for Consultant for Project Control Services ("Consultant"). The Bidder will be required to provide a binding Fixed Price Bid with guaranteed performance and completion schedule. The Parties will then negotiate in good faith to enter into a definitive Contract(s) substantially in the form indicated in Appendix J of RFP.

3.0 PROJECT DESCRIPTION

3.1. General

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

| Owner and its corporate office | Odisha Power Generation Corporation Limited  
|                              | 7th Floor, Fortune Towers, Bhubaneswar, Odisha, India  
|                              | – 751023 |
| Consultant to Project        | Development Consultant Private Limited, India, Black & Veatch India Private Limited, India |
| Project                      | 2x660 MW Coal based super-critical power plant at ITPS complex along with its fuel delivery system, ash disposal system and the associated coal mines |
### Location

**For the power plant**
- Village : Banaharpalli, Dist: Jharsaguda
- Odisha, India - 768234
- Latitude: 21° 48’ North, Longitude: 83° 52’ East

**For the coal mine**
- Village - Manoharpur, Tahsil – Hemgir, District – Sundergarh Odisha, India
- Latitude: 21° 56’19” to 21° 58’04” North
- Longitude: 83° 46’ 00” to 83° 47’26” East

### Source of Coal
- Manoharpur and Dip side Manoharpur coal mines allocated to OPGC by Ministry of Coal, Government of India with a reserve of approximately 530 MMT. Coal shall be sourced from the nearby mines of MCL till OPGC’s own captive mine becomes operational.

### Access to plant site
- Road – Belpahar on NH-200 is 18 km from ITPS
- Rail - Belpahar on Howrah- Mumbai railway line is around 18 km from ITPS
- Air Port – Bhubaneswar/Kolkata
- Sea Port – Paradip/Vizag

### 3.2. Project Status

The project is in an advanced stage of development. The current status is given below.

| Land | Land required for the construction of Units 3 and 4 is in the possession of OPGC. Land required for the infrastructure and coal mine is under the process of acquisition and is expected to be in possession by 1st quarter of 2013. |
| Permits and Clearances | Environment, forest, aviation and other statutory permits required for construction of power plant have been received from respective government authorities.  
Environment Clearance of the coal mine is at an advanced stage; |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Water</td>
<td>Water required for construction and operation of Units 3 and 4 has been allotted from Hirakud reservoir. A dedicated water channel exists from Hirakud reservoir to the ITPS.</td>
</tr>
<tr>
<td>Power Evacuation</td>
<td>Construction of transmission line for evacuation of 50% of power to GRIDCO is being completed. A dedicated transmission line of approx 40 Kms for evacuation of balance 50% of power will be constructed by Powergrid, the Central Transmission Utility.</td>
</tr>
</tbody>
</table>

### 3.3. Project Structure

The Project has been financed on a non-recourse basis. The electric capacity and energy output from the power plant will be sold under long term PPA and/or on merchant basis. It is important that the Project is properly structured in terms of risk allocation between various counterparties involved with the Project (such as the Owner, Contractor, financing parties, off-taker, and the fuel supplier) to enable the financing parties to accept the Project risk profile. To this end, any Bid submitted by a Bidder shall not expose the Project to any risks, including commercial and technical risks, which would not be acceptable to the Financing Parties.

### 3.4. Scope of Work

OPGC has awarded two contracts on Power Block (Main Plant) namely one for supply power block equipment including building structures second one for transportation, erection, testing and commissioning of Main Plant. Similarly OPGC has awarded two contracts for Balance of Plant, one for supply of equipment, second one for transportation, erection, testing and commissioning and the entire civil works of Main Plant and Balance of Plant. In addition OPGC will award separate EPC Contracts for establishment of Fuel delivery System, namely Merry Go Round System (MGR), for transportation of coal from Manoharpur Coal Mine to Ib Thermal Station and establishment of Ash Disposal facility.
3.4.1. The scope of work for Consultant comprise of

   Phase 1: Schedule Integration and Project Base line Establishment
   Phase 2: (a) Schedule and Progress Monitoring and Control and
            (b) Monthly Project Progress Reporting and Analysis.

The details of Scope of Work is furnished in Appendix A

4.0 BID SUBMISSION

The bidding schedule is as follows:

<table>
<thead>
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<th>Date</th>
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<tbody>
<tr>
<td>Date of issue of RFP</td>
<td>17-Aug-13</td>
</tr>
<tr>
<td>Bidders written questions to the Owner</td>
<td>22-Aug-13</td>
</tr>
<tr>
<td>Owner written response to Bidders</td>
<td>26-Aug-13</td>
</tr>
<tr>
<td>Last date for receipt of Techno Commercial Bids and Price Bids</td>
<td>07-Sept-13</td>
</tr>
<tr>
<td>Opening of Techno Commercial Bids</td>
<td>07-Sept-13</td>
</tr>
<tr>
<td>Completion of Techno Commercial Bid evaluations (Indicative)</td>
<td>13-Sept-13</td>
</tr>
<tr>
<td>Opening of Price Bids (Indicative)</td>
<td>13-Sept-13</td>
</tr>
<tr>
<td>Contract Award (Indicative)</td>
<td>20-Sept-13</td>
</tr>
</tbody>
</table>

5.0 QUALIFICATION REQUIREMENTS

Bidders shall meet both the technical and financial Qualification Requirements stated in 5.2 and 5.3 to become a Qualified Bidder.

5.1. Definitions

“Affiliate” or “Indian Subsidiary” shall mean, in relation to a company, corporation or entity, a second company, corporate, or entity that directly or indirectly controls, or is controlled by, or is under common control as the first company, corporation, or entity. For the purposes of this RFP, “control” in relation to any company, corporation or entity, shall mean:
a. ownership or control (whether directly or otherwise) of more than fifty percent (50%) of the equity share capital, voting capital or the like of the controlled entity; or

b. ownership of equity share capital, voting capital, or the like by Contract or otherwise, conferring control of, power to control the composition of, or power to appoint, more than fifty percent (50%) of the members of the board of directors, board of management, or other equivalent or analogous body of the controlled entity.

“Average Annual Turnover” shall mean the revenue earned by the Bidder by offering services to their clients. “Parent Company” shall mean a company which holds more than 50% (fifty percent) voting equity either directly or indirectly in the Bidder.

“Net worth” shall mean 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 if any, shall be reduced from reserves and surplus.

“Period of Association” shall mean the period starting from submission of a Bid till expiry of the Contract.

5.2. Technical Qualification Requirement of Bidders

The Bidder should meet the following Qualification Requirement any one of the qualifying routes stipulated in 5.2.

5.2.1. Qualification Route – A (Direct Route):

The Bidder shall be a company, corporation or entity meeting the following requirements: In the last ten (10) years preceding issue of this RFP.

(a) Bidder shall be an Engineering Consultant of Global Repute for fossil fuel fired power plant and have served as Owner’s Engineer for minimum of five (5) fossil fuel fired power plant; AND

(b) Bidder shall be an EPC contractor and shall have executed minimum of two (2) fossil fuel fired power plant on EPC basis or Bidder shall have executed minimum of two (2) fossil fuel fired power plant on EPCM basis.
5.2.2. Qualification Route – B (Affiliate Route):

The Bidder shall be a Company, corporation or entity incorporated in India meeting the following requirements.

(a) Bidder’s Parent Company meet Qualification Requirements mentioned in 5.2.1; AND

(b) Bidder shall have carried out any two of the following three services in India for fossil fuel fired power plant; AND
   1) Owner’s Engineer
   2) EPC Services
   3) Project Control Services

(c) Bidder shall have an established organization in India for carrying out similar Scope of Work.

5.3. Financial Qualification Requirement of Bidders

The Bidder should meet all financial requirements mentioned in 5.3.

(a) Average Annual Turnover of at least Rs 100 Million (Rupees One Hundred Million only) in the last three (3) completed years, reckoned from the Bid Submission Date; AND,

(b) Net Worth of at least Rs 45 Million (Rupees Forty Five Million only) on the last day of the last completed year, reckoned from the Bid Submission Date;

5.4. Common Conditions

(a) A Bidder submitting more than one Bid, even though such Bidder meets more than one qualifying routes, will be disqualified.

6.0 GENERAL BIDDING GUIDELINES AND INSTRUCTION TO BIDDERS

6.1 Inspection Prior to Bid

Bidders are advised to familiarize himself with scheduling and execution of large power plants in India using multiple supply and service contracts.

6.2 Bidders’ Due Diligence Complete

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

i. made a complete and careful examination of the RFP; and,
ii. received all relevant information requested from the Owner; and,

iii. accepted the risk if inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Owner relating to any of the matters referred to in this Section 6.2; and,

iv. agreed to be bound by the undertakings provided by it under and in terms hereof.

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

6.3 Requests for Clarifications

If the Bidder has any doubt as to the meaning or intent of any sections hereof or requires additional information, the Bidder may request such information or clarification from Owner in the format provided in Annexure E1. Owner shall be obliged to consider only written requests, either by facsimile or by email.

Owner shall endeavour to respond to such requests but shall not be obliged to do so. Owner, at its discretion may make responses, which it believes to be of significance to all Bidders, available to all Bidders.

