



REQUEST FOR PROPOSAL
FOR
IMPLEMENTATION OF COMPLIANCE MANAGEMENT SOFTWARE & SERVICES AT OPGC

BID ID NO.: OPGC/CO/PROC/COMPLIANCE SOFTWARE/11092025

[11TH SEPTEMBER 2025]



ODISHA POWER GENERATION CORPORATION LIMITED

(A Government Company of the State of Odisha)

CIN: U40104OR1984SGC001429

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

DISCLAIMER

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

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

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

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

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

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

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INSTRUCTION TO BIDDERS

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1.0 REQUEST FOR PROPOSAL

Odisha Power Generation Corporation ("**OPGC**" or "**Owner**") invites Proposals (hereinafter referred as the "**RFP**") from reputed & experienced Agencies (hereinafter referred as "**Bidder(s)**" or "**Agency(s)**") for "**Implementation of Compliance Management Software and Services at OPGC**" through on-line (single stage two envelope) Open Tender Bidding process at the Government e-Tender portal ("**e-Tender Portal**") at website <https://tendersodisha.gov.in> as per the scope stated herein.

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

2.0 SCOPE OF SERVICES

Scope of work includes Supply, Implementation, configuration, customization & installation of Regulatory Compliance Management Software and Services at OPGC Corporate Office, Bhubaneswar & ITPS, Jharsuguda. The detailed Scope of services and delivery schedule is attached as Appendix-A.

3.0 QUALIFICATION REQUIREMENTS

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

- i. Bidder shall be a registered entity in India under applicable Act. *[Bidder shall submit the legal rights/registration of the entity as supporting document];* AND
- ii. Bidder must have Minimum 10 years of experience in delivering/implementing Software Solutions. *[Copy of such Purchase/ Work Orders wrt. Softwares delivery/implementation to Government Bodies/PSUs and Private Companies shall be enclosed];* AND
- iii. During last five (5) years reckoned from the Proposal Submission Date, Bidder shall have implemented at least **three (3) nos. of Compliance Software**, out of which, at least one (1) implemented project must have executed for any Govt. bodies/PSUs of India. *[Copy of such work completion containing the scope of work issued by the client shall be enclosed].* AND
- iv. Bidder should have average Annual Turnover of INR 30 Lakhs during the last Three (3) Financial Years i.e. FY22-23, FY23-24 & FY24-25. *[Bidder shall submit CA certified audited financial statements in support of this claim for the past Three (3) Financial Years];* AND
- v. Bidder should not have been debarred/blacklisted by Government of Odisha & it's PSUs, Government of India & it's PSUs as on proposal submission date. *[Declaration shall be submitted by the Bidder at Covering Letter];* AND
- vi. Bidder should have valid PAN and GST Registration Number. *[Bidder must submit copy of their PAN Card & GST registration certificate].*

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

4.0 PROPOSAL SUBMISSION PROCESS

4.1. Process in Brief

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

The Bidders can enroll themselves on the e-Tender Portal at website <https://tendersodisha.gov.in>. The use of Digital Signature Certificate ("DSC") Class-3 key is mandatory for e-tendering activities. Accordingly, Bidders should have DSC Class-3 key to participate in e-tendering. Bidders, if required, can obtain DSC Class-

3 key from agencies authorized by the Government of India. Bidders are requested to visit the e-Tender Portal for reference to user manuals with detailed guidelines on registration and participation in the e-tendering process.

Bids/Proposals shall ONLY be submitted online at the e-Tender Portal on the website <https://tendersodisha.gov.in>. Hard copy of RFP document shall not be issued.

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

This is a No Deviation Bid and Bidders are required to submit their bid without any deviation. Owner reserves its right to reject the Techno Commercial Proposal submitted by the Bidders, who have taken deviations to RFP, Scope and Commercial Terms & Conditions. Bidder will be asked to withdraw the deviation which are not acceptable to Owner without any extra price implication. Proposal with deviations, not acceptable to Owner unless withdrawn, shall be rejected. The Bidders complying the Qualification Requirement and satisfying the Techno Commercial requirements will be declared as “**Qualified Bidder**” in line with the Techno Commercial Evaluation criteria specified in section 5.1 and above.

The Price determination process shall commence thereafter as detailed in Section 5.2. Based on the outcome of the price determination process, Successful Bidder will be declared in accordance with terms of the RFP, accordingly Letter of Award (LOA) shall be issued to the Successful Bidder.

4.2. Proposal Submission

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

A. TECHNO-COMMERCIAL PROPOSAL

Details to be submitted as per the format identified as Appendix-1 to Appendix-4 of Annexure-A to ITB along with supporting documents & unpriced Price Proposal copy mentioning the GST rate & status as Quoted against each line item.

B. PRICE PROPOSAL

Details to be submitted in online Price Bid BOQ (appropriate excel file) as per the format identified as Annexure-B of the RFP.

Bidder shall submit and upload their proposal (i) Techno-Commercial Proposal and (ii) Price Proposal online through Government e-procurement portal (“**e-Tender Portal**”) at website <https://tendersodisha.gov.in>.

Hard copy documents in original of Authorization Documents / Power of Attorney shall be submitted, with clearly sealed, superscribed with tender name and indicating Bidder’s name & address, to following address before Proposal Opening Date & Time. Owner will not be held responsible for any delay or loss or damage of bid documents during transit and in such events the bid stands rejected summarily. If above hard copy documents are not received before due date and time of the bid opening, it shall be declared nonresponsive.

