



**GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES,
O/O THE SUPERINTENDING ENGINEER,
ANUGOLA INVESTIGATION DIVISION,
ANUGOLA, ODISHA.**

Email Id- seidangul@gmail.com

NOTICE INVITING RFP (Request For Proposal)

'e' Procurement Notice No. SEID-AGL-40/2026-27

No.1379

Dated.01.08.2026

1st Corrigendum

Due to some technical issue, the date of availability of the bid and the date of opening of the bid is hereby modified as follows.

Sl. No.	Name of the work	Existing Date & time availability of bid / Opening of bid on portal	Revised Date & time availability of bid / Opening of bid on portal
1	Preparation of EIA & EMP report in accordance with provision & stipulation as per standard ToR and obtaining Environmental Clearance of Kutulisinga Irrigation Project under Anugola District of Odisha.	From 10.00 A.M of 03.08.2026 to 5.00 P.M of 17.08.2026/ 11 A.M of 18.08.2026	From 1:00 P.M of 06.08.2026 to 1.00 P.M of 20.08.2026/ 5.00 P.M of 20.08.2026

2. Due to typographical error Request For Proposal in Double cover system may be read as in Single cover system.

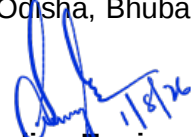
All other terms & conditions are unaltered.

Sd/- Er. Samyak Bikash Subudhi
Superintending Engineer
Anugola Investigation Division,
Anugola.

Memo No. 1380

Date:01.08.2026

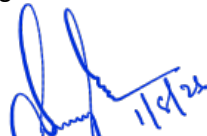
Copy submitted to the Chief Engineer Survey & Investigation, Odisha, Bhubaneswar for favor of kind information and necessary action.


Superintending Engineer

Memo No.1381

Date:01.08.2026

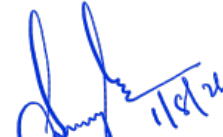
Copy submitted to Additional Chief Engineer, Central Investigation Circle, Odisha, Bhubaneswar for favor of kind information and necessary action.


Superintending Engineer

Memo No.1382

Date:01.08.2026

Copy to tender file / Notice Board for information.


Superintending Engineer



DEPARTMENT OF WATER RESOURCE **GOVERNMENT OF ODISHA**

SUPERINRENDING ENGINEER
ANUGOLA INVESTIGATION DIVISION, ANUGOLA

*Request for Proposal (RFP) for Consultancy services for
"Preparation of EIA & EMP report in accordance with provision
& stipulation as per standard ToR and obtaining Environmental
Clearance of Kutulisinga Irrigation Project under Anugola
District of Odisha."*

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1. DATA SHEET

Sl. No.	Particular	Details
1.	Name of the Client	Superintending Engineer, Anugola Investigation Division, Anugola. At-Matiasahi,PO-Hakimpada, New Irrigation Colony, Anugola PIN-759143
2.	Method of Selection & Proposal validity	The final Consultant will be selected by the evaluation methodology adopted as per Least Cost System (LCS) method.
3.	Date & Time of Issue of RFP	06.08.2026 at 1:00 P.M
4.	Deadline for Submission of Pre- Bid Query (Date & Time)	10.08.2026 at 11:00 A.M
5.	Pre-Bid meeting Date, Time & Place	11.08.2026 at 11:00 AM In the O/o SE, Anugola Investigation Division, Anugola
6.	Submission of Proposal Due Date & Time	20.08.2026 at 1:00 PM
7.	Date & Time of opening of Technical Bid (Cover-I)	20.08.2026 at 5:00 PM
8.	Date of opening of Financial Proposal	To be intimated separately.
9.	Expected Date of Tentative Commencement of Assignment	19.09.2026
10.	Place of Sale, Receipt of Bid	Online through e-procurement portal i.e “ https://tendersodisha.gov.in ”
11.	Place of Opening of Proposal	O/o the Superintending Engineer, Anugola Investigation Division, At-Matiasahi,PO- Hakimpada, New Irrigation Colony, Anugola PIN-759143
12.	Cost of Bid Document	Rs. 6,000.00/- to be transferred online (non- refundable)
13.	Bid Validity-	90 days from last date of submission of bid
14.	Earnest Money Deposit (EMD)	Rs.17,500.00/-
15.	Performance Bank Guarantee	Performance Bank Guarantee would be 5% of the contract value, valid for the contract period to be furnished by the successful bidders.
Further detail conditions can be seen from e-procurement portal “ https://tendersodisha.gov.in ”		

2. INTRODUCTION

Background:

Kutulisinga irrigation project is a reservoir project proposed in Mahanadi basin on Badajora nallah (Kutuli nallah) a tributary to river Sindholijhar near village Kutulisinga in Athmallick block of Angul district in the state of Odisha. The catchment area of reservoir is 83.30Sq.Km. The Project is featured with construction of 323 m long and 39.15 m height earth Dam. 33 m long concrete Spillway having 3 nos. of ogee crest gates, size: 11 m x 8 m; two nos of Head regulators at either side of Dam to lead the reservoir water through two main canal systems (LMC-11.344 km & RMC-13.04 km) for covering a culturable command area (CCA) of 2540 ha. Provision for Drinking Water supply of 8 Ham per month for a population of 25874 in the ayacut.

This Request For Proposal is for the purpose of appointment of a Third Party i.e. a QCI/NABET Accredited Agency having expertise for preparation of EIA & EMP report in accordance with provision & stipulations as per standard ToR for obtaining Environmental Clearance of Kutulisinga Irrigation Project (Medium) in Anugola District, Odisha. All the alternatives explored by proponent should be studied from the environmental angle. Scoping matrix, likely impacts identified for various aspects of environment (aquatic, terrestrial & socio-economic) during construction & operation phase of the project must be discussed in brief for each alternative & reasons for selecting the best and optimum alternative on social & environmental consideration, and reasons for rejecting other alternatives be mentioned.

Eligible consultants are invited to participate in the tender. The final Consultant will be selected by the evaluation methodology adopted as per Least Cost System (LCS) method.

The consultant has to submit his financial proposal in the price bid format, attached as Annexure-I. All the documents are to be submitted online mode only through e-procurement portal.

Postal Address: **Superintending Engineer,
Anugola Investigation Division, Anugola,
At-Matiasahi,PO-Hakimpada, New Irrigation Colony,
Anugola PIN-759143**

3. Instruction To the Bidders.

3.1 General

While every effort has been made to provide comprehensive and accurate background information requirements and specifications bidders must from their own conclusion about the solution needed to meet the requirements. Bidders and recipients of this RFP may consult their own legal advisers with regard to the RFP.

All information supplied by bidders may be treated as contractually binding on the bidders, on successfully award of the assignment by Department of Water Resources, Odisha on the basis of this RFP.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Department of Water Resources, Odisha. Any notification of preferred bidders' status by Department of Water Resources, Odisha shall not give rise to any enforceable rights by the Bidder. Department of Water Resources, Odisha may cancel this public bid process at any time prior to a formal written contract being executed by or on behalf of the Department of Water Resources, Odisha.

This RFP supersedes and replaces any previous public documentation & communication in this regard, and bidders should place no reliance on such communications.

3.2 Pre-bid meeting clarification

- a) Department of Water Resources, Odisha shall hold a pre-bid meeting with the prospective bidders on 11.08.2026 at 11:00 AM.
- b) The pre-bid conference will be held through web-EX/ Google hangouts/ Google meet. The link of pre-bid conference will be communicated to the agencies who have submitted the pre-bid queries within the specified timeline.
- c) The bidders will have to ensure that their queries for pre-bid meeting should reach to Superintending Engineer, Anugola Investigation Division, Anugola, PIN-759143 only by E-mail (seidangul@gmail.com) on or before 10.08.2026 by 11:00 AM.
- d) The queries should necessary be submitted in the following format (softcopy in MS Word or MS Excel file to be attached):

SL. No	RFP documents reference(s) (section & page number (s))	Content of RFP requiring Clarification	Points of clarification

- e) Department of Water Resources, Odisha shall not be responsible for ensuring receipt of the bidder's queries. Any request for clarification after the indicated date & time may not be entertained by Department of Water Resources, Odisha.

3.3 Response to pre-bid queries and issue of corrigendum

- a) The concerned officers notified by the Department of Water Resources, Odisha will provide timely response to all queries. However, Department of Water Resources, Odisha neither makes representation or warranty as to the completeness or accuracy of any response made in good faith nor does the client undertake to answer all the queries that have been posed by the bidders.
- b) Department of Water Resources, Odisha also does not guarantee that the suggestion (s) made by any prospective bidder through pre-bid query or otherwise shall be accepted.
- c) At any time prior to the last date for receipt of bids, client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a corrigendum.
- d) The corrigendum (if any) & clarification to the queries from all bidders will be posted on www.tendersodisha.gov.in.
- e) Any such corrigendum shall be deemed to be incorporate in to this RFP.
- f) In order to provide prospective bidders reasonable time for taking the corrigendum in to account, client may, at its discretion, extend the last date for the receipt of proposals.