In the event that the Bidder’s question is proprietary in nature, Owner may make an exception and provide an answer only to the Bidder who raised the question; all attempts shall be made to provide the response in a generic format suitable to be sent to all Bidders. All questions and clarifications shall be submitted to Owner before the date specified in Section 4.0 for the activity. Should the accumulation of changes to the RFP necessitate an extension to the Bid Submission Date, Owner may extend such date.

All changes to the RFP including any extension to the Bid Submission Date will be made formally by issuance of an amendment to the RFP (collectively the “Amendments”). All Bidders must acknowledge receipt of all Amendments issued against the RFP when the Amendment is received, and additionally, Bidders must confirm that all Amendments have been incorporated in the preparation of their Bid.

6.4 Amendments Issued to this RFP

The Owner reserves the right to issue any Amendments to the RFP without assigning any reason thereto. The Amendment(s) will be notified to all prospective Bidders through e-mail and such Amendment(s) will be binding on
them. Bidders must acknowledge receipt of each Amendment(s) by e-mail, in writing, by registered mail, air courier or facsimile, with specific reference to the title and date of issuance of the relevant Amendment.

In response to such Amendments, if the Bidder has already submitted its Bid prior to issue of such Amendments/corrigenda, either they shall submit their addendum Bid, only responding to this Amendment(s) marked on the envelope as “Addendum Bid” or they shall be free to re-submit a fresh Bid marked on the envelope as "Amended Bid" and the original Bid submitted by such Bidder shall be destroyed in presence of the Bidder on the bid opening date.

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

6.5 Bid Preparation

6.5.1 Exceptions/Deviations

(a) Each Bidder shall list all exceptions or conflicts between its Bid and this RFP and the Contract attached to RFP as per format provided in Appendix E2. If the Bidder takes no exceptions, it shall write "None" in Appendix E2.

(b) If the Bidder takes exception, all such exceptions shall be specific in nature and carefully referenced to the applicable page number, clause number, and section title of the RFP and Contract. If the Bidder proposes deletion of specification language and substitution of revised language, such deletion and substitution shall be carefully presented by typing complete paragraphs or clauses of the original Technical specification / Contract language and incorporating the substitute language. Proposed deletions shall be set off by brackets, thus: (delete this language), and proposed substitute language shall be indicated by underlining, thus: [substitute this language]. Exceptions which are general, which make reference to the Bidder's standard terms and conditions, or which make reference to the Bidder's descriptive information as a whole will not be acceptable. Bids which do not comply with these requirements for the presentation of exceptions may be rejected.

If a Bid includes express or implied exceptions that are not listed as required, the requirements of the RFP and Contract shall govern. The Bidder shall not alter any part of the RFP and Contract in any way, except by stating his exceptions.

6.5.2 Non submission of Bids

If any prospective Bidder, after obtaining RFP, declines to bid, it shall return forthwith all copies of the RFP and give written notice to the Owner not later than the last date set for receiving filled and completed Bids.
6.6 **Bid Submission**

The Bid must be submitted in the form of printed document along with a soft copy as specifically mentioned in Section 7.3. The Bidders must take all responsibility of submitting the Bids within the prescribed Bid Submission Date. The Owner will not accept as valid reason or be responsible for any postal delay or non-receipt/non-delivery of the Bids.

The Bid and its copy or copies shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initialed. The Bid shall contain page numbers and shall be bound together in hard cover.

6.7 **Language**

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

6.8 **Corrections and Erases**

No erasures or over writings are 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 Bid.

6.9 **Extension of Bid Submission / Bid Opening Date**

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

6.10 **Modification and Withdrawal of Bids**

The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Owner prior to the Bid Submission Date.

The modification, substitution or withdrawal notice shall be prepared, sealed, marked and declared in accordance with this 6.10, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

No Bid shall be modified, substituted or withdrawn by the Bidder on or after the
Bid Submission Date. No Bid shall be withdrawn during the period between the Bid Submission Date and the expiration of the Bid validity period. Withdrawal of a Bid during this period may result in the forfeiture of the Bid Security.

6.11 Rejection of Bids

Any Bid received by the Owner after the expiry of the Date of submission of Bids will be rejected outright and returned to the Bidder.

Bids submitted by fax or email will not be treated as valid and rejected outright.

Bids not containing all the information sought may be rejected.

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

6.12 False or Misleading Claims

The Owner may in its absolute discretion exclude or reject any Bid that in the reasonable opinion only of the Owner contains any false or misleading claims or statements. The Owner has no liability to any person for excluding or rejecting any such Bid.

6.13 Owner’s right to accept any Bid and to reject any or all Bids

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

6.14 Bidding cost

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

6.15 Bid clarifications

During the Bid evaluation, the Owner may, at its discretion, ask the Bidder for clarifications on its Bid. Based on Owner’s evaluation, and at Owner’s sole discretion, Bidders may be given an opportunity to clarify their Bids in all respects to achieve compliance with the Contract and Technical Specifications. Bid
clarifications shall be made in writing and addressed to Owner as specified in Section 3.1 of the RFP.

6.16 Bid Validity Period

6.16.1 Initial Bid Validity

The Techno-commercial and Price Bids, not rejected for any other reason, shall remain valid till 31-Oct-13. Each Bid shall indicate that it is a firm and irrevocable offer. Non-adherence to this requirement will be a ground for declaring the Bid as non-responsive. In case of the Bidder revoking or withdrawing / cancelling his Bid, varying any term in regard thereof during the validity period of the Tender without the written consent of the Owner, the Bid submitted shall be liable for rejection and will entail forfeiture of the Bid Security paid along with the Bid. On completion of the validity period as above, unless the Bidder withdraws its Bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws its Bid.

6.16.2 Extension of Initial Bid Validity Period

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

6.17 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 Owner. Without limiting this section, the Owner reserves the right to copy and reproduce responses for the purposes of evaluation, clarification, negotiation and/or Contract execution and anything else related to these purposes. In addition, the Owner will retain (soft and hard) copies of all responses, evaluation, negotiation or such other materials as are required for the discharge of its legal obligations and in order to efficiently and effectively manage any Contract entered into with a Bidder.

6.18 Details and Signature of Bidder

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

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

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

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

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

"undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Owner with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (i) having a conflict of interest as stated in 6.20; 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.

6.20 Conflict of Interest

Bidders must state in their submission any circumstances, arrangements, understandings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with the Bidders obligations under this RFP or under any Contract which may be negotiated or executed between the Bidder and the Owner or any further contracts/arrangements that the Bidder may get involved while performing Scope of Work for the Owner. Bidders and their employees, agents, advisers and any other person associated with the Bidder must not place themselves in a position which may, or does, give rise to a conflict of interest (or a potential conflict of interest) between the interests of the Owner or any other interests during the Bidding Process.
6.21 Disqualification of Bidders

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

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

6.22 Bid Ownership

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

7.0 BIDDING PROCEDURE APPLICABLE

7.1. Collection of RFP Document

A Bidder may also download the RFP from the website of OPGC (www.opgc.co.in). The last date for collecting RFP is as per the Bidding Schedule mentioned in Section 4.0.

7.2. Bid Preparation and Submission

The Bidder shall submit the Techno Commercial Bid, the Price Bid and the Bid Security by the date and time mentioned in Section 4.0.

Techno Commercial Bids, Price Bids and Bid Security received by the Owner after the specified date and time of Bid Submission Date shall not be eligible for consideration and shall be summarily rejected.

Techno Commercial Bids and "Bid Security" received up to 14.00 hrs on the date mentioned in Section 4.0 will be opened on the same day at 15.00hrs in the office of the Owner.

7.3. Techno Commercial Bid Submission

The Bidder shall provide all information sought under this RFP. Bidder shall submit the Techno Commercial Bid and Price Bid as per the formats provided as per Appendix B to J of this RFP. Guidelines mentioned below shall be used for
submitting the Techno Commercial Bid and Price Bid.

The Owner will evaluate only those Techno Commercial Bids that are received in accordance with the formats Appendix B to J of this RFP. Incomplete and/or conditional Techno Commercial Bids may be liable to rejection.

Bidder shall attach to its Techno Commercial Bid a signed copy of each Amendment issued (if any) during the Bidding period. The following electronic file types are acceptable: Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Adobe Acrobat, and Microsoft Project.

The Bidder shall submit one original set of the Techno Commercial Bid pursuant to this RFP clearly marking "ORIGINAL". In addition, the Bidder shall submit three (3) copies of the Techno Commercial Bid clearly marked as "COPY". The Bidder shall also provide 2 soft copies on a compact disc (CD). In the event of any discrepancy between the original and the copy, the original shall prevail.

The Techno Commercial Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Techno Commercial Bid shall be initialed by the person(s) signing the Techno Commercial Bid. The Techno Commercial Bid shall contain page numbers and shall be bound together in hard cover.

The Bid security, Techno Commercial Bid (electronic and hard copies) and Price Bid shall be submitted in three separate sealed envelopes with the company name and address clearly indicated. The envelope containing Bid Security shall be superscribed as “OPGC II - RFP for PROJECT CONTROL SERVICES CONSULTANT – BID SECURITY”. The envelope containing Techno Commercial Bid shall be superscribed as “OPGC II - RFP for PROJECT CONTROL SERVICES CONSULTANT – TECHNO COMMERCIAL BID”. The envelope containing Price Bid shall be superscribed as “OPGC II - RFP for PROJECT CONTROL SERVICES CONSULTANT – PRICE BID”. The date of opening of bid shall also be indicated in each envelope.