GM (Contracts)

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

Bhubaneswar -751023, Odisha, India

5.0 EVALUATION PROCESS

5.1. Evaluation of Techno Commercial Proposal

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

Techno Commercial Proposal of the Bidders, which are found acceptable, will be further reviewed and evaluated. Subsequently, Qualified Bidder shall be determined based on the provision specified in Qualification Requirement, Compliance and responsiveness of the Proposal and their Price Proposals shall be opened.

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

5.2. Evaluation of Price Proposal

Price evaluation shall be done based on quoted Grand Total Price by the Bidder. The Successful Bidder shall be selected amongst the Qualified Bidders based on evaluated Lowest Grand Total Price (L-1) basis.

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

5.3. Award of Contract

OPGC, at its sole discretion, shall declare Successful Bidder and appoint Successful Bidder as Agency for implementation of Compliance Management Software and Services at OPGC as per the scope of services by issuing Letter of Award (LOA).

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

6.0 CONTRACT PERFORMANCE SECURITY

In the event of contract award, the Successful Bidder shall be required to submit Contract Performance Security of an amount equivalent to 5% of the Awarded Contract Price as per the format specified in Appendix-A to Annexure-C, ITB.

7.0 BIDDING SCHEDULE

Particulars	Tender Timeline (Working Days)
Date of issuance of NIT	11 th September 2025
Start date of downloading RFP	11 th September 2025
Last Date of downloading of RFP	24 th September 2025
Last Date of Submission of Techno Commercial Proposal & Price Proposal	24 th September 2025 by 13:30 Hrs. (IST)
Techno-Commercial Proposal Opening Date	24 th September 2025 at 16:30 Hrs. (IST)
Price Proposal Opening Date	To be intimated

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

8.0 GENERAL GUIDELINES FOR THE BIDDERS

8.1. Language

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

8.2. Corrections and Erasures

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

8.3. Submission Ownership

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

8.4. Submission cost

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

8.5. Proposal Validity Period

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

8.6. Extension of Submission Date

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

8.7. Ownership of Bids and Responses

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

8.8. Details and Signature of Bidder

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

8.9. Ethics

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

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

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

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

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

“undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by OPGC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a conflict of interest as stated in Section 8.10; and

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

8.10. Conflict of Interest

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

8.11. Confidentiality

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

8.12. False or Misleading Claims

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

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

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

8.14. Governing Law and Arbitration

The Governing Law of this RFP shall be the substantive law of India. In the event of any dispute, claim or controversy arising out of this RFP, both the OPGC and the Bidder shall try to resolve it amicably. In the event no amicable solution could be achieved, the same shall be referred to be finally resolved by an arbitration tribunal consisting of a Sole Arbitrator to be appointed by OPGC in accordance with the Arbitration & Conciliation Act, 1996 as amended and for the time being in force. The place of arbitration shall be Bhubaneswar, Odisha, India. For any proceedings arising out of or concerning or connected with such arbitration, appropriate Courts at Bhubaneswar shall have exclusive jurisdiction.

9.0 OPGC CONTACT ADDRESS AND INFORMATION

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

Postal Address	:	GM (Contracts) Odisha Power Generation Corporation Limited Zone-A, 7 th Floor, Fortune Towers, Chandrasekharapur, Bhubaneswar, Odisha, India -751023.
Mobile	:	+91-9338715401/9778901001
Landline	:	+91-674-2303765/66
Email	:	contracts.corp@opgc.co.in
Website	:	www.opgc.co.in
OPGC PAN Number	:	AAACO4759R
OPGC GSTIN Number	:	21AAACO4759R1ZZ
OPGC CIN Number	:	U40104OR1984SGC001429

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**APPENDIX-A****SCOPE OF SERVICES****1.0 Scope of Services:**

Scope of work includes Supply, Implementation, configuration, customization & installation of Regulatory Compliance Management Software and Services at OPGC Corporate Office, Bhubaneswar & ITPS, Jharsuguda shall include the work mentioned herein:

- a) All data generated and managed by the application shall be securely stored in cloud infrastructure provided by the Agency. The Agency shall coordinate with OPGC's IT Department to ensure proper configuration, access control and ongoing technical support.
- b) All the applicable laws/legislation shall be mapped by the Agency in OPGC.
- c) Time to time amendment in the legislation shall be intimated by the Agency to the OPGC & subsequent changes in the task of the software tools with immediate effect.
- d) Change in the name of users in the case of exit of the company / transfer /etc., OPGC will intimate to the Agency & on receipt of the information the Agency will provide the service within one day by changing the users' name.
- e) A dedicated employee of the Agency shall be provided to OPGC for each communication.
- f) With the installation of the software tools the Agency shall provide one-time physical training in head office and one-time physical training in ITPS. However, online training to the users shall be the responsibility of Agency upon demand of the user.
- g) Agency shall provide all kinds of configuration and installation support related to Regulatory Compliance Management Software.
- h) The software shall support iPadOS, macOS, iOS, Android and Windows-based devices.
- i) Agency shall provide rigorous onsite/offsite support.
- j) Access of software shall be protected through password.
- k) Access control enabling confidentiality.
- l) User login/logout information maintained in a transaction log file for audit verifications.
- m) Each transaction log shall be captured and shall be maintained for audit purpose.
- n) Agency shall provide security and functional updates as and when released and required.
- o) OPGC documents shall be available to the users on the Portal instantaneously at any time.
- p) The facility shall show the list of pending tasks and allows Client to update and track their progress.
- q) Cloud-based software shall be preferred.
- r) Data Center "DC" and Data Recovery "DR" should be within India & different parts of the country (India).
- s) Real-time data backup should be activated in DC and DR.
- t) If the system is down, the responsibility of the Agency to up the system on immediate basis.
- u) As and when required, the backup of business data shall be provided by the Agency.
- v) During the closing of the contract, the Agency shall hand over all the related documents and data as required by OPGC.
- w) With the installation of the software tools the Agency shall provide one-time physical training in head office and one-time physical training in ITPS. However, the online training to the users shall be the responsibility of Agency upon demand of the user. The accommodation, travel and catering charges during visit of trainers shall be in the scope of Agency.
- x) Agency shall provide periodic Regulatory & Software updates to OPGC.
- y) During the tenure, Agency shall address the issues raised by OPGC and shall provide their support as and when required.

- z) A dedicated single-point-of-contact resource shall be provided by the Agency to OPGC for each communication.
- aa) The data privacy shall be maintained by the Agency as per the prevailing Laws of India.
- bb) Proposed software solution is designed with the capability for future integration with other internal or third-party systems, if required by OPGC. This includes APIs integration, data exchange protocols, and modular architecture that would support seamless integration without significant redevelopment.

## 2.0 Delivery Schedule:

The delivery timeline comprising installation, configuration, cloud setup, and integration in defined users for various departments. The configuration shall be properly tested and fully operational within thirty (30) calendar days from the date of receiving final inputs from OPGC.

| Sl. | Deliverables/Activities                                                          | Timeline     |
|-----|----------------------------------------------------------------------------------|--------------|
| 1.  | Acceptance of LOA                                                                | T0           |
| 2.  | Kick-off meeting                                                                 | T0 + 7 days  |
| 3.  | Installation of the Software after receiving inputs from OPGC                    | T0 + 25 days |
| 4.  | Final testing & Successful Operational of the Software for all identified users. | T0 + 30 days |

After Successful implementation of the Software, the system shall run for one (1) year from the Successful Operational Date. The AMC (Annual Subscription period) beyond one (1) year can be extended at the sole discretion of OPGC, with same AMC price & terms for another one (1) year at a time depending on the successful performance of the Agency.

The Agency shall attend and resolve the software issue within 1 hour from the time of reporting of the incident, failing which INR 1,000/- per instance will be deducted from the bill during the operational period.

## 3.0 Installation and Support address:

### Corporate Office:

Odisha Power Generation Corporation Ltd.  
7th Floor, Fortune Towers,  
Chandrasekharapur,  
Bhubaneswar – 751023 (Odisha)

### Plant Address:

IB Thermal Power Station,  
Odisha Power Generation Corporation Ltd.  
Banharpali, Jharsuguda-768234 (Odisha)

# **TECHNO-COMMERCIAL PROPOSAL**

## **FORMS AND FORMATS**

**APPENDIX-1****COVERING LETTER****[On Bidder's Letter Head]****Date:**

To,

**General Manager (Contracts)**

Odisha Power Generation Corporation Limited

Zone-A, 7th Floor, Fortune Towers

Chandrasekharapur, Bhubaneswar

Odisha- 751023

Dear Sir,

**Sub: Techno Commercial Proposal and Price Proposal for Implementation of Compliance Management Software and Services at OPGC.**

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

We hereby confirm the followings:

**A. DECLARATION AND AUTHORISATIONS**

1. The Techno Commercial Proposal and Price Proposals are being submitted by **[Bidder - Organization name]** in accordance with the conditions stipulated in the RFP of OPGC dated 11<sup>th</sup> September 2025 and following amendments thereto, issued by OPGC receipt of which is hereby acknowledged.

Number \_\_\_\_\_ Dated \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_

2. **[Bidder - Organization name]** have examined in detail, have understood, and abide by all terms and conditions stipulated in the RFP issued by OPGC. Bidder acknowledges OPGC's right to accept or reject any Proposal OR to annul the bidding process and reject all Bids at any time prior to contract award OR to not award the Contract to the Successful Bidder or not award the Contract at all, without assigning any reasons thereof and without any liability to Bidder for any cost or risk on account of the same.
3. The information contained in the proposal is complete and accurate in all material respects. **[Bidder-Organization name]**, undertakes to notify the OPGC promptly upon Bidder becoming aware of any material fact which tends to render Bidder's proposal misleading or inaccurate. **[Bidder- Organization name]** confirms its Submissions as per RFP Requirement. **[Bidder- Organization name]**, acknowledges and agrees that any material misrepresentation made in connection with Bidder's proposal might result in its invalidation and Bidder's disqualification from the bidding process.
4. **[Bidder – Organization name]** has necessary legal right to submit the Proposals in connection with this RFP. A duly certified true and complete copy of the legal rights is attached hereto as Appendix-3 to Annexure-A, ITB.