3.4 Preparation of Tender Documents

The Consultant shall log in to the e-procurement portal identified as www.tendersodisha.gov.in and download the RFP document. As per the requirement of the RFP the bidder will fill up the required information and fill up the rate in figures on the intelligent MS Excel Sheet.

3.5 Earnest Money Deposit (EMD)/ Bid Security

Bidders shall transfer online the EMD amount i.e. Rs.17,500/- only for the work through a process as mentioned in the DTCN through e-procurement portal.

- a) The earnest money will be retained in the case of successful tenderers and will be dealt with as per the terms and condition of O.P.W.D Code. The earnest money of the unsuccessful tenderers except the three lowest tenderers shall be refunded on application. The EMD given by the other two bidders except the one whose tender is accepted shall also be refunded within 15 days of acceptance of tender.
- b) The EMD will be forfeited in any of the following cases.
 - i) If the bidder withdraws the bid after bid opening during the period of bid validity.
 - ii) If the bidder does not accept the correction of the bid price.
 - iii) In the case of successful bidder if the bidder fails within the specified time limit to
 - a. Sign the agreement or
 - b. Furnish the required Performance Security.
 - iv) If any of the statements, documents, certificate uploaded by the bidder through e-procurement portal, is found to be false/ fabricated/ bogus; the EMD/ Bid security will be forfeited.

The Security Deposit together with the Earnest Money, Initial Security Money and the amount withheld according to the provision of the agreement shall be retained as security for the due fulfillment of this contract. The security will be refunded after six months on completion of the work in all respect provided the final bill is passed and will not carry any interest.

3.6 Submission of Proposal

- a) The bidder shall carefully go through the RFP and any other information required with the Bill of Quantities (BOQ) in an intelligent MS-Excel format and any other price related information/undertaking including rebates.
- b) The bidder shall upload the scanned copy/ copies of documents in prescribed format in Portable Document Format (PDF) to the portal in the designated locations.
- c) The bidder should write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ) published by the officer inviting tender. The bidder shall type rates in figure only in the rate column of respective item(s) without any blank cell in the rate column.
- d) The bidder shall log on to the portal with his/her DSC and move to the desired tender for uploading the documents in appropriate place only by one simultaneously checking the documents.
- e) The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him/her, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/ fabricated/ bogus, his/her registration in the portal shall be blocked and the bidder is liable to be blacklisted.
- f) All bids uploaded by the bidder to the portal will be encrypted. The encrypted bid can only be decrypted/ opened by the authorized openers on or after the due date & time.
- g) Re-submission of bid the bidders for any number of times before the final date and time of submission is allowed.
- h) Re-submission of bid shall require uploading of all documents including price bid afresh.
- i) The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.

3.7 Deadline for Submission of Proposal

- a) Bid can not be submitted after due date and time.
- b) The bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time).

3.8 Bid Validity Period

- a) The offer submitted by the bidders should be valid for minimum period of 90 days from the last date of submission of Tender. However, validity of the price bid of selected bidder will be for entire contract period including extension period mentioned in the RFP.

3.9 Compliant / Completeness of response

- a) Bidders are advised to study all instructions, forms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements set out in this RFP may render the proposal non-compliant and the proposal may be rejected.

Bidders must:

- i) Include all documentation specified in this RFP;
- ii) Follow the format of this RFP and respond to each element in the order as set out in this RFP.
- iii) Comply with all requirements as set out within this RFP.

3.10 Opening of proposals

The proposal submitted up to 20.08.2026 by 1:00 PM will be opened on 20.08.2026 at 5:00 PM by the Superintending Engineer, Anugola Investigation Division, Anugola in online mode.

3.11 GENERAL INSTRUCTIONS

- 1) The cost of tender document will not be refunded under any circumstances.
- 2) The bid shall be valid for Ninety (90) days from the last date of submission of bid online.
- 3) Tender without Tender document fees, EMD and which do not fulfill all or any of the condition or submitted incomplete in any respect will be rejected.
- 4) Conditional tender shall not be accepted.
- 5) Government reserves the right to accept or reject any or all tenders without assigning any reason thereof.
- 6) The bid documents shall form a part of contract and only required documents need to be uploaded during online bid submission for evaluation of bid.
- 7) The bidders are advised to read carefully the “Instruction to Bidders” contained in the RFP documents.
- 8) The website address for e- Tendering is www.tendersodisha.gov.in.
- 9) The details of the above notice will be available on www.tendersodisha.gov.in.
- 10) The dates stipulated in the NIT are firm and under no circumstances they will be relaxed unless officially extended/modified.
- 11) Other terms and conditions shall be applied as per terms and condition of the RFP documents.
- 12) Joint Venture not acceptable.

Further details can be seen from e-procurement portal www.tendersodisha.gov.in.

3.12 EVALUATION METHODOLOGY

I. Pre – Qualification:

Sl. No.	General Eligibility Criteria	Desired Documents
1	The agency shall be a valid QCI/NABET accredited agency duly certificate as registration Rules.	Copy of valid QCI/NABET accredited documents
2	The Organization must be registered under Indian Companies Act, 1956/2013.	Company Registration Certificate.
3	Company should have a valid Registered GST Number (GSTIN). If doesn't have a valid Registered GST Number (GSTIN), it should give an undertaking to obtain it within 90 days of signing the contract after winning the bid.	Copy of GST registration certificate signed by bidder's authorized signatory or undertaking.
4	The bidder should have a physically verifiable & full-fledged registered business office premise in Odisha. If bidder doesn't have a physically verifiable & full-fledged registered business office premise in Odisha, it should give an undertaking to establish one in 90days of signing the contract.	Details of Business Premise address, landline Telephone Number, Geo-tagged Photos, and necessary legal documents etc. are to be provided to prove its existence or Undertaking.
5	Bidder should have a minimum average annual turnover of Rs.50,00,000/- (Rupees fifty Lakhs only) during the last 3 financial years.	Audited balance sheet, income tax return documents and the filed audited p/l statements for last 3(three) financial years and Certificate duly signed by statutory auditor of the bidder or certified chartered accountant for average annual turnover and profit (each year) for last 3 financial years.
6	Company should have a positive net-worth for the last 3 financial years.	Certificate from a registered and certified Chartered Accountant (CA).
7	The bidder shall have a valid PAN number as on last date of submission.	Copy of PAN registration certificate signed by bidder's authorized signatory.
8	The agency should be well conversant with detail procedures required for preparation of EIA & EMP report in accordance with provision & stipulations as per standard ToR & Addl. ToR for obtaining Environment clearance of Major Irrigation Project.	A certificate from the competent authority must be attached for successful completion of any EIA & EMP Report complying the standard ToR and Addl. ToR (if any) which has been duly approved by MoEF & CC, GOI
9	The Bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices nor should have been black listed by any Govt. or Govt. undertaking organizations at the time of submission of the bid.	Self-declaration certificate signed by the authorized signatory.

II. Technical Bid Evaluation

a) Scoring Matrix;

In order to facilitate the technical proposal evaluation, the technical criteria for the Consultancy, EIA coordinator, Functional Area Experts laid down along with the assigned weights have been presented in below table. The marking scheme presented here is an indication of the relative importance of the evaluation criteria. Bidders securing a minimum of 75% marks in the technical evaluation will only be considered for further financial bid evaluation. Bids or Tenders which don't secure the minimum specified technical score will be considered technically non-responsive and hence debarred from being considered for financial evaluation.

- A QCI/NABET accredited Consultancy having sector 'River Valley' ['1(c)' as per MoEF & CC Notification]



Sl. No.	Criteria	Score
A	Consultancy Firm's Profile & specific experience.	46
B	Technical Approach & Methodology	40
C	Qualification and relevant experience of key staff	14
	Total.	100

Sl. No.	Evaluation Criterion.	Max Score.	Document Required.
A	Consultancy Firm's Profile & specific experience.	46	
(i)	1. Presence of bidder in Odisha-04 Marks 2. Should have completed at least one project for Govt. of Odisha- 08 Marks.	12	Documentary proof like lease Agreement or Trade License or Company Incorporation Certificate or GST Registration Certificate etc.
(ii)	The Bidder should have experience in Irrigation Project for Central Govt. of India/ any State Govt. Organization/ Central PSUs/ State PSUs in the last five years. 1. One project- 05 Marks. 2. More than one project-10 Marks	10	Work orders/ Service Agreement & Completion Certificate from the Client. In case of ongoing project, work order has to be submitted.