**First Envelope**

- Bid Security as per the Bid Security format (Annexure A).

**Second Envelope**

- Covering Letter from the Bidder as per format.
- Techno-Commercial Bid as per Appendix A to E.
- Undertaking from the Parent Company (Appendix-G), if seeking Qualification under Route B (Affiliate Route).
Third Envelope

- The Price Bid format (Appendix F).

If the envelopes are not sealed and marked as instructed above, the Owner assumes no responsibility for the misplacement or premature opening of the contents of the Techno Commercial Bid and consequent losses, if any, suffered by the Bidder and will be rejected.

Techno Commercial Bids that are not prepared and submitted in accordance with these submission requirements may be considered non-compliant and rejected.

7.4. Bid Security

7.4.1. Bid Security to be submitted by Bidders

Bidders must furnish a Bid Security in favour of OPGC in the aggregate amount of Rs 1,00,000/- (Rs One lakh only). The Bid Security must be in form as indicated in Section 7.4.2 of the RFP and must be issued by a recognized bank 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.

7.4.2. Forms of Bid Security

The Bid Security offered shall be in one of the following alternative forms as indicated (i) and (ii) below and subject to approval of the Owner. The other conditions applicable are also mentioned below.

i. An account payee pay order or demand draft drawn in any nationalised bank or any recognized scheduled bank domiciled or licensed to conduct business in India in favour of Odisha Power Generation Corporation Ltd, payable at Bhubaneswar.

ii. An irrevocable valid and fully enforceable bank guarantee, from an Indian Nationalized Bank or from a recognized scheduled bank domiciled or licensed to conduct business in India and acceptable to the Owner, in favour of Odisha Power Generation Corporation Ltd, Bhubaneswar, as per the format indicated in Annexure A.

No interest shall be payable by the Owner on the above Bid Security. The Bid Security shall be made payable without any condition to the Owner and shall be valid for a period of 365 days from the Bid Opening Date of Techno Commercial Bid.
7.4.3 Consequence of Non Submittal of Bid Security

Techno Commercial Bid not accompanied by the requisite Bid Security or Techno Commercial Bid accompanied by Bid Security of inadequate value will not be entertained and in such case Techno Commercial Bids will be returned to the Bidders unopened.

7.4.4 Bid Security Forfeiture

The Bid Security furnished by the Bidder shall be forfeited.

a) If a Bidder withdraws or modifies unilaterally its Techno Commercial Bid during the period of Techno Commercial Bid validity period; or

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

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

d) If, in the event that the Techno Commercial Bid validity period is extended by Owner as provided for in Section 6.9 above, and the Bidder fails to comply with any condition of re-validation or confirmation or fails to deliver a replacement Bid Security within the timeframe notified by Owner; or,

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

   i. furnish the acceptance of letter of award; or
   ii. fails to submit Contract Performance Guarantee/Security.

7.4.5 Return of Bid Security

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 specified in the Contract and the Performance Security is accepted by the Owner after due verification in accordance with the OPGC's procedure in force from time to time.

b) Upon the successful Bidder's furnishing of Contract Performance Security, the Bid Security of all unsuccessful Bidders will be returned as early as possible, but not later than 60 days after expiration of the period of Techno Commercial Bid validity prescribed by the Owner including extension thereof, if any.
7.5. **Contract Performance Security**

In the event of contract award, the successful Bidder shall be required to submit contract performance security of an amount specified and in the form prescribed Appendix-I.

8.0 **PRICE BID**

8.1. **Price Bid Submission**

The Price Bid format is provided in Appendix F of this RFP. The Bidder shall submit one (1) original set and one (1) copy of the Price Bid (together with original/copy required to be submitted along therewith pursuant to this RFP), clearly marked "ORIGINAL" and "COPY" respectively.

The Owner will evaluate only those Price Bids that are received in the required formats and complete in all respects. Incomplete and/or conditional Price Bids may be liable to rejection. Price Bids that are not prepared and submitted in accordance with Appendix F may be considered non-compliant and rejected.

8.2. **Price Bid**

Bidder shall furnish its Price as per the price Bid formats Appendix F.

Bidders shall familiarise themselves with the laws, rules and regulations prevailing in India and consider the same while developing and submitting their Price Bid.

The Bid Price quoted shall remain firm till the end of Price validity period and in the event of Contract award shall remain firm till the completion of Contract obligations. The Bid Price once offered must remain firm as above and no adjustment shall be made on account of variation of costs of labour and materials, fluctuation in foreign currency or any other cost component affecting the total cost in fulfilling the obligations under the Contract.

8.3. **Price in Figures and words**

The Bidder shall quote both in figures and in words in the Price schedule forming part of the Price Bid, in such a way that interpolation is not possible. Reference to the Price Bid, the Price of each item shall be entered and total indicated for all items. If any ambiguities are observed in the subtotal and total given in words & figures, the following procedure shall be followed:

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

b) When the total Price quoted by the Bidder in figures and words tally but found incorrect based on the total amount worked out from subtotal, then subtotal quoted by the Bidder shall be taken as correct to arrive at the total Price but not the amount.

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

8.4. Price Bid Validity

All Price Bids shall be binding and valid till 31-October-13.

8.5. Price Bid Currency

Bidder shall quote a fixed Price comprising Indian Rupee only. No other currencies will be accepted by Owner. The Bid Price shall not be indexed to any other currency or basket of currencies and accordingly no escalation on account of foreign exchange rate shall be permitted.

8.6. Price Bid - Taxes and Duties

The Price Bid shall include all taxes, duties and levies, inclusive of central and local taxes and duties, service tax, cess, as applicable seven (7) days prior to date of submission of Price Bids and the break-up of these taxes and duties shall be clearly indicated in Price Bid as per Price Bid formats.

Non inclusion or omission either declared or undeclared on the part of the Bidder shall be construed as inclusive of such duties or taxes in his quoted price.

The Taxes, Duties and Levies prevailing during the Contract period shall be paid as applicable. However, any benefit arising on account of any decrease in taxes and duties, change in tax regime etc would be passed on to the Owner.
9.0 BID EVALUATION PROCESS AND BID EVALUATION CRITERIA

9.1. OPGC will simultaneously evaluate the Qualification Requirements and Techno Commercial details submitted in Techno Commercial Bid. During this process if any Bidder is found not meeting the Qualifying Requirements, then its Techno Commercial Bid will not be reviewed further and the Price Bid returned.

9.2. The combined evaluation of Techno Commercial Bids and Price Bids will be based on a on a 100 point scale, with 70% weightage for Techno Commercial Bid and 30% weightage to Price Bid as per the details given below.

9.3. Techno Commercial Bid Evaluation:

The Techno Commercial Bids will be evaluated based on following criteria.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Experience of the Bidder / Parent Company during last ten (10) years, as on Bid Submission Date</td>
<td>40</td>
</tr>
<tr>
<td>(b)</td>
<td>Experience of the Team Members who will work on the identified Scope of Work</td>
<td>20</td>
</tr>
<tr>
<td>(c)</td>
<td>Value additions proposed in the Bid</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>70</td>
</tr>
</tbody>
</table>

9.4. Price Bid Evaluation:

The Price Bids will be evaluated based on following criteria.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Net Present Value of the Fee quoted for the Scope of Work discounted @ 8.5%/annum</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>30</td>
</tr>
</tbody>
</table>
9.5. The Bidder with highest computed score on Techno Commercial Bid and Price Bid will be selected as the Successful Bidder with whom OPGC will issue Work Order for the work and execute the Contract.

9.6. **Evaluation of Qualifying Requirements**

The Bidder needs to comply with all the conditions of qualifying requirements mentioned in the Section 5.0. Non compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The bidder is required to provide proof for each of the points to be eligible for evaluation. Bidders whose proposals fully comply with all the provisions of qualifying requirements will be listed as qualified Bidders and their Bids will be considered for further technical and commercial evaluation.

9.7. **Evaluation of Techno Commercial Bid**

The techno commercial bid will be evaluated for

a. Experience of the Bidder / Parent Company during last ten (10) years. In the event the Bidder has not explicitly indicated any of the information requested in Appendix B and Appendix C of the RFP for unambiguous assessment, the Owner may evaluate the bid based on the worst possibility or parameters.

b. Experienced Resources available with the Bidder, as per Appendix D, for scheduling and execution of large power plants in India using multiple supply and service contracts for the performance of the work mentioned in Appendix A.

Bidders are advised to familiarize himself with scheduling and execution of large power plants in India using multiple supply and service contracts.


Price bid evaluation will consider the following:

a. Net Present Value of the Fee quoted for the Scope of Work discounted @ 8.5%/annum.

9.9. Save and except as provided in this RFP, the Owner shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Price Bid.
10.0 CONTRACT AWARD

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

11.0 EXECUTION OF CONTRACT

Bidder agrees to enter into the Contract with the Owner substantially in the form and substance enclosed in Appendix-J, containing the terms and conditions.

12.0 EXECUTION OF CONTRACT

In the event of Contract award, the successful Bidder shall be required to submit Contract performance security of an amount specified and in the form prescribed Appendix-I.