5. **[Bidder- Organization name]** undertakes that it shall perform Scope of Services without compromising on OPGC's interests and shall avoid any such conflict of interest in its dealings while performing Scope of Service for OPGC's as per the provisions of the Contract in case the **[Bidder- Organization name]** enters into the Contract with OPGC at a later date.
6. **[Bidder- Organization name]** designates Mr./Ms. \_\_\_\_\_ as Bidder's representative and in the absence of Mr./Ms. \_\_\_\_\_ as above, designates Mr./Ms. \_\_\_\_\_, who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into Bid commitment etc. on behalf of the Bidder, in respect of the tender. (Provide designation, contact address, phone no. etc. in Appendix-2 for the above designated persons)
7. **[Bidder- Organization name]** hereby confirms that it has perused the Scope and Key Commercial Terms in detail and agrees to abide by the same as provided, if Bidder is appointed as Agency.
8. **[Bidder-Organization name]** hereby undertakes that it has submitted a **NO DEVIATION** Proposal. Bidder also confirms that it has not taken any deviation with respect to RFP, draft Contract document and Technical Specifications in its submitted Proposal. Bidder also confirms that it has not taken any deviations anywhere in the submitted Price Proposal, if any deviation found anywhere in the Techno-commercial Proposal and Price Proposal the whole submitted Proposal shall be rejected and OPGC shall disqualify our Proposal in line with the term of the RFP.
9. **[Bidder- Organization name]** hereby confirms and undertakes that it has not been debarred/blacklisted by Government of Odisha & it's PSUs, Government of India & it's PSUs as on proposal submission date failing which shall be disqualified automatically in this tender.

#### **B. BID VALIDITY**

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

#### **C. SIGNATURES**

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

**APPENDIX-2****ORGANIZATION DETAILS & AUTHORIZED REPRESENTATIVE***[on Bidder's Letter Head]*

| <b>Bidder's Details</b>                                                               |                                                                      |            |            |         |
|---------------------------------------------------------------------------------------|----------------------------------------------------------------------|------------|------------|---------|
| Name of the Bidder                                                                    | <i>[Bidder to provide details]</i>                                   |            |            |         |
| Date of Incorporation                                                                 | <i>[Bidder to provide Incorporation Certificate]</i>                 |            |            |         |
| Registered Address                                                                    | <i>[Bidder to provide details]</i>                                   |            |            |         |
| Communication Address:<br>(if different from the registered address)                  | <i>[Bidder to provide details]</i>                                   |            |            |         |
| PAN Number/Country of Tax Residence                                                   | <i>[Bidder to provide details &amp; attach supporting documents]</i> |            |            |         |
| GSTIN                                                                                 | <i>[Bidder to provide details &amp; attach supporting documents]</i> |            |            |         |
| MSME Details                                                                          | <i>[Bidder to provide details &amp; attach supporting documents]</i> |            |            |         |
| Financial Strength (Turnover) of Bidder<br>(INR in lakh)                              | FY 2024-25                                                           | FY 2023-24 | FY 2022-23 | Average |
|                                                                                       |                                                                      |            |            |         |
| <b>Details of Bidder's Authorized Persons (stated in Appendix-1: Covering Letter)</b> |                                                                      |            |            |         |
| (1) Name & Designation                                                                |                                                                      |            |            |         |
| Telephone Number                                                                      |                                                                      |            |            |         |
| Mobile Number                                                                         |                                                                      |            |            |         |
| Email Address                                                                         |                                                                      |            |            |         |
| (2) Name & Designation                                                                |                                                                      |            |            |         |
| Telephone Number                                                                      |                                                                      |            |            |         |
| Mobile Number                                                                         |                                                                      |            |            |         |
| Email Address                                                                         |                                                                      |            |            |         |

**Note:**

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

**Signature and Stamp of Bidder**

**Annexure-A to APPENDIX-2****CHECK LIST**

| <b>Sl.</b> | <b>Particular</b>                                                                                          | <b>Submission/Information</b>     |
|------------|------------------------------------------------------------------------------------------------------------|-----------------------------------|
| 1.         | Legal Rights                                                                                               | Yes/No                            |
| 2.         | Technical Specification and Other terms of RFP<br>If not complied,                                         | Complied / Not Complied<br>Yes/No |
| 3.         | Compliance with Section 3.0<br>Documents Submitted<br>Meeting Qualification Requirements under Section 3.0 | (Yes/No)<br>(Yes/No)<br>_____     |
| 4.         | Validity of Techno-Commercial and Price Proposal                                                           | Up to ____/____/____              |

**APPENDIX-3****LEGAL RIGHTS TO SUBMIT THE PROPOSALS****A. AUTHORIZATION DOCUMENTS OF BIDDER**

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

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

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

**APPENDIX-4****FORMAT FOR SUBMISSION OF TECHNO-COMMERCIAL INFORMATION****INFORMATION TO BE SUBMITTED AS PART OF TECHNO-COMMERCIAL PROPOSAL**

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

**A. DETAILS RELATED TO EXPERIENCE**

- I. Bidder must have Minimum 10 years of experience in delivering/implementing Software Solutions to Government Bodies/PSUs and Private Companies in repute in India.
  - i. Bidder's Incorporation Date:
  - ii. Bidder's experience in delivering/implementing Software Solutions (in years):
  - iii. Type of Software's (Name):
  - iv. Client Name/Work Order details/Years:
    - 1...
    - 2...
    - 3...
- II. Bidder during the last five (5) years reckoned from the Proposal Submission Date, shall have implemented at least three (3) nos. of Compliance Software, out of which, at least one (1) implemented project must have executed for any Govt. bodies/PSUs of India.