(iii)	The bidder shall have specific experience in the following areas will carry 02 marks each. 1. Land use 2. Air pollution monitoring, prevention & control. 3. Meteorology, Air quality modeling & prediction. 4. Water pollution monitoring, prevention & control. 5. Ecology & Biodiversity. 6. Noise & Vibration. 7. Socio Economic. 8. Hydrology, Ground water & Water Conservation. 9. Geology. 10. Soil Conservation. 11. Risk Assessment & Hazard Management. 12. Solid & Hazardous Wastes (Industrial Solid Waste & Hazardous Waste).	24	Work orders/ Service Agreement & Completion Certificate from the Client. In case of ongoing project, work order has to be submitted.
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B	Technical Approach & Methodology.	40	
(i)	Proposed Work Plan & Detailed approach & Methodology as per approved standard and additional ToR.	20	To be provided at Technical Proposal.
(ii)	Technical Presentation.	20	To be presented during technical evaluation process.

C	Qualification and relevant experience of key staff* • Team leader (Environmental Expert) having 07 years of experience – 08 Marks. Less than 07 years- 03 Marks • Expert in Ecology & Bio-diversity minimum 02 years of experience- 02 Marks. • Expert in Sociology minimum 02 years of experience- 02 Marks • Hydrology Engineer having 05 years of experience-02 Marks. Less than 05 years- 01 Marks	14	
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Except as the Client may otherwise agree in writing, no changes shall be made in the Key Professionals submitted for evaluation. The Key professionals evaluated during the bidding and evaluation process must be available with consultant while starting of the Contract. The substitution of Key Professionals during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience within 15 days with consent from the client.

III) Financial Evaluation

The evaluation methodology adopted will be in Least Cost System (LCS) method.

Evaluation of Financial Bids.

- (ii) The bidder who scores minimum cut-off marks 75 or more in technical evaluation, will be qualified for the evaluation of their financial bids.
- (iii) The bid quoted as per the price bid format will be considered for financial evaluation (**The bid shall be quoted excluding all taxes**).
- (iv) The works shall be awarded to the lowest evaluated responsive bidder (**L1**) quoting the lowest price in price bid format.

IV) Award Criteria.

Department of Water Resources, Odisha will award the contract to the successful L1 bidder. Prior to the expiry of the validity period, Department of Water Resources, Odisha will notify the successful bidder in writing or by fax or email (in shape of issuing letter of intent), that its proposal has been accepted. In case the tendering process/ public procurement process has not been completed within the stipulated period, tendering authority may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. **Upon the successful bidder's furnishing of Performance Bank Guarantee, Tendering authority will notify each unsuccessful bidder.**

V) Contract finalization and award.

The tendering authority shall reserve the right to negotiate with the bidders, whose proposal has been ranked best value bid on the basis of technical and financial evaluation to the proposed project. On this basis the contract agreement would be finalized for award and signing. Contract will be finalized for the scope of the work as per the discretion of the Department of Water Resources, Odisha.

VI) Signing of Contract.

After tendering Authority notifies the successful bidder that its proposal has been accepted, Department of Water Resources, Odisha shall issue work order and enter into a contract with the successful bidder taking into account the relevant clauses of RFP, pre-bid clarification, corrigenda, the proposal of the bidder in addition to other agreed clauses. Master Contract Agreement would be signed for entire project period and value. Contract value will be derived as per the quoted value of the work by the successful bidder.

VII) Performance Bank Guarantee.

- i) The selected bidder will submit a Performance Bank Guarantee within 15 days from date of notification of award.
- ii) Performance Bank Guarantee (PBG) would be 5% of the contract value.
- iii) Validity of each PBG should be 60 days beyond date of completion.

- iv) The selected bidder shall be responsible for extending the validity date and claim period of the PBG as and when it is due on account of non-completion of the service during the work order period.
- v) In case the selected bidders fail to submit PBG within the time stipulated.
- vi) Department of Water Resources, Odisha at its discretion may cancel the order placed on the selected bidder. Department of Water Resources, Odisha shall invoke the PBG in case the selected bidder fails to discharge their contractual obligation during the period or Department of Water Resources, Odisha incurs any damage due to bidder's negligence in carrying out the project implementation as per the agreed term & conditions.

VIII) Conflict of Interest.

Conflict of interest exists in the event of:

- i) Conflicting assignments, typically monitoring and evaluation/environmental assessment of the same project by the eligible bidder;
- ii) Consultants, agencies or institutions (individuals or organizations) who have a business or family relation with the Client directly or indirectly; and
- iii) Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Client as this would amount to their disqualification and breach of contract.

IX) Disclosure.

- a. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract. Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- b. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
 - a criminal offence or other serious offence punishable under the law of the land, or where they have been founded by any regulator or professional body to have committed personal misconduct;
 - corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
 - failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

X) Anti-Corruption Measure.

Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal. A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Client shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

XI) Language of Proposals.

The proposal and all related correspondence exchanged between the bidder and the Client shall be written in the **English** language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purpose of interpretation of the Proposal, the translated version shall govern.

XII) Cost of bidding.

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Bidder/s/is/are not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

XIII) Legal Jurisdiction.

All legal disputes are subject to the jurisdiction of **Hon'ble High Court of Odisha** only.

XIV) Governing Law and Penalty Clause.

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and complete the same from any other agency. The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Government of India/ Government of Odisha. Failure on bidder's part to furnish the deliverables as per the agreed time line will enforce a penalty **@1% per week subject to maximum of 10% of the total contract value**. The amount will be deducted from the subsequent payment. **In addition, the PBG amount shall also be forfeited**. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final.

XV) Confidentiality.

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to the other persons not officially concerned with the process, until the publication of the award of the contract. The undue use by any Consultant of confidential information related to the process may result in rejection of its proposal and may be subjected to the provisions of the Client's anti-fraud and corruption policy. During the execution of the assignment except with prior written consent of the Client, the consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract

XVI) Amendment of the RFP Document:

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum through www.tenderodisha.gov.in . Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the Client may, at its discretion, extend the deadline for the submission of the proposals.

XVII) Client's right to accept any proposal and to reject any or all proposal / s.

The client reserves the right to accept or reject any proposal, and to annul or amend the bidding/ selection/ evaluation process and reject all proposals at any time prior to award of contract, without assigning any reason thereof.

XVIII) Copy Right, Patents and Other Proprietary Rights.

The Department of Water Resources, Government of Odisha shall be titled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Client's request, the Consultant shall take all necessary steps to submit them to the Client in compliance with the requirements of the contract.

XIX) Replacement of Key personnel.

The key professionals to be deployed under this contract must be dedicated in nature. However, the Client reserves the right to request the Consultant to replace the assigned personnel if they are not performing to a level of satisfaction. After written notification, the Consultant will provide Curriculum Vitae (CV) of appropriate candidates within 7 (Seven) days for review and approval. The consultant must replace the personnel within 7 (Seven) working days from the date of approval of replacement. If one or more key personnel become unavailable/leave the project for any reason midway under the contract, the Consultant must notify the client at least 14(fourteen) days in advance, and obtain the approval prior to making any substitution. In notifying the Client, the consultant shall provide an explanation of circumstances necessitating the proposed replacement and submit justification and qualification of replacement personnel insufficient details to permit evaluation of the impact on the engagement. Acceptance of a replacement person by the Client shall not relive the consultant from responsibility for failure to meet the requirements of

the contract. 5% reduction in man month charges of professional and sub-professional staff shall be considered for each such substitution beyond 5 (Five) replacements.

XX) Force Majeure.

For purpose of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency. If a force Majeure situation arises, the agency shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Client in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise Client in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Client reserves the right to cancel the contract without any obligation to compensate the agency in any manner for what so ever reason.

XXI) Settlement of Dispute.

(a) Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 45 days following the response of that party, shall become applicable.

(b) Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Client and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3(three) arbitrators, one each to be appointed by the Client and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings shall be held in India at the place indicated and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. The decision of the majority of arbitrators shall be

final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Client and the Consultant. However, the expense incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

XXII) Dis-Qualification of Proposal.

The proposal is liable to be disqualified in the following cases as listed below:

- Proposal submitted without Bid Processing Fee & Bid Security Declaration in lieu Bid Security;
- Proposal not submitted in accordance with the procedure and formats as prescribe in the RFP;
- During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices;
- Proposal is received in incomplete form;
- Proposal is received after due date and time for submission of bid;
- Proposal is not accompanied by all the requisite documents/information.
- A commercial bid submitted with assumptions or conditions;
- Bids with any conditional technical and financial offer;
- If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest/ best value;
- Proposal is not properly filled up or signed;
- Proposal is not conforming to the requirement of the scope of the assignment;
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt fraudulent means at any point of time during the bid process;
- If, any of the bid documents (including but not limited to the hard and soft electronic copies of the same, presentations during evaluation, clarification provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any indicative of the commercial aspects of the bid;
- Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices.
- Any other condition/situation which holds the paramount interest of the Client during the overall section process.
- Bidder does not submit Relation Certificate.