13.0 GOVERNING LAW

The governing law for the Contract is Indian Law. The Owner reserves the right to amend the governing law to any other applicable law on the basis of the submissions made by the Bidders while submitting Techno-Commercial Bids.

14.0 DISPUTE RESOLUTION

Any dispute resolution related to RFP will take place through courts in Bhubaneswar under the writ jurisdiction of Odisha High Court.
ON BIDDER’S LETTERHEAD

(The covering letter is to be submitted by the Bidder)

Project Manager Proposal No.
Odisha Power Generation Corporation Limited Date:
7th Floor, Fortune Towers,
Bhubaneswar, Odisha.

Dear Sir,

Sub: Techno Commercial Proposal to work as Project Control Services Consultant for the Project

Attached is one (1) original copy + three (3) photocopies copies of our Techno Commercial Proposal (together with all attachments thereto duly completed, the ‘Techno Commercial Bid’) in response to Request for Proposal (RFP).

We hereby confirm the followings:

A. DECLARATION AND AUTHORISATIONS

1. The Techno Commercial Bid is being submitted by (Bidder - Organization name) in accordance with the conditions stipulated in the RFP of OPGC dated __________ and following amendments there to, issued by OPGC receipt of which is hereby acknowledged.

   Number _______________ Dated _______________
   Number _______________ Dated _______________
   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 the Owner.

3. (Bidder – Organization name) confirms that it has submitted only one Bid qualifying through the qualifying route ----- (refer section 5.2 of the RFP).

4. 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), 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.
5. *(Bidder – Organization name)* undertakes that it shall perform Work without compromising on the Owner’s interests and shall avoid any such conflict of interest in its dealings while performing Work for the Owner as per the provisions of the Contract in case the *(Bidder – Organization name)* enters into the Contract with the Owner at a later date.

6. *(Bidder – Organization name)* designates Mr./Ms ------------------------ -- (mention name, designation, contact address, phone no. fax no. etc. enclosed at Appendix – B1) as Bidder’s representative and in the absence of Mr. / Ms ------------------------ -- as above, designated Mr./ Ms ------------------------ (mention name, designation, contact address, phone no. fax no. etc. enclosed at Appendix – B1), who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into Bid commitment etc. on behalf of the Bidder, in respect of the project.

**B. BID SECURITY**

7. *(Bidder – Organization name)* hereby confirms that the security has been furnished separately vide letter reference -----------dated ---------.

**C. BID VALIDITY**

8. *(Bidder – Organization name)* confirms that the Bid submitted is valid till ________.

**D. SIGNATURES**

For and on behalf of
(Signature of the Authorised Signatory) : ------------------------
Name of the Person : ------------------------
Designation : ------------------------
BY THIS BID SECURITY dated the [insert] day of [insert], [insert].

WHEREAS

A. Odisha Power Generation Corporation Limited, a company incorporated under the (Indian) Companies Act, 1956, with its registered office at 7th Floor, Module-A, Fortune Towers, Chandrasekharapur, Bhubaneswar 751-023 invited bids for Project Control Services Consultant (hereinafter referred to as the "Owner", which expression shall include its successors and permitted assigns) and [insert], a company incorporated under the (Indian) Companies Act, 1956, with its registered office at [insert] (hereinafter referred to as the "Bidder", which expression shall include its successors) submitted its bid for executing the Works ("Bid").

B. The Bidder has agreed to furnish bid security in the form of an unconditional, irrevocable and on-demand bank guarantee ("Bid Security") of Rs. 1,00,000 (Rupees One Lakh Only) ("Bid Security Amount") with the submission of the Bid to the Owner.

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

NOW THE TERMS AND CONDITIONS of this Bid Security are:

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

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

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

3. This Bid Security shall be irrevocable and remain in full force for a period of three hundred and sixty five (365) days from DD/MM/YYYY [Bid Opening Date of Techno Commercial Bid] i.e., upto DD/MM/YYYY [365 days from the Bid Opening Date of Techno Commercial Bid] or such extended period as may be mutually agreed between the Owner and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Bid Security have been paid.

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

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

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

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

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

9. The Bank represents, warrants and undertakes to the Owner that:
(a) it has the power to execute, deliver and perform the terms and provisions of this Bid Security and has taken all necessary action(s) to authorise the execution, delivery and performance by it of this Bid Security;

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

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

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

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

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

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

(i) Upon the Owner, at 7th Floor, Fortune Towers, Bhubaneswar, Odisha marked for the attention of Project Manager;

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

12. Any such demand, notice or communication shall be deemed to have been duly served:
(i) If delivered by hand, when left at the proper address for service;

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

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

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

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

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

17. Notwithstanding anything else in the Bank Guarantee,

   (a) Our liability under this Bank Guarantee shall not exceed Rs 1,00,000/- (Rupees One Lakh only);

   (b) The Bank Guarantee shall be valid till DD/MM/YYYY [365 days from the Bid Opening Date of Techno Commercial Bid];

   (c) We, the Bank, are liable to pay the guaranteed amount of Rs 1,00,000/- (Rupees One Lakh Only) or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before DD/MM/YYYY (30 days beyond 365 days from the Bid Opening Date of Techno Commercial Bid).

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

[NAME OF BANK]

[Name]
[Designation]
PROJECT CONTROL SERVICES CONSULTANT  
SCOPE OF WORK AND COMPLETION SCHEDULE

1.0 SCOPe OF WORK

1.1 OPGC has awarded two contracts on Power Block (Main Plant) namely one for supply power block equipment including building structures second one for transportation, erection, testing and commissioning of Main Plant. Similarly OPGC has awarded two contracts for Balance of Plant, one for supply of equipment, second one for transportation, erection, testing and commissioning and the entire civil works of Main Plant and Balance of Plant. In addition OPGC will award separate EPC Contracts for establishment of Fuel delivery System, namely Merry Go Round System (MGR), for transportation of coal from Manoharpur Coal Mine to Ib Thermal Station and establishment of Ash Disposal facility.

1.2 The Project implementation schedule is as follows

<table>
<thead>
<tr>
<th>Project Component</th>
<th>Start of Construction</th>
<th>Commercial Operation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Establishment of 2X660 MW thermal power project</td>
<td>Q3-2013</td>
<td>Q2 2018</td>
</tr>
<tr>
<td>Establishment of MGR</td>
<td>Q1 2014</td>
<td>Q4 2016</td>
</tr>
<tr>
<td>Establishment of Ash Disposal Pond</td>
<td>Q3 2014</td>
<td>Q4 2016</td>
</tr>
</tbody>
</table>

1.4 OPGC have already issued a Limited Notice To Proceed (LNTP) to the Main Plant Contractor and BOP Contractor, to achieve completion of certain engineering deliverables and preliminary works at Site. The Notice to Proceed (NTP) will be issued six (6) months after issue of LNTP.

1.4 The scope of work for Project Control Services Consultant comprise of:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Schedule Integration and Project Base line Establishment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1</td>
<td>Schedule Integration and Project Base line Establishment</td>
</tr>
<tr>
<td>Phase 2</td>
<td>(a) Schedule and Progress Monitoring and Control and Monthly Project Progress Reporting and Analysis.</td>
</tr>
</tbody>
</table>

2.0 Phase I: Schedule Integration and Project Baseline Establishment

During Phase I, the Project Control Services Consultant (PCSC) shall provide following services:

(a) Shall aid the Owner in development of the Project baseline schedule and project procedures related to schedule control, progress reporting and
analysis, and overall project reporting.

(b) Shall support and complement the existing contract obligations of the Owner's contractors by establishing the overall requirements of the program and guiding the development efforts.

(c) Shall guide the Owner's contractors in correcting deficiencies and provide support to develop the required project controls plans and reports.

(d) Shall act as schedule integrator for the power plant and the overall Project.

(e) Shall focus on interface identification and management prior to the Project wide schedule development kick off meeting.

(f) Additionally, a schedule development procedures manual shall be developed for the meeting. It shall cover a detailed work break down structure (WBS), activity ID structure, project codes, acceptable relationships and other critical elements to developing quality schedules that are easily integrated into an intelligent program wide schedule.

(g) Preparation of 90-day Look Ahead Schedule on issue of NTP.

3.0 The Schedule Integration and Project Baseline Establishment achieved using the following tasks

<table>
<thead>
<tr>
<th>Task 1</th>
<th>Owner’s input and information review</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 2</td>
<td>Internal Project Kick-Off Meeting</td>
</tr>
<tr>
<td>Task 3</td>
<td>Preparation for Project Wide Planning Workshop with OPGCs Contractors</td>
</tr>
<tr>
<td>Task 4</td>
<td>Project Wide Planning Workshops with OPGCs Contractors</td>
</tr>
<tr>
<td>Task 5</td>
<td>Finalization of Integrated level 3 schedule</td>
</tr>
<tr>
<td>Task 6</td>
<td>Management schedules and project controls procedures manual</td>
</tr>
</tbody>
</table>

3.1 Task 1: Owner’s input and information review

Upon issue of Notice To Proceed (NTP) to PCSC, within a week, OPGC will provide the following information about the project:

a. Copies of all awarded contracts for review of scope, schedule information, and project controls related contract language.

b. Design controls drawings that exist to date including:
   - Site Arrangement
   - General Arrangements
   - Overall One Line Diagram
   - Piping and Instrument Diagrams
c. Any summary program scope documents or process flow diagrams

d. List of all permit requirements identified and current status.

e. A listing of all currently anticipated contract packages for the entire program

f. Time schedules submitted during tendering process for the selected contractors and any previous developed project schedules or diagrams currently in use by the management team.