List of Implementation of Compliance Software done as Agency for any Govt. bodies/PSUs/Private organization in repute in the following format.

| Sl | Client Name and details of contact person | Type of Client (Govt bodies/ PSUs/ Private) | Scope of Services Provided | Date of completion of the work | Whether Support Service includes in the WO/ if Yes then mention Years | Status of Implementation [Years] | Experience Certificate from Client [Yes/No] |
|----|-------------------------------------------|---------------------------------------------|----------------------------|--------------------------------|-----------------------------------------------------------------------|----------------------------------|---------------------------------------------|
| 1. |                                           |                                             |                            |                                |                                                                       |                                  |                                             |
| 2. |                                           |                                             |                            |                                |                                                                       |                                  |                                             |
| 3. |                                           |                                             |                            |                                |                                                                       |                                  |                                             |

**Note:**

1. Interested Bidders to indicate the project owner's name, contact person and its address along with the name.
2. Testimonials or performance certificates from clients (Government bodies/PSU/Private organization sector) in India.

**B. OTHER DETAILS OF THE BIDDER**

**C. COMPANY BROCHURE**

**D. ANY OTHER INFORMATION RELATED TO PROJECTS EXPERIENCE**

\_\_\_\_\_  
(Place and Date)

\_\_\_\_\_  
(Signature of Authorized Representative)

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

Bidder shall submit this Un-Priced Bid in the Techno-commercial Proposal as per Annexure-B. Bidder's Price Bid quoted in the Tenders Odisha e-Procurement Portal (Price Bid BOQ excel file) shall be considered for evaluation. Grand Total L1 Price inclusive of all & including GST shall be declared as Successful Bidder as per clause no. 5.2 of the ITB.

**Sub: Price Proposal for Implementation of Compliance Management Software and Services at OPGC.**

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

| <b>(All Prices in INR)</b> |                                                                                                                                                                                                  |                                 |                                      |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------------|
| <b>Sl</b>                  | <b>Description of Items</b>                                                                                                                                                                      | <b>GST Rate (in %) included</b> | <b>Price including all &amp; GST</b> |
| <b>1.01</b>                | Supply, Implementation, configuration, customization & installation of Compliance Management Software and Services at OPGC Corporate Office, Bhubaneswar & ITPS, Jharsuguda without AMC charges. | [XXXXXX]                        | "Quoted in online Price Bid"         |
| <b>1.02</b>                | AMC/ Annual Subscription charges towards Periodic Regulatory updates and Periodic Software updates & support from date of Successful Implementation for one year.                                | [XXXXXX]                        | "Quoted in online Price Bid"         |

**Note:**

- a. The Price indicated above are firm and shall remain fixed for performing Services during the engagement which is inclusive of all & including GST. Bidder shall provide the rate of GST applicable on above items.
- b. The price quoted for the software shall include the provision of cloud infrastructure comprising hosting, storage, security, and maintenance.
- c. Terms of the Payment:
  - i. 100% payment shall be made to the Agency after successful implementation & run of Regulatory Compliance Management Software and acceptance by OPGC.
  - ii. The payment towards annual subscription for periodic Regulatory & Software updates and support as per the scope of the services shall be made on quarterly basis (pro-rata) after successful run of the Software.

Payment after statutory deductions and other deductions like taxes as applicable, duties, penalties, security deposit, advance payment etc. shall be released after due certification of the bills by the Officer-in-Charge within Seven (7) working days from the date of submission of GST invoice and other supporting documents correctly in all respect. No advance payment will be made in any case. No interest charges will be paid in case of delay in payment under any circumstances.

**Authorized Signature of the Bidder**

**ANNEXURE-C**

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

**KEY COMMERCIAL TERMS****1.0 SCOPE OF SERVICES**

- (a) The Agency shall provide services which is placed as Appendix\_\_\_\_\_ enclosed herewith ("Services").
- (b) The Agency shall ensure that the Service is performed within the ambit of applicable policies, laws, rules and guidelines in force as amended from time to time.
- (c) Mr. \_\_\_\_\_ or any other person as may be notified by OPGC in writing, shall be OPGC's Representative ("Engineer-In-Charge" or "EIC") for this LOA. EIC, on behalf of OPGC, will liaison with Agency on all matters / activities relating to this LOA and make arrangements as appropriate to enable the interaction between Agency and OPGC's personnel.
- (d) This engagement shall be led by Mr. \_\_\_\_\_ (Engagement Manager) on behalf of the Agency. OPGC will have the right to prematurely terminate this LOA in case of any change in the Engagement Manager without OPGC's consent. The Engagement Manager shall be responsible for monitoring the progress of the Service and notification to OPGC of any potential issues in Service as soon as the Agency becomes aware of or ought to be aware of the same.

**2.0 PAYMENT TERMS & CONDITIONS**

- (a) OPGC will pay the contract price as follows, for the Scope of the services mentioned in Appendix\_\_\_\_\_.