4. TERMS OF REFERENCE (ToR).

1. Miscellaneous:

S. No	Terms of Reference
1.1	Pre-DPR Chapters viz. Hydrology, Layout Map Studies duly approved by CWC shall be submitted.
1.2	Undertaking need to submitted on affidavit that regarding no activities has been yet started on the project site and water allocated to this scheme shall not be diverted to other purpose
1.3	Both capital and recurring expenditure under EMP shall be submitted.
1.4	The photograph should bear the date, time, latitude & longitude of the monitoring station/sampling location. In addition to this PP should submit the original test reports and certificates of the labs which will analyse the samples.
1.5	Arial view video of project site shall be recorded and to be submitted.

2. Muck Management:

S. No	Terms of Reference
2.1	Details of quantity of muck generation component wise, types of muck (Excavation in tunnels, pressure shaft and powerhouse etc.) and disposal site/ transportation to be provided.
2.2	Details of muck management such as dumping sites and its locations, transportation plan along with monitoring mechanism for muck transportation, detailing the road map of project construction site/ indicating the distances from HFL, river, project construction site along with types of roads etc.
2.3	Safety measures for avoiding spill over muck into the riverbed/streams and its flow into the river during the high discharge/ flood or monsoon period. Prepare plan for stabilization of muck disposal sites using biological and engineering measures to ensure that muck does not roll down the slopes and shall be disposed safely and that it does not pollute the natural streams and water bodies in surrounding area.
2.4	Restoration plan for construction area including dumping site of excavated materials by levelling, filling up of burrow pits, landscaping etc.

3. Socio-economic Study:

S. No	Terms of Reference
3.1	Public Health Delivery Plan including the provisions of drinking water supply for local population shall be in the EIA/EMP Report. Status of the existing medical facilities in the project area shall be discussed. Possibilities of strengthening of existing medical facilities, construction of new medical infrastructure etc. will be explored after assessing the need of the labour force and local population.
3.2	Declaration by the Project Proponent by way of affidavit that "No" Inter-state issue/ policy issue is involved with any State in the project.

3.3	All the tasks including conducting public hearing shall be done as per the provisions of EIA Notification, 2006 and as amended from time to time. Public hearing issues raised and compliance of the same shall be incorporated in the EIA/ EMP report in the relevant chapter.
3.4	Statement on the commitments (activity-wise) made during public hearing to facilitate the discussion on the CER in compliance of the Ministry's OM F. No. 22- 65/2017- IA.III dated 30 th September, 2020 shall be submitted.
3.5	Tentative no. of project affected families shall be identified and accordingly appropriate Rehabilitation & Resettlement plan shall be prepared.
3.6	Details of settlement in 10 km area shall be submitted.
3.7	PP shall submit the credible documents to show the status of land acquisition w.r.t project site from/through the concerned State Government as required under Ministry's OM dated 7 th October, 2014 for the project land to be acquired.
3.8	Land acquired for the project shall be suitably compensated in accordance with the law of the land with the prevailing guidelines. Private land (if any) shall be acquired as per provisions of Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013. Budget earmarked for R&R, CSR shall not be included in the cost of EMP.

4. Environmental Management and Biodiversity Conservation:

S. No	Terms of Reference
4.1	PP shall obtain NBWL clearance in view of project falls within the Eco-Sensitive Zone of the Satkosia Wildlife Sanctuary.
4.2	A detailed wildlife conservation plan for Schedule –I species along with mitigation measures for minimizing the human–animal conflict, duly approved by the Chief Wildlife Warden, be submitted. NBWL recommendations shall be submitted along with EIA/EMP report.
4.3	Prepare Environmental Cost Benefit Analysis in terms of ecological damage due to diversion of Forest land/ loss of biodiversity and its impacts on ecosystem, water availability, water uses for irrigation in study area (10 km from periphery of Project components).
4.4	A study shall be carried out on impact of project activity on the aquatic and terrestrial ecosystem, within project area classifying the impact zones (highly impact/low impact zone) based on seasonal variations and covering the aspects related to impacts on aquatic ecosystem/ primary productivity due to quantity of water to be lifted and thermal stratification. Accordingly, Environment Management plan shall be prepared.
4.5	Sampling locations be located to cover villages situated near the reservoir and around boundary of forest area for collection of baseline data and data to be incorporated in EIA/EMP report.
4.6	Source of construction material and its distance from the project site along with detailed transportation plan for construction material be elaborated in the EIA/EMP report. A detailed reclamation/ restoration plan of quarrying site/sites be incorporated in the EIA/EMP report.
4.7	In case any wildlife corridor is located within 10 km radius of the project site a detailed study shall be conducted to assess the impact of project on safe movement of wild animals.

4.8	Reservoir/ River banks protection plan all along the submergence need to be prepared and incorporated in EIA/ EMP.
4.9	Muck disposal site and other components such as Township, site office, Stacking area and batching plant shall be located outside the forest area.
4.10	A detailed action plan for large scale plantation of native species of plant sapling within 10 km radius of the project shall be prepared in consultation with State Forest Department. The monitoring mechanism to ensure the survival of saplings shall be finalized in consultation with ICFRE.
4.11	Certificate and certified map from Chief Wildlife Warden shall be submitted mentioning that project boundary is not falling in any Ecological Sensitive Area, Wildlife Sanctuary/Tiger/elephant corridor/Critically polluted area within 10 km of Project site.
4.12	i. Transportation Plan for transporting construction materials shall be submitted. Separate chapter for risk assessment of such transportation through/within proposed the Wildlife Sanctuary shall be included in the EIA report, if any.
4.13	Calculation and values of GHGs (CO ₂ , CH ₄ etc.) emissions during construction and during operation till the life of the project shall be estimated and submitted.
4.14	The longitudinal connectivity/Free flowing sketch be provided in the EIA/EMP report.
4.15	Quantitative values of Impact modelling of environmental parameters shall be submitted for during construction and operation. Also, mitigation measures shall be submitted in terms of construction and operation phase.
4.16	Conducting site-specific ecological study emphasizing on riverine ecology viz. fish diversity, fish migration, habitat and aquatic biota due to construction PSP. Impact assessment on the fish diversity based on the hydrological alteration at the water drawing sources shall be studied.
4.17	Details of mineral zone, if any, in the study area, certified by Geological Survey of India or any other concerned Government Organization shall be submitted. The project area should not come up on any critical mineral zone, the same shall to be verified by GSI/NMDC.
4.18	Any archaeological sites in the vicinity of the project, if any, then it shall be certified by ASI.
4.19	PP shall prepare detailed plan for Plantation of saplings under the tree plantation campaign "Ek Ped Ma Ke Naam".

1. Scope Of Eia Study

S. No	Terms of Reference
1.1	The EIA Report should identify the relevant environmental concerns and focus on potential impacts that may change due to the construction of proposed project. Based on the baseline data collected for three (3) seasons (Pre-monsoon, Monsoon and Winter seasons), the status of the existing environment in the area and capacity to bear the impact on this should be analyzed. Based on this analysis, the mitigation measures for minimizing the impact shall be suggested in the EIA/EMP study.

2. Details Of the Project and Site

S. No	Terms of Reference
2.1	General introduction about the proposed project.
2.2	Details of Project and site giving L-Sections of all U/S and D/S Projects with all relevant maps and figures. Connect such information as to establish the total length of interference of Natural River and the committed unrestricted release from the site of Dam/Barrage into the main river.
2.3	A map of boundary of the project site giving details of protected areas in the vicinity of 25 km of project location.
2.4	Location details on a map of the project area with contours indicating main project features. The project layout shall be superimposed on a contour map of ground elevation showing main project features (viz. location of dam, Head works, main canal, branch canals, quarrying etc.) shall be depicted in a scaled map.
2.5	Layout details and map of the project along with contours with project components clearly marked with proper scale maps of at least 1:50,000 scale and printed at least on A3 scale for clarity.
2.6	Existence of National Park, Sanctuary, Biosphere Reserve etc. in the study area, if any, should be detailed and presented on a map with distinct distances from the project components.
2.7	Drainage pattern and map of the river catchment up to the proposed project site.
2.8	Delineation of critically degraded areas in the directly draining catchment on the basis of Silt Yield Index as per the methodology of Soil and Land use Survey of India.
2.9	Soil characteristics and map of the project area.
2.10	Geological and Seismo-tectonic details and maps of the area surrounding the proposed project site showing location of dam site and canal sites.
2.11	Remote Sensing studies, interpretation of satellite imagery, topographic sheets along with ground verification shall be used to develop the land use/land cover pattern of the study using overlaying mapping techniques viz. Geographic Information System (GIS), False Color Composite (FCC) generated from satellite data of project area.
2.12	Land details including forests, private and other land.
2.13	Demarcation of snow fed and rain fed areas for a realistic estimate of the water availability.