The above information will allow PCSC and OPGC personnel to maximize the productivity of initial project planning meeting and start working on the project as soon as possible. After receipt of the above information PCSC shall begin a general review to support overall task requirements and commence preparation of interface list between OPGC’s contractors.

3.2 Task 2: Internal Project Kick-Off Meeting

Approximately two (2) weeks of NTP, key PCSC professionals shall attend a project kick-off meeting with OPGC to discuss project objectives and expectations, refine the scope of work, discuss the preliminary project schedule, and develop project communications protocol. The current status of the project and any previous work performed will be discussed in detail to provide a basis for the team. The level of inputs required for development of the Project Schedule shall also be discussed in detail.

PCSC shall prepare meeting notes which shall summarize the discussions, conclusions, and action items reached during the kick-off meeting. Topics of discussion shall include:

- Current project status
- OPGC’s objectives
- Overall project level 1 schedule concepts and timelines.
- Proposed schedule development manual.
- Proposed reporting requirements

Within three (3) weeks of kickoff meeting completion, PCSC shall issue a level 1 schedule based on the discussions.

3.3 Task 3: Preparation for Project Wide Planning Workshop with OPGC’s Contractors

Within five (5) weeks of NTP, PCSC shall complete the preparatory planning activities for Project Wide Planning Workshop with OPGC’s Contractors and furnish the following documents for discussions:

a) Development of a program wide work breakdown structure to allow for consistent organization and integration of contractors schedule, and define the required level of scope detail for their schedules.

b) Establishment and refinement of an overall program interface list. This list shall be refined over the life of the baseline effort, and initially released to
support the project wide planning workshops with contractors. This document shall serve to control and guide schedule integration.

c) Establish a program schedule development procedures manual. This manual shall provide the contractors the required content to ensure a quality schedule. Major topics include:
  - WBS
  - Activity ID Structure
  - Other required coding conventions to support integration
  - Provide guidance on acceptable use of relationships and lags.
  - Provide communication protocol for the development effort
  - Define formats for schedule reporting

d) Establish a contractor program reporting process manual with standard formats for the following as allowed by contract language:
  - Daily work reports
  - Daily and Weekly Man-power Reports
  - Weekly Reports
  - Monthly Reports
  - Commodity Curves
  - Progress Curves

3.4 Task 4: Project Wide Planning Workshops with OPGCs Contractors

Within six (6) weeks of NTP, a weeklong planning workshop shall be held with contractors. PCSC shall hold planning workshop to establish the path for achieving an integrated project baseline with signoff of key project participants. Major topics shall include:
  - Overall Project Overview
  - Review of the level 1 schedule
  - OPGC expectations for the project
  - Expectations of the planning effort
  - Roles and responsibilities
  - Review of applicable procedure manuals noted in Task 1
  - Review and discussion of project interfaces
  - Review of the schedule of project controls development activities during the OPGC-LNTP period.
  - Reporting requirements during the OPGC-LNTP period

Follow on individual contractor and OPGC meetings shall be conducted as needed throughout the OPGC-LNTP period.

3.5 Task 5: Integrated level 3 schedule

Within (12) weeks of NTP, after receipt and review of vendors detailed
schedules, PCSC shall act as overall schedule integrator and provide L3 schedule. This schedule shall be mutually agreed and shall be binding between OPGC, EPC Contractors and other sub-contractors during entire Project execution cycle and issued as Master Control Schedule (MCS). Any deviation or change in MCS shall be discussed between OPGC, PCSC and EPC Contractors, prior to acceptance. OPGC, EPC Contractors and EPC contractors’ subcontractors shall provide all necessary inputs to prepare the L3 schedule.

The MCS, the Level 3 schedule, shall be prepared by utilizing the precedence diagramming critical path method covering all phases of the project and incorporating the project milestones and other key events defined in the Level 1 Project Milestone Schedule. The EPC contractors’ detailed engineering, procurement, delivery, and construction plans will be reviewed by the OPGC - PCSC team and the interfaces with other contractors rolled-into the overall project schedule based on inputs provided to PCSC.

PCSC shall use Primavera Project Planner software to develop, maintain and implement the Project Schedule. The MCS shall integrate all project activities, including the following:

- Engineering Design (input by Contractors and OPGC)
- Procurement and Construction Contracting (input by OPGC and other Contractors)
- Pre-operation and startup (input by OPGC and other Contractors)
- Performance testing and plant turnover to operations (input by OPGC & others)

After schedule integration another project wide planning meeting shall be held to resolve project interface issues identified after integration. The final meeting shall result in team schedule review, discussion and signoff by all parties.

3.6 Task 6: Management schedules and project controls procedures manual

At the end of the project baseline effort, management summary schedules shall be prepared summarizing the detailed schedule. Two documents shall be produced:

- Management Summary Schedule: This is a summary schedule built within the Primavera schedule selectively summarizing project elements and WBS to provide a semi detailed view of the project schedule. Spanning several pages it shall provide a good management representation of overall timeline and progress for the project. However, by its nature as a summary shall not depict the critical path in detail.
After completion of the effort and approval of contractor reporting documents, the PCSC shall prepare a baseline schedule book summarizing all work performed in the effort, the final deliverables including progress curves and key assumptions, along with an as baseline critical path analysis. This book shall be for the management team’s reference and records.

Last, PCSC shall issue an internal OPGC facing project controls execution manual for OPGCs use. This manual shall be jointly developed with the OPGC laying out general process to be performed to support monitoring and control of project progress.

4.0 **Completion Schedule for Services of PCSC during OPGC-LNTP**

The completion schedule PCSC envisaged is as follows

<table>
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<tr>
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<th>Task</th>
<th>Activity</th>
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<td>Internal Project Kick-Off Meeting</td>
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<td>Task 6</td>
<td>Management schedules and project controls procedures manual</td>
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5.0 **Resources for Services of PCSC during OPGC-LNTP**

During the OPGC-LNTP the following resources are expected to be provided by PCSC

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6.0 **Phase II: Project execution period on issue of OPGC-NTP**

6.1 On issue of NTP for the Project by OPGC to the Main Plant and BOP contractors (OPGC-NTP), namely Phase II, the PCSC shall perform the
following till Unit 3 and 4 achieves substantial completion.

- Schedule and Progress Monitoring and Control
- Monthly Project Reporting and Analysis

6.2 For the above the PCSC shall mobilize experienced personnel at Site on continuous basis as follows

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<thead>
<tr>
<th>Sl No.</th>
<th>Designation</th>
<th>Years of Service</th>
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6.3 OPGC reserves its right to include services for Phase II work at a later date on issue of NTP for power plant
### ORGANISATION DETAILS

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<th>Name of the Bidder</th>
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<td>Email Address</td>
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</table>

The following documents shall be submitted by the Bidder along with the Parent Company along with this Annexure:

1. True Copy of the Memorandum and Articles of Association along with the Certificate of Incorporation;
2. True Copy of the Registration Certificate with regulatory authority in the country of domicile clearly specifying the category of registration;

Signature and Stamp of Bidder
QUALIFICATION ROUTE-A

BID FORMAT FOR SUBMISSION OF TECHNICAL QUALIFICATION REQUIREMENT

1.0 Bidder hereby offers the following information as qualification requirements

<table>
<thead>
<tr>
<th>S. No</th>
<th>Name of the Client</th>
<th>Name &amp; Address of Contact person / Project In charge of the Client</th>
<th>Name of the project (Thermal Power Project only)</th>
<th>Role of the Bidder</th>
<th>Contract Value Rs Cr</th>
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2.0 Bidder hereby provides the following certification from clients in respect of information provided in clause 1.0 above
3.0 Bidder hereby offers the following information on resources available to carry out the Scope of Work for the Period of Association

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<th>Scope of Work</th>
<th>Number of experienced personnel available to carry out the Scope of Work</th>
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<td>(≥ 15 years experience)</td>
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4.0 Bidder provides the CV of personnel identified for the Scope Work: following

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Signature and Stamp of Bidder
1.0 The Bidder hereby offers the following information on qualification requirements for the Parent Company

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<tr>
<th>S. No</th>
<th>Name of the Client</th>
<th>Name &amp; Address of Contact person / Project In charge of the Client</th>
<th>Name of the project (Thermal Power Project only)</th>
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**Owner’s Engineer Experience**

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**EPC Experience**

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**EPCM Experience**

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3.0 Bidder hereby offers the following information on resources available to carry out the Scope of Work for the Period of Association

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<tr>
<th>Scope of Work</th>
<th>Number of experienced personnel available to carry out the Scope of Work</th>
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<td>Project Manager</td>
<td>(≥ 15 years experience)</td>
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4.0 Bidder provides the CV of personnel identified for the Scope of Work: following

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Signature and Stamp of Bidder
APPENDIX-B3

BID FORMAT FOR SUBMISSION OF FINANCIAL QUALIFICATION REQUIREMENT

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<th>Particulars</th>
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<th>FY 2012-13</th>
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<td>3</td>
<td>Profit After Tax</td>
<td></td>
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</tbody>
</table>

(Rs Million)

Note:

(a) The Bidder shall submit a CA certificate which should certify these numbers from the respective Annual Audited Accounts.