*(All Prices in INR)*

| SI                                                                      | Particulars                                                                                                                                                                                      | Contract Price including all & GST |
|-------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| 1.                                                                      | Supply, Implementation, configuration, customization & installation of Compliance Management Software and Services at OPGC Corporate Office, Bhubaneswar & ITPS, Jharsuguda without AMC charges. | [_____]                            |
| 2.                                                                      | AMC/ Annual Subscription charges towards Periodic Regulatory updates and Periodic Software updates & support from date of Successful Implementation for one year.                                | [_____]                            |
| <b>Grand Total Contract Price inclusive of all &amp; including GST.</b> |                                                                                                                                                                                                  | [_____]                            |

- (b) The payment shall be made by OPGC in the following manners:
- 100% payment shall be made to the Agency after successful implementation & run of Regulatory Compliance Management Software and acceptance by OPGC.
  - The payment towards annual subscription for periodic Regulatory & Software updates and support as per the scope of the services shall be made on quarterly basis (pro-rata) after successful run of the Software.
- (c) Payment after statutory deductions and other deductions like taxes as applicable, duties, penalties, security deposit, advance payment etc. shall be released after due certification of the bills by the Officer-

in-Charge within Seven (7) working days from the date of submission of GST invoice and other supporting documents correctly in all respect.

- (d) The Agency shall attend and resolve the software issue within 1 hour from the time of reporting of the incident, failing which INR 1,000/- per instance will be deducted from the bill during the operational period.
- (e) Agency shall provide the completion certificate with acceptance of software by OPGC for processing the first bill. No advance payment will be made in any case. No interest charges will be paid in case of delay in payment under any circumstances.
- (f) The price shall be firm and shall remain fixed for performing work during the engagement. GST shall be paid against GST invoice.
- (g) The price for the software shall include the provision of cloud infrastructure comprising hosting, storage, security, and maintenance.
- (h) No variation or modification of the terms of the contract shall be made except by written amendments issued by the Owner.
- (i) Agency shall solely be responsible for payment of any and all taxes, statutory dues, insurance premium, royalty charges, cess and any other amounts whatsoever as a result of the performance of Services by Agency.
- (j) DDO, OPGC Corporate Office, Zone-A, 7th Floor, Fortune Towers, Chandrasekharapur, Bhubaneswar-751023 shall be paying officer for this LOA.

### **3.0 TERM & TERMINATION**

- a) This LOA shall be effective from date of signing of this LOA ("Effective Date") and shall remain valid for a period of fifteen (15) months from the Effective Date. Thereafter, this LOA may be extended by mutual agreement in writing. Notwithstanding the foregoing, this LOA may be terminated by OPGC, without cause, upon not less than 7 (seven) days prior written notice to the Agency.
- b) Termination shall be effective upon receipt of notice of termination which shall be 48 hours after the dispatch of notice by OPGC or upon the date of termination specified in the termination notice, as applicable. Upon any such termination, Agency shall be paid fees payable for services performed till then in accordance with the provisions of this LOA.
- c) In case of non-performance/breach of the LOA by the Agency, the LOA shall be terminated with 15 (Fifteen) days written notice. In the event the Agency fails to rectify/remedy the non-performance/breach to the satisfaction of OPGC within the said 15 days notice, the LOA shall stand terminated and OPGC shall have the right to assign the balance work to any other party at the Agency's sole cost and risk subject to the limitations of this LOA. Any additional costs incurred by OPGC for such completion of the balance work, shall be recovered from the security or any dues of this agreement or any other Contract undertaken by the Agency in OPGC.

### **4.0 CONFIDENTIAL INFORMATION; PUBLICITY**

- (a) "Confidential Information" includes any information related to the Work/Services being rendered by the Agency to OPGC or information furnished by OPGC to the Agency for carrying out the study under this LOA. Agency agrees to restrict disclosure of the Confidential Information to those persons involved with performing the Work for OPGC on a "need to know" basis. The Agency and any persons involved in performing Work for OPGC on the Agency's behalf (hereinafter referred to as "Receiving Party"):
  - i. shall maintain the confidentiality of the Confidential Information;
  - ii. shall not disclose such Confidential Information to any third party without the written approval of OPGC; and

iii. shall only use such Confidential Information for purposes of performing the work under this LOA.

OPGC shall execute Non-Disclosure Agreement in a suitable format with the Agency in due course of time.

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

## **5.0 CONTRACT PERFORMANCE SECURITY**

Within Fifteen (15) working days of the Effective Date, the Agency shall submit the Performance Security, in the form of an unconditional, irrevocable, payable on demand bank guarantee (BG)/ Insurance Surety Bond (ISB)/Demand Draft /FDR as per the prescribed format \_\_\_\_\_, of an amount of 5% of the total Contract Price. The Performance Security shall have a validity up to 90 days beyond completion of the contract period. The Performance Security shall be released within 30 days after due clearance from the Engagement Manager for the performance of Services and recovery of any damages or claims not settled by the Agency.