3. Description Of Environment and Baseline Data

S. No	Terms of Reference
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3.1	To know the present status of environment in the area, baseline data with respect to environmental components air, water, noise, soil, land and biology & biodiversity (flora & fauna), wildlife, socioeconomic status etc. should be collected within 10 km radius of the main components of the project/site i.e. dam site and power house site. The air quality and noise are to be monitored at such locations which are environmentally & ecologically more sensitive in the study area. The baseline studies should be collected for 1 season (Preferably Monsoon season). Flora-Fauna in the catchment and command area should be documented. The study area should comprise of the following:
3.2	(i) Catchment area up to the dam/barrage site.
3.3	(ii) Submergence Area.
3.4	(iii) Project area or the direct impact area should comprise of area within 10 km radius of the main project components like dam, canals etc.
3.5	(iv) Downstream upto 10 km from the tip of the reservoir.

4. Details Of the Methodology

S. No	Terms of Reference
4.1	The methodology followed for collection of base line data along with details of number of samples and their locations in the map should be included. Study area should be demarcated properly on the appropriate scale map. Sampling sites should be depicted on map for each parameter with proper legends. For Forest Classification, Champion and Seth (1968) methodology should be followed.

5. Methodology For Collection of Biodiversity Data

S. No	Terms of Reference
5.1	The number of sampling locations should be adequate to get a reasonable idea of the diversity and other attributes of flora and fauna. The guiding principles should be the size of the study area (larger area should have larger number of sampling locations) and inherent diversity at the location, as known from secondary sources (e.g. eastern Himalayan and low altitude sites should have a larger number of sampling locations owing to higher diversity).
5.2	The entire area should be divided in grids of 5kmX5km preferably on a GIS domain. There after 25% of the grids should be randomly selected for sampling of which half should be in the directly affected area (grids including project components such as reservoir, dam, powerhouse, tunnel, canal etc.) and the remaining in the rest of the area (areas of influence in 10 km radius from project components). At such chosen location, the size and number of sampling units (e.g. quadrates in case of flora/transects in case of fauna) must be decided by species area curves and the details of the same (graphs and cumulative number of species in a tabulated form) should be provided in the EIA report. Some of the grids on the edges may not be completely overlapping with the study area boundaries. However, these should be counted and considered for selecting 25% of the grids. The number of grids to be surveyed may come out as a decimal number (i.e. it has an integral and a fractional part) which should be rounded to the next whole number.

5.3	The conventional sampling is likely to miss the presence of rare, endangered and threatened (r.e.t.) species since they often occur in low densities and in case of faunal species are usually secretive in behavior. Reaching the conclusion about the absence of such species in the study area based on such methodology is misleading. It is very important to document the status of such species owing to their high conservation value. Hence likely presence of such species should be ascertained from secondary sources by a proper literature survey for the said area including referring to field guides which are now available for many taxonomic groups in India. Even literature from studies/surveys in the larger landscapes which include the study area for the concerned project must be referred to, since most species from adjoining catchments is likely to be present in the catchments in question. In fact, such literature forms the entire state can be referred to. Once a listing of possible r.e.t. species from the said area is developed, species specific methodologies should be adopted to ascertain their presence in the study area which would be far more conclusive as compared to the conventional sampling. If the need be, modern methods like camera trapping can be resorted to, particularly for areas in the eastern Himalayas and for secretive/nocturnal species. A detailed listing of the literature referred to, for developing lists of r.e.t. species should be provided in the EIA reports. The conventional sampling is likely to miss the presence of rare, endangered and threatened (r.e.t.) species since they often occur in low densities and in case of faunal species are usually secretive in behavior. Reaching the conclusion about the absence of such species in the study area based on such methodology is misleading. It is very important to document the status of such species owing to their high conservation value. Hence likely presence of such species should be ascertained from secondary sources by a proper literature survey for the said area including referring to field guides which are now available for many taxonomic groups in India. Even literature from studies/surveys in the larger landscapes which include the study area for the concerned project must be referred to, since most species from adjoining catchments is likely to be present in the catchments in question. In fact, such literature forms the entire state can be referred to. Once a listing of possible r.e.t. species from the said area is developed, species specific methodologies should be adopted to ascertain their presence in the study area which would be far more conclusive as compared to the conventional sampling. If the need be, modern methods like camera trapping can be resorted to, particularly for areas in the eastern Himalayas and for secretive/nocturnal species. A detailed listing of the literature referred to, for developing lists of r.e.t. species should be provided in the EIA reports.
5.4	The R.E.T. species referred to in this point should include species listed in Schedule I and II of Wildlife (Protection) Act, 1972 and those listed in the red data books (BSI, ZSI and IUCN).

6. Components Of the Eia Study: Various Aspects to Be Studied and Provided in the Eia/emp Report are as Follows:

S. No	Terms of Reference
6.1	No Data Found

6.1.Physical And Chemical Environment:

S. No	Terms of Reference
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6.1.1	No Data Found
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6.1.1. Geological & Geophysical Aspects and seismo- Tectonics:

S. No	Terms of Reference
6.1.1. 1	No Data Found
6.1.1. 2	Physical geography, Topography, Regional Geological aspects and structure of the Catchment.
6.1.1. 3	Tectonics, seismicity and history of past earthquakes in the area. A site-specific study of the earthquake parameters will be done. The results of the site-specific earthquake design shall be sent for approval of the NCSDP (National Committee of Seismic Design Parameters, Central water Commission, New Delhi for large dams.
6.1.1. 4	Landslide zone or area prone to landslide existing in the study area should be examined.
6.1.1. 5	Presence of important economic mineral deposit, if any.
6.1.1. 6	Justification for location & execution of the project in relation to structural components (dam/Barrage height).
6.1.1. 7	Impact of project on geological environment.

6.1.2. Meteorology, Air and Noise

S. No	Terms of Reference
6.1.2. 1	No Data Found
6.1.2. 2	Meteorology (viz. Temperature, Relative humidity, wind speed/direction etc.) to be collected from nearest IMD station.
6.1.2. 3	Ambient Air Quality with parameters viz. Suspended Particulate Matter (SPM), Respirable Suspended Particulate Matter (RSPM) i.e. suspended particulate materials < 10 microns, Sulphur dioxide (SO ₂) and Oxides of Nitrogen (NO _x) in the study area at 5-6 Locations.
6.1.2. 4	Existing Noise Levels and traffic density in the study area at 5-6 Locations.

6.1.3. Soil Characteristics

S. No	Terms of Reference
6.1.3. 1	No Data Found

6.1.3. 2	Soil classification, physical parameters (viz., texture, Porosity, Bulk Density and water holding capacity) and chemical parameters (viz. pH, electrical conductivity, magnesium, calcium, total alkalinity, chlorides, sodium, potassium, organic carbon, available potassium, available phosphorus, SAR, nitrogen and salinity, etc.) at @ one sample/ha of command area.
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6.2. Water Environment & Hydrology

S. No	Terms of Reference
6.2.1	Hydro-Meteorology of the project viz. precipitation (snowfall, rainfall), temperature, relative humidity, etc. Hydro-meteorological studies in the catchment area should be established along-with real time telemetry and data acquisition system for inflows monitoring.
6.2.2	Run off, discharge, water availability for the project, sedimentation rate, etc.
6.2.3	Basin characteristics
6.2.4	Catastrophic events like cloud bursts and flash floods, if any, should be documented.
6.2.5	For estimation of Sedimentation Rate, direct sampling of river flow is to be done during the EIA study. The study should be conducted for minimum one year. Actual silt flow rate to be expressed in ha-m km ² year ⁻¹ .
6.2.6	Set up a G&D monitoring station and a few rain gauge stations in the catchment area for collecting data during the investigation.
6.2.7	Flow series, 10 daily with 90%, 75% and 50% dependable years discharges.
6.2.8	Environmental flow release should be 20% of the average of the 4 lean months of 90% dependable year during the lean season and 30% of Monsoon flow during monsoon season. For remaining months, the flow shall be decided by the Committee based on the hydrology and available discharge.
6.2.9	A site-specific study on minimum environment flow should be carried.

6.3. Biological Environment

S. No	Terms of Reference
6.3.1	No Data Found

6.3.1. Flora

S. No	Terms of Reference
6.3.1. 1	No Data Found

6.3.1. 2	Characterization of forest types (as per Champion and Seth method) in the study area and extent of each forest type as per the Forest Working Plan.
6.3.1. 3	General vegetation profile and floral diversity covering all groups of flora including Bryophytes, Pteridophytes, Lichens and Orchids. A species wise list may be provided.
6.3.1. 4	Assessment of plant species with respect to dominance, density, frequency, abundance, diversity index, similarity index, importance value index [IVI], Shannon Weiner Index etc. of the species to be provided. Methodology used for calculating various diversity indices along with details of locations of quadrats, size of quadrats etc. to be reported within the study area in different ecosystems.
6.3.1. 5	Existence of National Park, Sanctuary, Biosphere Reserve etc. in the study area, if any, should be detailed.
6.3.1. 6	Economically important species like medicinal plants, timber, fuel wood etc.
6.3.1. 7	Details of endemic species found in the project area.
6.3.1. 8	Flora under RET categories should be documented using International Union for the Conservation of Nature and Natural Resources (IUCN) criteria and Botanical Survey of India's Red Data list along with economic significance. Species diversity curve for RET species should be given.