(b) The Bidder shall submit the Annual Audited Accounts along with the Directors Report and the Auditors Report for the last three (3) Financial Years. Incase the Annual Accounts has not been published then certified copies of Audited Financial Statement or Provisional Accounts for the year certified by Chartered Accountant may be submitted.

Signature and Stamp of Bidder
**BID FORMAT FOR SUBMISSION OF BIDDER’S EXPERIENCE**

1.0 The Bidder hereby offers the following information on qualification requirements of Parent Company

<table>
<thead>
<tr>
<th>S. No</th>
<th>Name of the Client</th>
<th>Name &amp; Address of Contact person / Project In charge of the Client</th>
<th>Name of the project (Thermal Power Project only)</th>
<th>Role of the Bidder</th>
<th>Contract Value Rs Cr</th>
<th>Year when the service Commenced</th>
<th>Year of works completed</th>
<th>% of work completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner’s Engineer Experience</td>
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<td>EPC Experience</td>
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<tr>
<td>EPCM Experience</td>
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</tbody>
</table>

Signature and Stamp of Bidder
BID FORMAT FOR SUBMISSION OF BIDDER’S RESOURCES

1.0  Bidder hereby offers the following information on resources available to carry out the Scope of Work for the Period of Association

<table>
<thead>
<tr>
<th>Scope of Work</th>
<th>Number of experienced personnel available to carry out the Scope of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(≥ 20 years experience)</td>
</tr>
<tr>
<td>Project Control Managers</td>
<td></td>
</tr>
<tr>
<td>Project Controllers</td>
<td></td>
</tr>
<tr>
<td>Project Scheduler</td>
<td></td>
</tr>
</tbody>
</table>

Signature and Stamp of Bidder
**LIST OF CLARIFICATIONS**

We, hereby, seek the following clarifications as per Section 6.3 of the RFP:

Table -1- Clarifications on the RFP

<table>
<thead>
<tr>
<th>Sl No</th>
<th>RFP Clause</th>
<th>Clarification sought</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature and Stamp of Bidder
LIST OF DEVIATIONS

We hereby accept all terms and conditions of this RFP and we do not have any deviation to the RFP other than what is stated in Table 1 and 2 below.

Table -1- Deviations to RFP

<table>
<thead>
<tr>
<th>SI No</th>
<th>RFP Clause</th>
<th>Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature and Stamp of Bidder
BID FORMAT FOR SUBMISSION OF PRICE BID

1.0 For Phase 1: Schedule Integration and Project Base line establishment:

The Fee offered for the services of PCSC for the Scope of Work and completion schedule specified in Appendix-A and meeting the RFP requirements is as follows:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Task</th>
<th>Activity</th>
<th>Fee Payable – Rupees</th>
<th>Man-days involved- For Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Task 1</td>
<td>Owners input and information review</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Task 2</td>
<td>Internal Project Kick-Off Meeting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Task 3</td>
<td>Preparation for Project Wide Planning Workshop with OPGC’s Contractors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Task 4</td>
<td>Project Wide Planning Workshops with OPGCs Contractors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Task 5</td>
<td>Integrated level 3 schedule</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Task 6</td>
<td>Management schedules and project controls procedures manual</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2.0 Price for Phase 2: (a) Schedule and Progress Monitoring and Control; and, (b) Monthly Project Progress Reporting and Analysis.

The fee offered for the services of during Phase 2 is as follows:

<table>
<thead>
<tr>
<th>SI</th>
<th>Designation</th>
<th>Monthly: Fee</th>
<th>Number of personnel</th>
<th>Estimated calendar months of service</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Control Manager @ 5 days/ months</td>
<td></td>
<td>One (1)</td>
<td>44</td>
</tr>
<tr>
<td>2</td>
<td>Planner and Scheduler</td>
<td></td>
<td>One (1)</td>
<td>44</td>
</tr>
<tr>
<td>3</td>
<td>Monthly Contract Price – Phase 2</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2.2 Owner reserves its right to include the services for Phase II- OPGC-NTP at the
time of issue of NTP for the Project.

2.2 Owner will provide bachelor accommodation at Site free of cost either at the Colony or Hotel.

3.0 The Fee offered shall be fixed and firm for the work undertaken during the Period of Association. Fee quoted in clause 1.0 above is inclusive of all expenses for completion of Scope of Work mentioned in Appendix-A except for those listed clause 3.0 and 4.0 below.

4.0 Out of Pocket Expenses
Expenses related to travel (by Economy Class by Air /I/ II Class AC by Rail), boarding and lodging will be reimbursed based on submission of documentary evidence related to travel and approval from Engineer-in-Charge for undertaking the travel.

5.0 Taxes and Duties
The Fees and Out of Pocket Expenses are exclusive of service tax, as applicable, but inclusive of all other applicable taxes and duties relevant to the work.

6.0 Payment Terms
The terms of payment applicable for each of the Scope of Work are as follows

6.1 During Phase 1
- 10% of the Contract Price – Phase 1 as advance against Bank Guarantee and 10% Performance Bank Guarantee, both valid for 9 months.
- 80% of the Fee payable for each of the Tasks on completion of respective Task.
- 10% of the Contract Price – Phase 1 on completion of all the Tasks.

6.2 During Phase 2:
- 100% of Monthly Contract Price – Phase 2 against man-months of service provided and against monthly invoices.

6.3 Out Of Pocket Invoices
- 100% of the out of pocket expenses is payable against monthly invoices

6.4 Taxes and Duties
(a) Each of the invoices shall include 100% of the applicable taxes and duties against the invoices and shall be paid in full.
(b) Advance Tax / Withholding Tax will be deducted by Owner at the time of release of payment and necessary certificate in respect of same as per the applicable laws will be provided.

6.5 Payments shall be released by Owner within thirty (30) days of the receipt of the correct invoice along with relevant supporting documents.

6.6 Securities

PCSC shall provide Securities as per 6.1 above

(Signature of the Bidder)
UNDEUTAKING FROM THE PARENT COMPANY FOR
QUALIFICATION ROUTE - B

Project Manager
Odisha Power Generation Corporation Limited
7th Floor, Fortune Towers,
Bhubaneswar, Odisha.

Dear Sir,

Ref: RFP issued by Odisha Power Generation Corporation Limited (OPGC) to seek bids from Bidder to work as Project Control Services Consultant.

Sub: Bid by _____________ (Name of the Bidder) to work as Project Control Services Consultant for the Project.

_______________ (Name of the Bidder) has requested us to provide the support to the _________________ (Name of the Bidder) to meet the Technical Qualification Requirement as per the provisions of the RFP. We have agreed to provide the requested support to the _________________ (Name of the Bidder) to meet the Technical Qualification Requirements as per the provisions of the RFP.

We confirm we will provide adequate and continuous support to the _________________ (Name of the Bidder) in providing services to perform Work during for the Period of Association as per the provisions of the RFP.

Yours’ faithfully,

Authorized Signatory of the Parent Company
FORMAT OF ADVANCE PAYMENT SECURITY
(On Non-Judicial Stamp Paper of Appropriate Value)

To
Odisha Power Generation Corporation Ltd.,
Ib Thermal Power Station,
At/Po-Banharpali,
Dist-Jharsuguda-768 234.

In consideration of the Odisha Power Generation Corporation Ltd. (Ib Thermal Power Station) having registered office at 7th Floor, Zone – A, Fortune Towers, Chandrasekharpur, Bhubaneswar-751 023 (hereinafter called the “Owner” which expression shall unless repugnant to the subject or context include its successors and assigns) having agreed under the terms and conditions of the Letter of Intent bearing no.__________ dated ____________ issued by the Owner which has been unequivocally accepted by M/s ________________________ a company under the Companies Act 1956 and having its registered office in the State of ___________ (hereinafter called “the said Contractor” which expression shall unless the context requires otherwise include its administrators, successors and assigns)

connection with the work of ______________________________________________________ in connection with the work of Specification No.__________ (Hereinafter called the said contract) to make at the request of the Contractor a lump sum advance of Rs.___________________________ (Rupees____________________________ only) for utilizing it for the purpose of the contract on his furnishing a guarantee acceptable to the Owner. We, _________________________ Bank incorporated under ______________________________ and having one of our branches at ________________________ (hereinafter referred to as “the said Bank”) do hereby guarantee the due recovery by the Owner of the said advance with interest thereon as provided according to the terms and conditions of the Contract. If the said Contract fails to utilise the said advance for the purpose of the contract and / or the said advance together with interest thereon as aforesaid is not fully recovered by the Owner, we, _________________________ Bank here-by unconditionally and irrevocably undertake to pay to the owner on demand and without demur to the extent of the said sum of Rs.___________________________/- (Rupees____________________________) only any claim made by the Owner on us for the loss or damage caused to or suffered by the owner by reason of the owner not being able to recover in full the said sum of Rs.___________________________/- (Rupees____________________________) only with interest as aforesaid.
2. We, _____________________________ Bank further agree that the Owner shall be the sole judge of and as to whether the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by the Owner on account of the said contractor as to the amount or amounts of loss or damage caused to or suffered by the Owner shall be final and binding on us.