## **6.0 REPRESENTATIONS AND WARRANTIES**

- (a) Agency warrants that all Work/services will be performed by qualified personnel in a professional manner. If any services are not in compliance with acceptable standards and is brought to Agency's attention within one year from completion of the services, then Agency agrees to re-perform the services at its own cost and expense. Agency warrants that all services will be in compliance with all applicable central, state and local laws, orders, rules and regulations.
- (b) Agency warrants that it shall not place itself in a position which may, or does give rise to a conflict of interest (or a potential conflict of interest) between the interests of the Agency with that of the Owner as related to the Work.
- (c) Agency shall at any point in time be able to justify the authenticity and reliability of any of the assumptions, figures, sources used in preparing the report and arriving at the conclusion.
- (d) Agency represents and warrants to OPGC that, in performance of its obligations as contained herein, the Agency will employ or engage such appropriate personnel and shall alone be responsible for any and all obligations towards such Agency Personnel, as specified under any law or as may be determined by any Court or other appropriate forum. The obligations and representations contained in this LOA are Agency's sole warranty and guarantee obligations and OPGC's exclusive remedy in respect of quality of the Work.
- (e) Agency agrees to indemnify and hold OPGC and its affiliates, principals, associates, their respective officers, directors, employees and/or agents, harmless from and against all, loss, liabilities, obligations, damages, costs, judgment, lien, suit, dues, cause of action, proceedings, order, demand, liability or actions, and all expenses incidental to the defense of any such claim, proceedings or action, based upon or arising out of this LOA, if and to the extent of Agency's gross negligence or willful misconduct for bodily injury and property damage, which shall be limited to the extent of Fee payable to the Agency under this LOA. The indemnity in this Section shall be in addition to, and not in lieu of, all other legal

rights and remedies under this LOA that OPGC may have and shall survive expiry or termination of this LOA.”

## **7.0 RECORDS**

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

## **8.0 INDEPENDENT CONTRACTOR**

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

## **9.0 COMPLIANCE WITH LAWS AND REGULATIONS**

- a) Agency shall at all times conduct its efforts hereunder in strict accordance with all applicable laws and regulations and with the highest commercial standards. Agency shall effect or secure and maintain at its own cost all necessary governmental permits, licenses, approvals and registrations required in connection with the execution or performance of this LOA. Agency shall not engage in any practice or activity with respect to any of the services and assistance rendered by Agency under this LOA which is prohibited or in violation of any applicable central, state or local law in the Territory, or which in the opinion of legal counsel to OPGC is illegal or in violation of any applicable central, state or local law in the Territory. Agency agrees with the policy as stated in this Clause, and further agrees that failure by Agency or any persons under its responsibility including but not limited to its directors, officers, employees and agents to comply with any provision of this Clause shall constitute just and sufficient cause for immediate termination of this LOA and thereupon Agency shall have no claims whatsoever against OPGC.
- b) Agency shall comply fully with the applicable anti-corruption, anti-money laundering, anti-terrorism and economic sanction and anti-boycott laws of India.
- c) In performing its obligations under this LOA, the Agency and its officers, directors, employees, agents and representatives agree that they have not, and will not:
  - i. directly or indirectly, offer, give, make, promise, pay or authorize the payment of any money, gift, or anything of value to any person that is an officer or employee of OPGC or any government, or an officer or employee of any department, agency or instrumentality thereof, or of any public international organization, or any person acting in an official capacity on behalf of such government, department, agency or instrumentality thereof, or any candidate for or appointee to a political or government office, or to any political party; or
  - ii. receive, transfer, retain, use or hide the proceeds of any criminal activity whatsoever, or employ or otherwise conduct business with a “designated person”, namely a person or entity that appears on any list issued by the Reserve Bank of India or international organizations such as the United Nations

as being involved in money laundering, terrorism, or drug trafficking, or as having violated economic or arms embargoes.

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

#### **10.0 MISCELLANEOUS**

- a. No revision or modification of this LOA shall be effective unless it is in writing and signed by authorized signatory of both the parties.
- b. Each party signing this LOA represents that it has all necessary rights and authority to enter into this LOA and to bind the parties as provided.
- c. Agency shall purchase and maintain insurance as it will protect Agency from the losses or claims set forth below which may arise out of or result from Agency's performance or obligations to perform under the LOA, whether such performance is by Agency or by anyone directly or indirectly employed by Agency; OR Agency shall self-certify for the Group Insurance coverages of their regular manpower involved for this work.
- d. The failure to insist upon the strict performance of any provision of this LOA or to exercise any right granted under this LOA, shall not be deemed to be a waiver or relinquishment of the future performance of any such provision or the future exercise of such right, but the obligation of Agency and OPGC with respect to such future performance shall continue in full force and effect. Waiver, in order to be effective against a party shall be in writing signed by such party or its duly authorized representative.
- e. In no event shall either party be liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, loss of profits or savings, loss of opportunity; loss of goodwill; cost of substitute facilities, goods or Work; cost of capital; cost of replacement power; governmental and regulatory sanctions; and claims of customers for such damages) to the full extent such may be disclaimed by law. OPGC's and Agency's total liability under this LOA, whether for breach of Contract, warranty, negligence, strict liability in tort or otherwise is limited to the total amount paid by OPGC to the Agency under this LOA.
- f. No person who is not a party to this LOA (whether or not such person shall be named, referred to, or otherwise identified, or form part of a class of persons so named, referred to or identified, in this LOA) shall have any right whatsoever to enforce this LOA or any of its terms.
- g. This LOA together with any documents referred to in it, supersedes any and all oral and written agreements, drafts, undertakings, representations, warranties and understandings heretofore made relating to the subject matter hereof and constitutes the entire LOA and understanding of the Parties relating to the subject matter hereof. It is expressly agreed that this LOA shall supersede all previous discussions and meetings held and correspondence exchanged between the Parties in respect of this LOA and any decisions arrived at therein in the past and before coming into force of this LOA shall have no relevance with reference to this LOA and no reference of such discussions or meetings or past correspondence shall be entertained either by OPGC or Agency for interpreting this LOA or its implementation.