6.3.2. Fauna

S. No	Terms of Reference
6.3.2. 1	Fauna study and inventorization should be carried out for all groups of animals including reptiles and nocturnal animals in the study area. Their present status along with Schedule of the species.
6.3.2. 2	Information (authenticated) on Avi-fauna and wild life in the study area.
6.3.2. 3	Status of avifauna their resident/migratory/ passage migrants etc.
6.3.2. 4	Documentation of butterflies, if any, found in the area.
6.3.2. 5	Details of endemic species found in the project area.
6.3.2. 6	RET species- voucher specimens should be collected along with GPS readings to facilitate rehabilitation. RET faunal species to be classified as per IUCN Red Data list and as per different schedule of Indian Wildlife (Protection) Act, 1972.
6.3.2. 7	Existence of barriers and corridors, if any, for wild animals.

6.3.2. 8	Compensatory afforestation to compensate the green belt area that will be removed, if any, as part of the proposed project development and loss of biodiversity.
6.3.2. 9	For categorization of sub-catchments into various erosion classes and for the consequent CAT plan, the entire catchment (Indian Portion) is to be considered and not only the directly the draining catch.

6.4.Aquatic Ecology

S. No	Terms of Reference
6.4.1	Documentation of aquatic fauna like macro-invertebrates, zooplankton, phytoplankton, benthos etc.
6.4.2	Fish and fisheries, their migration and breeding grounds.
6.4.3	Fish diversity, composition and maximum length & weight of the measured populations to be studied for estimation of environmental flow.
6.4.4	Conservation status of aquatic fauna.

6.5.Irrigation And Cropping

S. No	Terms of Reference
6.5.1	Cropping pattern and Horticultural practices in the study area.
6.5.2	Collection of primary data on agricultural activity, crop and their productivity and irrigation facilities component.
6.5.3	Component of pressurized/drip irrigation and micro irrigation.
6.5.4	Details of Conjunctive use of water for irrigation.

6.6.Socio-economic

S. No	Terms of Reference
6.6.1	Collection of Baseline data on human settlements, health status of the community and existing infrastructure facilities for social welfare including sources of livelihood, job opportunities and safety and security of workers and surrounding population.
6.6.2	Collection of information with respect to social awareness about the developmental activity in the area and social welfare measures existing and proposed by project proponent.
6.6.3	Collection of information on sensitive habitat of historical, cultural and religious and ecological importance.
6.6.4	The Socio-economic survey/profile within 10 Km of the study area for Demographic profile; Economic Structure; Development Profile; Agricultural Practices; Infrastructure, education facilities; health and sanitation facilities; available communication network etc.
6.6.5	Documentation of Demographic, Ethnographic, Economic structure and development profile of the area
6.6.6	Information on Agricultural practices, Cultural and aesthetic sites, Infrastructure facilities etc
6.6.7	Information on the dependence of the local people on minor forest produce and their cattle grazing rights in the forest land.
6.6.8	List of all the Project Affected Families with their names, education, land holdings, other properties, occupation, source of income, land and other properties to be acquired, etc.
6.6.9	In addition to Socio-economic aspects of the study area, a separate chapter on socio-cultural aspects based upon study on Ethnography of the area should be provided.

7.Impact Prediction and Mitigation Measures

S. No	Terms of Reference
7.1	The adverse impact due to the proposed project should be assessed and effective mitigation steps to abate these impacts should be described.

7.1.Air Environment

S. No	Terms of Reference
7.1.1	Changes in ambient and ground level concentrations due to total emissions from point, line and area sources
7.1.2	Effect on soils, material, vegetation and human health.
7.1.3	Impact of emissions from DG sets used for power during the construction, if any, on air environment.
7.1.4	Pollution due to fuel combustions in equipment & vehicles.

7.1.5	Fugitive emissions from various sources.
7.1.6	Impact on micro climate.

7.2.Water Environment

S. No	Terms of Reference
7.2.1	Changes in surface & ground water quality. Steps to develop pisci-culture and recreational facilities.
7.2.2	Changes in hydraulic regime and down stream flow.
7.2.3	Water pollution due to disposal of sewage.
7.2.4	Water pollution from labour colony/camps and washing equipment.

7.3.Land Environment

S. No	Terms of Reference
7.3.1	Adverse impact on land stability, catchment of soil erosion, reservoir sedimentation and spring flow (if any) [a] due to considerable road construction/widening activity [b] interference of reservoir with the inflowing streams [c] blasting for excavation of canals and some other structures
7.3.2	Changes in land use/land cover and drainage pattern.
7.3.3	Immigration of labour population.
7.3.4	Quarrying operation and muck disposal.
7.3.5	Changes in land quality including effects of waste disposal
7.3.6	River bank and their stability
7.3.7	Impact due to submergence

7.4.Biological Environment

S. No	Terms of Reference
7.4.1	Impact on forests, flora, fauna including wildlife, migratory avi-fauna, rare and endangered species, medicinal plants etc.
7.4.2	Pressure on existing natural resources
7.4.3	Deforestation and disturbance to wildlife, habitat fragmentation and wild animal's migratory corridors
7.4.4	Compensatory afforestation-Identification of suitable native tree species for compensatory afforestation & green belt.

7.4.5	Impact on fish migration and habitat degradation due to decreased flow of water.
7.4.6	Impact on breeding and nesting grounds of animal.

7.5.Socio-economic Aspects

S. No	Terms of Reference
7.5.1	Impact on local community including demographic profile.
7.5.2	Impact on socio-economic status.
7.5.3	Impact on economic status.
7.5.4	Impact on human health due to water / vector borne disease.
7.5.5	Impact on increases traffic.
7.5.6	Impact on Holy Places and Tourism.
7.5.7	Impacts of blasting activity during project construction which generally destabilize the land mass and lead to landslides, damage to properties and drying up of natural springs and cause noise pollution, will be studied. Proper record shall be maintained of the base line information in the post project period.
7.5.8	Positive as well as negative impacts likely to be accrued due to the project are to be listed.

8.Environment Impact Analysis

S. No	Terms of Reference
8.1	Environmental Impact Analysis due to the project on the above-mentioned components should be carried out for construction and operation phases using qualitative or quantitative methods.

9.Environmental Management Plan

S. No	Terms of Reference
9.1	Environmental Management Plan aimed at minimizing the negative impacts of the project should be given in detail. The mitigation measures are to be presented for all the likely adverse impacts on the environment. The following suggestive mitigating plans should be included.

9.1.Biodiversity Management Plan

S. No	Terms of Reference
9.1.1	Biodiversity and Wild Life Conservation & Management Plan for conservation and preservation of endemic, rare and endangered species of flora and fauna to be prepared in consultation with State Forest Department.
9.1.2	Compensatory Afforestation in lieu of the forest land required for the project needs to be proposed. Choice of plants should be made in consultation with State Forest Department including native and RET species, if any.
9.1.3	Fisheries Conservation & Management Plan-Fish fauna inhabiting the affected stretch of river, a specific fisheries management plan should be prepared for river and reservoir.
9.1.4	Plan for Green Belt Development along the periphery of reservoir, colonies, approach road, canals etc. to be prepared in consultation with the State Forest Department. Local plant species suitable for greenbelt development should be selected.
9.1.5	Environmental Monitoring Programme with physical & financial details covering all the aspects of EMP. A summary of cost estimate for all the plans, cost for implementing all Environmental Management Plans including the cost for implementing environmental monitoring programme should be given. Provision for an Environmental Management Cell should be made.

9.2.Disaster Management Plan

S. No	Terms of Reference
9.2.1	Catchment Area Treatment (CAT) Plan should be prepared micro-watershed wise. Identification of area for treatment based upon Remote Sensing & GIS methodology and Silt Yield Index (SYI) method of SLUSOI coupled with ground survey. Areas/watersheds falling under 'very severe' and 'severe' erosion categories are required to be treated. Both biological and engineering measures should be proposed in consultation with State Forest Department. Year-wise schedule of work and monetary allocation should be provided. CAT plan is to be completed prior to reservoir impoundment. Mitigations measures to check shifting cultivation in the catchment area with provision for alternative and better agricultural practices should be include.
9.2.2	Study of Design Earthquake Parameters: A site-specific study of earthquake parameters should be done. The results of the site-specific earth quake design parameters should be approval by National Committee of Seismic Design Parameters, Central Water Commission (NCSDP), New Delhi.
9.2.3	Dam Break Analysis and Disaster Management Plan: The outputs of Dam Break Model should be illustrated with appropriate graphs and maps clearly bringing out the impact of Dam break scenario. Provision for early warning systems should be provided.
9.2.4	Reservoir Rim Treatment Plan for stabilization of land slide/land slip zones if any, around the reservoir periphery to be prepared. Suitable engineering and biological measures for treatment of the identified slip zones to be provided with physical and financial schedule.