3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till the said advance with interest has been fully recovered and its claim satisfied or discharged and till Owner certifies that the said advance with interest has been fully recovered from the said Contractor, and accordingly shall have no claim under this Guarantee after 30 (thirty) days from the date of satisfactory completion of the said contract (as per the mutually agreed work schedule) i.e. up to and inclusive of ________ (date) unless a notice of the claim under this Guarantee has been served on the bank before the expiry of the said period i.e. ___________ (date) in which case the same shall be enforceable against the Bank notwithstanding the fact that the same is enforced after the expiry of the said period.

4. The owner shall have the full liberty without effecting in any way the liability of the Bank under this Guarantee of Indemnity, from time to time vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercised by it against the said contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or the advance available to the owner and the said Bank shall not be released from its liability under these presents by any exercise by the Owner of the liberty with reference to the matters aforesaid or by reasons of time being given to the said contractor or any other forbearance act or omission on the part of the owner or any indulgence by the owner to the said Contractor on any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing the Bank from its such liability.

5. It shall not be necessary for the Owner to proceed against the Contractor before proceeding against the Bank and the Guarantee here in contained shall be enforceable against the Bank not withstanding any security, which the Owner may have retained or obtained from the contractor shall at the time when proceedings are taken the Bank hereunder be outstanding or unrealized.

6. We, the said Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Owner in writing and agree that any change in the Constitution of the said contractor or the said Bank shall not discharge our liability hereunder.

If any further extension of this Guarantee is required the same shall be extended
to such required periods on receiving instructions from M/s ____________________________ on whose behalf this Guarantee is issued.

Notwithstanding anything contained herein before our liability under this Guarantee is restricted to Rs. ______________/- (Rupees ____________________________ only) together with interest. Our undertaking shall commence from the date of execution and shall remain in force up to ____________________________

Dated this __________________ day of __________________

In presence of ________________________________

For and on behalf of (the Bank)

WITNESS

Signature___________________

1. Name ______________________
2. Designation_________________
Authorisation No_______________
Seal of the Bank _______________

The above guarantee is accepted by the Owner

For and On behalf of the
Ib Thermal Power Station

****(Appropriate portion to be inserted at the **** marked place in the BG format)
FORMAT OF CONTRACT PERFORMANCE SECURITY
(On Non-Judicial Stamp Paper of Appropriate Value)

To
Odisha Power Generation Corporation Ltd.,
Ib Thermal Power Station,
At/Po-Banharpali,
Dist-Jharsuguda-768 234.

In consideration of the Odisha Power Generation Corporation Ltd. (Ib Thermal Power Station) having registered office at 7th Floor, Zone – A, Fortune Towers, Chandrasekharpur, Bhubaneswar-751 023 (hereinafter called the “Owner” which expression shall unless repugnant to the subject or context include its successors and assigns) having agreed under the terms and conditions of the Letter of Intent bearing no. ____________ dated ____________ issued by the Owner which has been unequivocally accepted by ______________ in connection with the work of ______________ (Hereinafter called the said contract) to make at the request of the Contractor a lump sum advance of Rs. ____________ (Rupees ____________ only) for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable to the Owner . We, ______________ Bank incorporated under ____________________ and having one of our branches at ____________________ (hereinafter referred to as “the said Bank” do hereby guarantee the due recovery by the Owner of the said advance with interest thereon as provided according to the terms and conditions of the Contract. If the said Contract fails to utilise the said advance for the purpose of the contract and / or the said advance together with interest thereon as aforesaid is not fully recovered by the Owner, we, ______________ Bank here-by unconditionally and irrevocably undertake to pay to the owner on demand and without demur to the extent of the said sum of Rs. ____________ (Rupees ____________ only) any claim made by the Owner on us for the loss or damage caused to or suffered by the owner by reason of the owner not being able to recover in full the said sum of Rs. ____________ (Rupees ____________ only with interest as aforesaid.

3. We, ______________ Bank further agree that the Owner shall be the sole judge of and as to whether the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by the Owner on account of
the said contractor as to the amount or amounts of loss or damage caused to or suffered by the Owner shall be final and binding on us.

3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till the said advance with interest has been fully recovered and its claim satisfied or discharged and till Owner certifies that the said advance with interest has been fully recovered from the said Contractor, and accordingly shall have no claim under this Guarantee after 30 (thirty) days from the date of satisfactory completion of the said contract (as per the mutually agreed work schedule) i.e. up to and inclusive of __________(date) unless a notice of the claim under this Guarantee has been served on the bank before the expiry of the said period i.e._____________ (date) in which case the same shall be enforceable against the Bank notwithstanding the fact that the same is enforced after the expiry of the said period.

4. The owner shall have the full liberty without effecting in any way the liability of the Bank under this Guarantee of Indemnity, from time to time vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the said ‘Contractor or to postpone for any time and from time to time any of the powers exercised by it against the said contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or the advance available to the owner and the said Bank shall not be released from its liability under these presents by any exercise by the Owner of the liberty with reference to the matters aforesaid or by reasons of time being given to the said contractor or any other forbearance act or omission on the part of the owner or any indulgence by the owner to the said Contractor on any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing the Bank from its such liability.

5. It shall not be necessary for the Owner to proceed against the Contractor before proceeding against the Bank and the Guarantee here in contained shall be enforceable against the Bank notwithstanding any security, which the Owner may have retained or obtained from the contractor shall at the time when proceedings are taken the Bank hereunder be outstanding or unrealized.

6. We, the said Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Owner in writing and agree that any change in the Constitution of the said contractor or the said Bank shall not discharge our liability hereunder.

If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instructions from M/s ________________ on whose behalf this Guarantee is issued.

Notwithstanding anything contained herein before our liability under this
Guarantee is restricted to Rs. ______________/- (Rupees ___________________________ only) together with interest. Our undertaking shall commence from the date of execution and shall remain in force up to _____________________.

Dated this ________________ day of ________________

In presence of For and on behalf of (the Bank)

WITNESS

Signature__________________

1. Name _____________________
2. Designation________________

Authorisation No______________
Seal of the Bank ______________

The above guarantee is accepted by the Owner

For and On behalf of the
Ib Thermal Power Station

****(Appropriate portion to be inserted at the **** marked place in the BG format)

For Proprietary Concerns

Shri _______________________________ Son of _______________________________
Resident of _______________________________ carrying on business under the name and style of _______________________________ at _______________________________
(hereinafter called “the said Contractor” which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

For Partnership Concerns

M/s _______________________________ a partnership firm with its office _______________________________
(hereinafter called “the said Contractor” which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representatives) the name of their partners being (I) Shri _______________________________
S/o _______________________________
(ii) Shri _______________________________
S/o _______________________________
etc.

For Companies

M/s _______________________________ a company under the Companies Act 1956 and having its registered office in the State of _______________________________
(hereinafter called “the said Contractor” which expression shall unless the context requires otherwise include its administrators, successors and assigns).

******************************************************************************
TERMS AND CONDITIONS OF THE CONTRACT ("WORK ORDER")

1.0 ENGAGEMENT.

Subject to the terms and conditions of this Agreement, OPGC is engaging the Project Control Services Consultant, and the Project Control Services Consultant agrees to provide services as per the terms of the Work Order to OPGC. These terms shall not limit OPGC’s right to perform, or to select others to perform same or similar services.

(a) ______________ shall be OPGC’s Representative ("OPGC Representative") for this Work Order.

(b) The Engagement Manager of the Project Control Services Consultant shall be ______________. The Engagement Manager shall be supported by other resources of the Project Control Services Consultant and support staff as required for timely completion of the Work. In the event of the Project Control Services Consultant wishes to change the Engagement Manager and/or the team members, as identified in Appendix C, for the Work, OPGC shall be duly informed and appropriate approval shall be taken by the Project Control Services Consultant from OPGC before the Engagement Manager and/or the support staff is taken of the Work. OPGC will have the right to prematurely terminate the Agreement and all outstanding Scope of Work in case of any change in the Engagement Manager and/or the team members, as identified in Appendix C, without OPGC’s approval.

2.0 SCOPE OF WORK ("WORK")

(a) The Project Control Services Consultant shall provide services for Work which is placed as Appendix A enclosed herewith.

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

(c) The Engagement Manager would be expected to be available for meetings/discussions at reasonable notice periods. In the event of the Engagement Manager not being available, a senior manager of the Project Control Services Consultant acceptable to OPGC shall be deputed for the meeting/discussions. OPGC shall have the right to review the Work with the Engagement Manager and other team members, as identified in Appendix B, as required.
(d) The Engagement Manager shall be responsible for monitoring the progress of the Work and notification to OPGC of any potential delays in Work as soon as the Project Control Services Consultant becomes aware of or ought to be aware of the same.

(e) Additional work related to coal mine development and operation may be sought from the Project Control Services Consultant in addition to the Work already identified.

3. TERMS AND CONDITIONS

(a) OPGC will pay a fixed and firm Fee, as marked in Appendix C enclosed herewith, to the Project Control Services Consultant for the Work as placed in Appendix A.

(b) The Project Control Services Consultant shall not seek any revision in the fee to be paid under this Agreement unless there is any material change in the Scope of Work for which it shall require OPGC's prior written approval.