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

#### **11.0 GOVERNING LAW AND ARBITRATION**

The governing law of this LOA shall be the substantive law of India. Any dispute, claim or controversy arising out of this LOA, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by an arbitral tribunal consisting of Sole Arbitrator to be appointed by OPGC in accordance with the Arbitration & Conciliation Act, 1996 as amended and for the time being in force. All arbitration proceedings shall be held in Bhubaneswar, Odisha, India, and conducted in the English language. The tribunal's decision shall be final and binding upon the parties, and such decision shall not be subject to modification or appeal, except as allowed by the law.

The jurisdiction for any proceedings arising out of or concerning or connected with such arbitration or under this LOA shall be of exclusively of the appropriate Court at Bhubaneswar.

#### **12.0 FORCE MAJEURE**

Any delays in or failure of performance by Owner or Agency, shall not constitute default hereunder if and to the extent such delays or failure of performance are caused by occurrences beyond the control of OPGC or Agency, as the case may be, including, but not limited to, acts of God or the public enemy, expropriation or confiscation of facilities, compliance with any order or request of any government authority not arising out any default of non-compliance of any party, act of war, acts of terrorism, rebellion or sabotage or damage resulting there from, fire, floods, explosion, accidents riots or strikes or other concerted acts of workmen, whether direct or indirect, or any causes, whether or not of the same class or kind as those specifically named, which are not within the control of Owner or Agency respectively, and which by the exercise of reasonable diligence, Owner or Agency are unable to prevent. However, on the happening of such unforeseen event, written notice of such event shall be given by the affected Party to the other within five (5) days from the date of occurrence thereof. If the performance in whole or part of any obligation under this LOA is delayed by reason of any such eventuality for a period exceeding two (2) months, the parties shall meet and review in good faith the desirability and conditions of terminating or continuing with

this LOA. If the effect of any events specified in this clause lasts for a continuous period of less than three (3) days, such events shall not be construed to be Force Majeure Event.

### 13.0 NOTICES

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

If to OPGC, the address is:

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

If to Agency, the address is:

.....  
.....

---

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

**Appendix-A to Annexure-C****PERFORMANCE SECURITY BANK GUARANTEE FORM**

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

Bank Guarantee No. ....

Date.....

To:

Odisha Power Generation Corporation Limited  
 Zone-A, 7<sup>th</sup> Floor, Fortune Towers, Chandrasekharapur  
 Bhubaneswar, Odisha, INDIA, PIN-751023

Dear Sirs,

In consideration of the \_\_\_\_\_ *[Employer's Name]* \_\_\_\_\_ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s \_\_\_\_\_ *[Contractor's Name]* \_\_\_\_\_ with its Registered /Head Office at \_\_\_\_\_ (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Employer's Award No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been unequivocally accepted by the Contractor, resulting into a Contract bearing No \_\_\_\_\_ dated \_\_\_\_\_ valued at \_\_\_\_\_ for \_\_\_\_\_ and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to \_\_\_\_\_ (\*)\_5% (Five percent) of the said value of the Contract to the Employer.

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ at \_\_\_\_\_.

(Signature).....

(Name) .....

(Designation with Bank Stamp) .....

Authorised Vide

Power of Attorney

No..... Date.....

**Note:**

1. (\*) This sum shall be five percent (5%) of the Contract Price or as mentioned in RFP.
- (@) This date will be ninety (90) days beyond the Defects liability period as specified in the Contract.

The Bank Guarantee shall be from a Bank as per provisions of the RFP.

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

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

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

**OPGC BANK ACCOUNT NUMBER: 380805010000063**

**BANK IFSC CODE: UBIN0579289**

**BANK DETAILS : UNION BANK OF INDIA**

**LARGE CORPORATE BRANCH, BHUBANESWAR, ODISHA 751003, INDIA.**

**FORMAT OF INSURANCE SURETY BOND TOWARDS PERFORMANCE SECURITY**

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

Insurance Surety Bond No. ....

Date.....

To:

Odisha Power Generation Corporation Limited  
 Zone-A, 7<sup>th</sup> Floor, Fortune Towers, Chandrasekharapur  
 Bhubaneswar, Odisha, INDIA, PIN-751023

Dear Sirs,

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

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

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

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

In witness whereof the Insurer, through its authorised officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ at \_\_\_\_\_.

.....  
 (Signature)

.....  
 (Name)

.....  
 (Designation with Insurer Stamp)

Authorised Vide  
 Power of Attorney No.....

Date.....

**NOTE:**

1. (\*) The amount shall be as specified in the RFP/Bid Data Sheets.  
(\*\*) This shall be the date of opening of Techno-Commercial bids.  
(#) Complete mailing address of the Head Office of the Insurer to be given.  
(@) This date shall be ninety (90) days after the last date for which the bid is valid.
2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on non-judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in RFP.

~\*~