9.2.5	Muck Disposal Plan- suitable sites for dumping of excavated material should be identified in consultation with the State Pollution Control Board and Forest Department. All Muck disposal sites should be minimum 30 m away from the HFL of river. Plan for rehabilitation of muck disposal sites should also be given. The L- section/ cross section of muck disposal sites and approach roads to be given. Financial out lay for this may be given separately. Detailed muck transportation plan delineating the path ways, number of trucks, quantity of muck to be transported along with monitoring mechanism using latest technology, shall be prepared.
9.2.6	Plan for Restoration of quarry sites and landscaping of colony areas, working areas, roads, etc.
9.2.7	Command Area Development (CAD) Plan giving details of implementation schedule with a sample CAD plan.
9.2.8	In the EMP, also include a sample CAD plan for a distributary outlet command. Such a plan is to show the alignment of irrigation and drainage channels. The components of the OFD works to be undertaken may be clearly mentioned along with a time schedule for their completion vis-à-vis the progress of irrigation development.
9.2.9	Mitigating measures for impacts due to Blasting on the structures in the vicinity.

9.3.Socio - Economic Aspects

S. No	Terms of Reference
9.3.1	Resettlement and Rehabilitation (R&R) Plan need to be prepared with due consultation with Project Affected Families (PAFs). The provision of the R&R plan should be according to the National Resettlement and Rehabilitation Policy (NRRP-2007) as well as State Resettlement and Rehabilitation Policy. Detailed budgetary estimates are to be provided. Resettlements sites should be identified.
9.3.2	Public Health Delivery Plan including the provisions for drinking water facility for the local community.
9.3.3	Local Area Development Plan to be formulated in consultation with the Revenue Officials and Village Panchayats. Local skill development schemes should be given. Details of various activities to be undertaken along with its financial out lay should be provided.
9.3.4	Labour Management Plan for their Health and Safety.
9.3.5	Sanitation and Solid Waste Management Plan for domestic waste from colonies and labour camps etc.
9.3.6	Plan for Land Restoration and Landscaping of project sites.

9.4.Miscellaneous

S. No	Terms of Reference
9.4.1	Energy Conservation Measures.
9.4.2	Environmental safeguards during construction activities including Road Construction.
9.4.3	Ground Water Management Plan.
9.4.4	Water and Air Quality & Noise Management Plans to be implemented during construction and post-construction periods.

Additional Terms of Reference

N/A

Kutulisinga Irrigation Project (CCA: 2540 ha) in an area of 179.554 Ha located at Village Kutulisinga, Sub-District Thakurgarh, District Anugul, Odisha by M/s Chief Engineer Project Planning Formulation and Investigation – Terms of References (TOR) – reg.

The details of the project: -

The Project Proponent and the accredited Consultant M/s. R. S. Envirolink Technologies Pvt. Ltd., made a detailed presentation on the salient features of the project and informed that:

- i. Kutulisinga Irrigation Project is proposed across Kutuli nallah, a tributary to river Sindholijhar near village Kutulisinga in Athmallick block of Angul district in the state of Odisha.
- ii. The catchment area intercepted by the Kutulisinga Dam near village Kutulisinga accounts for 83.30 sq km and lies entirely within the state boundary of Odisha. No interstate issues are involved in the project planning.
- iii. Kutulisinga irrigation project is a reservoir project proposed in Mahanadi basin on Badajora nallah (Kutuli nallah) a tributary to river Sindholijhar near village Kutulisinga in Athmallick block of Angul district in the state of Odisha.

The head works comprise of:

- Earth dam of 323 m long and maximum height of 39.15 m.
 - A centrally located ogee crest type spillway, 33.0 m long, to be provided with 3 Nos 11 m x 8 m radial gates.
 - Two Head Regulators at both flank of the Dam for off taking of Left Main canal (11.344 km) and Right Main Canal (13.04 km).
 - Intake and water drawl arrangement is proposed for Drinking water supply of 8 Ham per month for a population of 25874 in the ayacut.
- iv. The geographical co-ordinate of the project is
Latitude: 20°48'20"N;
Longitude: 84°41'30"E.
 - v. **Land requirement:** Land Form, Land Use and Ownership Land is as under:

Land use	Forest Land (Ha.)	Private Land (Ha.)	Govt. Land (Ha.)	Total (Ha.)
Reservoir Submergence and head works	124.585			124.585
Canal system	29.353	11.104	14.512	54.969
Total	153.938	11.104	14.512	179.554

vi. **Demographic details in 10 km radius of project area:**

Total number of villages & towns	107
Number of Households	10744
Total Population	48687
Total number of Males	24419
Total number of Females	24268
Male/ Female (Sex) ratio	1006.22
Percentage of S.C population	12.18
Percentage of S.T Population	38.11
Percentage of Literates	62.40

vii. **Water requirement:**

Drinking water demand	0.96 MCM annually
Irrigation requirement	227.88 MCM annually
Total	228.84 MCM annually

viii. **Project Cost:** The estimated project cost is Rs 154.87 crore. Total capital cost earmarked towards environmental pollution control measures is Rs. 232.3 Lakhs and the Recurring cost (operation and maintenance) will be about Rs. 24.6 Lakhs.

ix. **Project Benefit:** Total Employment will be 550 persons during construction & 60 persons during operation phase.

x. **Environmental Sensitive area:** There are Satkosia Wildlife Sanctuary (4.779km).

xi. **Resettlement and rehabilitation:** No habitations are coming under submergence, therefore, there is no necessity for clearance of Resettlement and Rehabilitation.

xii. **Scheduled – I species:** Melursus ursinus, Elephas maximus, Vulpes bengalensis, Python molurus, Varnus bengalensis, Gracula religiosa.

xiii. **Alternative Studies:**

- The location of the project is site specific.
- Site alternatives have not been explored at the project planning stage.
- The proposed site is considered technically ideal for construction of dam with competent foundation strata.
- The Reservoir submergence area is 124.585 ha at FRL 201.00m which is considered minimum for storage of 2000 ham of water.
- The Dam and Reservoir submergence include 124.585 ha of Forest land. Even though there may be significant environmental impact due to the existence of 124.585 ha Reserve Forest land under the submergence, it would be addressed effectively by a competent conservation/Management Plan while considering the Forest diversion proposal.
- For the sake of ultimate development benefits in the form of Food security and

Drinking water facility, the proposed site finalized after ensuring environmental sustainability.

xiv. The salient features of the project are as under: -

• **Project details:**

Name of the Proposal	Kutulisinga Irrigation Project (CCA: 2540 ha)
Location (Including coordinates)	Village-Kutulisinga, Block-Athmallick, District-Angul, Odisha Coordinates: Latitude: 20° 48' 20" N Longitude: 84° 41' 30" E
Inter- state issue involved	NA
Seismic zone	II

• **Category details:**

Category of the project	A, as Satkosia wildlife sanctuary is located at a distance of 4.779 km from the project site.
Provisions	Kutulisinga irrigation project is a reservoir project proposed in Mahanadi basin on Badajora nallah (Kutuli nallah) a tributary to river Sindholijhar. The Project is featured with construction of 323 m long and 39.15 m height earth Dam. 33 m long concrete Spillway having 3 nos. of ogee crest gates, size: 11 m x 8 m; two nos of Head regulators at either side of Dam to lead the reservoir water through two main canal systems (LMC-11.344 km & RMC-13.04 km) for covering a culturable command area (CCA) of 2540 ha. provision for Drinking Water supply of 8 Ham per month for a population of 25874 in the ayacut.
Capacity / Cultural command area (CCA)	2540 ha
Attracts the General Conditions (Yes/No)	Yes. Satkosia wildlife sanctuary is located at a distance of 4.779 km from the project site.
Additional information (if any)	NA

- **Electricity generation capacity: Not Applicable**

- **ToR/EC Details:**

Cost of project	15487 Lakhs
Total area of Project	179.554 Ha
Height of Dam from River Bed (EL)	39.15 m
Length of Tunnel/Channel	33 m
Details of Submergence area	124.585 ha
Types of Waste and quantity of generation during construction/ Operation	Spoils will be generated during construction of dam and canals. Spoils from Base stripping, excavation of foundation etc. would account for about 3000MT.
E-Flows for the Project	
Is Projects earlier studies in Cumulative Impact assessment & Carrying Capacity studies (CIA&CC) for River in which project located. If yes, then a) E-flow with TOR /Recommendation by EAC as per CIA&CC study of River Basin. b) If not the E-Flows maintain criteria for sustaining river ecosystem.	30% in monsoon season, 20% in lean season and 25% in non-monsoon & non-lean season, to be followed corresponding to flow of 90% dependable year.