(c) Within seven (7) days of the Effective Date, the Project Control Services Consultant shall submit Advance Payment Security and the Contract Performance Security in the format identified in Appendix D and Appendix E respectively. Both the Security shall have an initial validity of three hundred and sixty five (365) days from the Effective Date and shall be renewed as and when instructed by the Owner as per the terms of the Contract.

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

(e) Project Control Services Consultant shall solely be responsible for payment of any and all taxes, statutory dues, Project Control Services premia, charges, cess and any other amounts whatsoever as a result of the performance of services by Project Control Services Consultant under this Agreement. The Fee is inclusive of all applicable taxes, cess, or any other statutory imposition whatsoever excluding service tax, which shall be reimbursed by OPGC along with the payments under this Agreement. All payments to the Project Control Services Consultant shall be made subject to deductions of income tax, as applicable, under the Income Tax Act, 1961 or Finance Act or any other statutory modification or re-enactment thereof from time to time being in force. OPGC will provide to the Project Control Services Consultant tax deduction certificates(s). However, if the Project Control Services Consultant submits a valid certificate from Income Tax Department authorizing non deduction of tax at source, then OPGC shall not deduct TDS when making payments to the Project Control Services Consultant.
(f) The Project Control Services Consultant shall not transfer or assign or sub Contract the Agreement or any part thereof or any benefit or interest therein or there under without the written consent of OPGC.

4. TERMINATION.

(a) This Agreement shall be effective from date of signing of this Agreement ("Effective Date") and shall remain valid till ______________. Thereafter, this Agreement may be extended by mutual agreement in writing. Notwithstanding the foregoing, this Agreement may be terminated by OPGC, with or without cause, upon not less than 7 (seven) days prior written notice to the Project Control Services Consultant.

(b) Termination shall be effective upon receipt of notice of termination which shall be 48 hours after the dispatch of notice by OPGC or upon the date of termination specified in the termination notice, as applicable.

(c) In case of non-performance by the Project Control Services Consultant, the Agreement shall be terminated with 30 (thirty) days notice and the OPGC shall have the right to assign the balance Work to any other party at the Project Control Services Consultant’s cost and risk. Any additional costs incurred by OPGC for such completion of the balance Work, shall be recovered from the security or any dues of this agreement or any other Contract taken by the Project Control Services Consultant in OPGC.

5. CONFIDENTIAL INFORMATION; PUBLICITY

(a) "Confidential Information" includes any information related to the services being rendered by the Project Control Services Consultant to OPGC or information furnished by OPGC to the Project Control Services Consultant for carrying out the study under this Agreement. Project Control Services Consultant 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 Project Control Services Consultant and any persons involved in performing Services for OPGC on the Project Control Services Consultant’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 Agreement.

(b) Each party agrees to keep confidential the existence and terms of this Agreement for a period of one year upon expiry of this Agreement. Project Control Services Consultant 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 Project Control Services Consultant’s behalf shall be made aware of and shall agree in writing to the
confidentiality obligations contained in this Agreement. No press releases or other publicity regarding this Agreement may be issued without OPGC’s prior written consent. Upon termination of this Agreement 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.

6. REPRESENTATIONS AND WARRANTIES

(a) Project Control Services Consultant 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 Project Control Services Consultant’s attention within a reasonable time, then Project Control Services Consultant agrees to re-perform the services at its cost and expense. Project Control Services Consultant warrants that all services will be in compliance with all applicable central, state and local laws, orders, rules and regulations.

(b) Project Control Services Consultant 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 Project Control Services Consultant with that of the Owner.

(c) Project Control Services Consultant 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) Project Control Services Consultant represents and warrants to OPGC that, in performance of its obligations as contained herein, the Project Control Services Consultant will employ or engage such appropriate personnel and shall alone be responsible for any and all obligations towards such Project Control Services Consultant Personnel, as specified under any law or as may be determined by any Court or other appropriate forum.

(e) Project Control Services Consultant agrees to indemnify and hold OPGC and its affiliates, principals, associates, their respective officers, directors, employees and/or agents, harmless from and against all claims, loss, liabilities, obligations, damages, costs, judgment, lien, suit, dues, cause of action, proceedings, order, demand, liability or actions, and all expenses incidental to the defence of any such claim, proceedings or action, based upon or arising out of this Agreement or breach of any obligations undertaken by Project Control Services Consultant in this Agreement. The indemnity in this Section shall be in addition to, and not in lieu of, all other legal rights and remedies that OPGC may have and shall survive expiry or termination of this Agreement.

7. RECORDS

(a) Project Control Services Consultant agrees to furnish to OPGC such information in respect to the services covered by this Agreement at such times and as often as OPGC
may reasonably request. At reasonable times and on reasonable notice to Project Control Services Consultant, OPGC may examine, inspect and copy Project Control Services Consultant’s files, records, books and documents, which specifically pertain to the subject matter of this Agreement.

8. INDEPENDENT CONTRACTOR

(a) Project Control Services Consultant is an independent commercial contractor to OPGC. This Agreement does not create any agency, joint venture or partnership between Project Control Services Consultant and OPGC. Project Control Services Consultant 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. Project Control Services Consultant agrees to indemnify, defend and hold OPGC harmless from and against any cost, expenses or any other liability whatsoever arising from Project Control Services Consultant’s failure to comply with any obligation under this Section.

9. COMPLIANCE WITH LAWS AND REGULATIONS

(a) Project Control Services Consultant shall at all times conduct its efforts hereunder in strict accordance with all applicable laws and regulations and with the highest commercial standards. Project Control Services Consultant 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 Agreement. Project Control Services Consultant shall not engage in any practice or activity with respect to any of the services and assistance rendered by Project Control Services Consultant under this Agreement 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. Project Control Services Consultant agrees with the policy as stated in this Clause, and further agrees that failure by Project Control Services Consultant 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 Agreement and thereupon Project Control Services Consultant shall have no claims whatsoever against OPGC.

10. MISCELLANEOUS

(a) No revision or modification of this Agreement shall be effective unless it is in writing and signed by all parties.

(b) The failure to insist upon the strict performance of any provision of this Agreement or to exercise any right granted under this Agreement, 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 Project Control Services Consultant 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.

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

(d) In no event shall OPGC be liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost of profits or savings) to the full extent such may be disclaimed by law. OPGC’s total liability under this Agreement, whether for breach of Contract, warranty, negligence, strict liability in tort or otherwise is limited to the total amount paid by OPGC to the Project Control Services Consultant under this Agreement.

(e) No person who is not a party to this Agreement (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 Agreement) shall have any right whatsoever to enforce this Agreement or any of its terms.

(f) This Agreement 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 Agreement and understanding of the Parties relating to the subject matter hereof. It is expressly agreed that this Agreement shall supersede all previous discussions and meetings held and correspondence exchanged between the Parties in respect of this Agreement and any decisions arrived at therein in the past and before coming into force of this Agreement shall have no relevance with reference to this Agreement and no reference of such discussions or meetings or past correspondence shall be entertained either by OPGC or Project Control Services Consultant for interpreting this Agreement or its implementation.

(g) Project Control Services Consultant 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 Agreement.

(h) Without OPGC’s prior written approval, Project Control Services Consultant shall not assign, subcontract or transfer to third parties any of Project Control Services Consultant’s obligations under this Agreement.

11. GOVERNING LAW AND ARBITRATION

The governing law of this Agreement shall be the substantive law of India. Any dispute, claim or controversy arising out of this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration by a Sole Arbitrator to be appointed by the OPGC in Bhubaneswar in accordance with the Arbitration & Conciliation Act, 1996 as amended and for the time being in force. The
jurisdiction for any proceedings arising out of or concerning or connected with such arbitration shall be of appropriate Court at Bhubaneswar.

**ENGINEER IN-CHARGE OF OWNER**

Mr. [Prakash Dora] shall be the Engineer in-charge for this work. EIC shall be responsible for the entire study and liaison with Project Control Services Consultant on all matters/activities relating to the assignment shall also be liaise with Project Control Services Consultant and make arrangements as appropriate to enable the interaction between Project Control Services Consultant and OPGC.

**PAYING OFFICER**

Senior Assistant Manager (Finance) cum DDO, Odisha Power Generation Corporation Limited, Zone A 7th Floor, Fortune Tower, Bhubaneswar-751023 shall be the paying officer for this Work

**12. NOTICES**

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

If to OPGC, the address is:

Odisha Power Generation Corporation Ltd., Zone-A, 7th Floor, Fortune Tower, Chandrashekharpur, Bhubaneswar – 751013, Odisha, India

If to Project Control Services Consultant, the address is:

Each party may designate by notice in writing a new address to which any future notices relating to this Agreement 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.
SCOPE OF WORK AND COMPLETION SCHEDULE

(SAME AS APPENDIX-A OF RFP)
RESOURCES TO BE MOBILISED FOR EXECUTION THE SCOPE OF WORK

(Same as Appendix-D of RFP)
FEE AND PAYMENT TERMS

(Same as Appendix-F of RFP)
Appendix D

FORMAT OF ADVANCE PAYMENT SECURITY

(Same as Appendix-H of RFP)
Appendix E

FORMAT OF CONTRACT PERFORMANCE SECURITY

(Same as Appendix-I of RFP)