- **Muck Management**

No. of proposed disposal area/ (type of land-Forest/Pvt. land)	Mostly, the wastes from excavation activities will be reutilized for land levelling & construction of embankment, approach road etc. The remaining less quantity of solid waste will be disposed of at low lying area.
Muck Management Plan	• Precautionary measures such as covering of vehicles will be taken to avoid spillage & dust generation during transport of mucks. To ensure that the spills, which might result from the transport of muck materials do not impact the environment, it will be ensured that the carrying of muck will be done during day time only. • Workers/labourers shall be provided with PPE. The use of PPE at all time during works will be ensured.
Monitoring mechanism for Muck Disposal	Muck disposal at designated place will be monitored periodically by the project authority.

- **Land Area Breakup:**

Private Land	11.104 ha
Government land/Forest Land	14.512 ha/ 153.938 ha
Submergence area/Reservoir area	124.585 ha
Land required for project components	179.554 ha
Additional information (if any)	NA

- **Presence of Environmentally Sensitive areas in the study area:**

Forest Land/ Protected Area/ Environmental Sensitivity Zone	Yes/No	Details of Certificate / letter/ Remarks
Reserve Forest/Protected Forest Land	Yes	Dantarikhol RF-8.00 km Hatidhara RF-4.17 km
National Park	No	No National Park within 10 km radius of the project
Wildlife Sanctuary	Yes	Satkosia Wildlife Sanctuary (4.779 Km)

- **Court case details:** Nil

- **Status of other statutory clearances:**

Particulars	Letter no. and date
Certified EC compliance report (if applicable)	Not Applicable, Present proposal is Fresh application Status of Stage-I FC Stage I approval
Status of Stage-I FC	Stage I approval for the diversion of 153.938 ha Forest land was submitted to MoEF&CC vide Proposal No. FP/OR/IRRIG/77864/2020, Date 14.08.2025. The MoEF has raised observations on Dated-10/08/2025 addressed to the Addl. Chief Secretary (Forest) Govt. of Odisha. The Compliance of the observations raised by the MoEF &CC are being prepared & it is likely to be submitted to the DFO Athamallik by end of January 2026.
Additional detail (If any)	NA
Is FRA (2006) done for FC-I	No

• **Miscellaneous:**

Particulars	Details
Details of consultant	
Project Benefits	The project benefits considered are • Crop produces enhanced from 2130 Ton in Pre-Irrigation to 20068.8 Ton in Post- Irrigation with financial benefit of Rs 39.61 crores/Annum. • Drinking Water supply for 25874 populations. • 10% Upstream Reservation of Water for Industries. • Employment Generation and socio-economic Benefits.
Status of other statutory clearances	The Detailed Project Report has been accepted by CWC vide IR No 722 Dated-31/12/2012, with an instruction to re-submit the updated latest cost, BC Ratio, IRR and FRR of the project along with all statutory clearances to put up to TAC for approval.
R&R details	No habitations are coming under submergence, therefore, there is no necessity for clearance of Resettlement and Rehabilitation.
Additional detail (If any)	NA

5. TECHNICAL PROPOSAL SUBMISSION FORMS

ANNEXURE-2 A Covering letter (On Bidder's Letter Head)

Location..... Date

To
The Superintending Engineer,
Anugola Investigation Division,
Anugola

Dear Sir,

I, the undersigned, offer to the service for the proposed assignment in respect to your Request for proposal No technical proposal sealed under a separate envelope. Our proposal will be valid for acceptance Dated I hereby submit the proposal which includes this up to --- days and I am confirming that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and the statement made in this technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of the proposal submitted by us. Our proposal is binding upon us and subject to the modification resulting from contact negotiations.

I have examined all the information as provided in your request for proposal (RFP) and offer to undertake the service described in accordance with the conditions and the requirement of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre contact costs. In case, any provisions of this RFP/ToR including of our technical & financial proposal is to be deviated, then your department shall have rights to reject our proposal including forfeiture of the EMD absolutely. I confirm that, I have the authority to submit the proposal and clarify any details on its behalf.

I understand you are not bound to accept any proposal you receive. I remain, Yours faithfully,

Authorized Signatory with Date and Seal

Name & Designation:
Address of Bidder

Format-1

DECLARATION REGARDING NO BLACK LISTING BY GOVT./STATE GOVT./PSU IN INDIA

(To be executed on Rs.100/- stamp paper & attested by public notary /Executive Magistrate by the bidder)

I/We proprietor/partner(s) Director(s) of M/s hereby declare that the firm /company namely M/S..... has not been blacklisted or debarred in the past by any other Govt. of India organization/State Govt./PSU from the taking part in TENDER OR EMPANELMENT.

In case the above information found false I/We are fully aware that the EMPANELMENT application will be rejected/cancelled.

Signature.....

Name.....

Capacity in which assigned:

Name & address of the firm:

Format-2

Declaration: Regarding black listing by central Govt./State Govt./PSU in Tender

We conform that we are interested in competing for preparation of "project name" All the information provided here with is genuine and accurate.

Authorized person's signature

Name and Designation

Date of Signature

Note: The declaration is to be furnished on the letter head of the organization.

ANNEXURE-2B

Bidder's Organization (General Report)

SI No	Description	Full Details
01	Name of the Bidder/Consortium	
	Address for communication Tel: Fax: Email-id:	
	Name of the authorized person Signing & submitting the bid on behalf of the Bidder: Mobile No: Email id:	
	Registration/Incorporation Details Registration No: Date & Year:	
	Local office in Odisha yes, please furnish contact details:	
	Bid Processing Fee Details Amount: DD No: Date: Name of the Bank:	
	EMD Details Amount: DD No: Date: Name of the Bank	
	PAN Number	
	Goods and service Tax Identification Number (GSTIN)	
	Willing to carry out assignments as per the scope of the Work the RFP	
	Willing to accept all the terms and condition as specified in the RFP	

Signatory [In full and initials]:-

Designation with Date and Seal: -

ANNEXURE-2C

Bidder Organization (Financial Details).

Financial Information in INR

Details	FY---	FY---	FY---	FY---
Consulting Turnover (In Lakh)				

Supporting Document:

Audited certified financial statements for the last <Nos> FYs (to be decided accordingly) submission of copies of income & expenditure statement and balance sheet for the respective financial years is mandatory along with this form).

Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder.

Signature and seal of the company auditor with Date in Original

Authorized Signatory [In full initials with Date and Seal]:-

Communication Address of the Bidder: --

NB: No Scanned Signature will be entertained]

ANNEXURE-2D

(Bidder's past experience Details)

Table-1 (List of <Nos> completed assignments only of similar nature** in any sector during last <Nos> year)

Sl No	Period	Name of the assignment with details thereof	Name of the Client	Contract value (in INR) and Duration in Month	Date of Award/commencement of Assignment	Date of completion of assignment	Remarks if any
A	B	C	D	E	F	G	H
1							
2							
3							

Authorized Signatory [In full and initials]:-

Name and Designation with Date and Seal:

Note: Bidder are requested to furnish the list limited to <Nos> assignments of similar undertaken during the last <nos> Financial years (to be decided accordingly) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the work order/contract document/completion certificate from the previous clients need to be furnished along with the above Information.

ANNEXURE-3

Format for power of Attorney.

(On Bidder's Letter Head)

I _____, the _____ (Designation) of (Name of the Organization) in witness where certify that <Name of person is authorized to execute the attorney on behalf of Name of Organization, Designation of the persons of the company acting for and on behalf of the company under the authority Conferred by the <Notification/Authority order no Dated<date of references has signed this power of attorney at <place> on this day of <day><month>, <year>.

The signature of <Name of person in whose favour authority is being made under the attorney given below hereby certified.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of Bidder:

ANNEXURE-4

Information regarding any conflicting activities and declaration thereof.

Are there any activities carried out by your agency which are of conflicting nature as mentioned in action 2: [Information to the Bidder] under Pre-qualification Criteria: ~~para (5)~~. If yes please furnish details of any such activities. If no, please certify,

IN BIDDER'S LETTER HEAD

I, hereby declare that our agency as individual/as a member of any consortium is not indulged in any activities which can be termed as the conflicting activities as mentioned in section 2: [Information to the bidder] under pre-qualification criteria: ~~para (6)~~

I, also acknowledge that in case of misrepresentation of the information, our proposal/contact shall be rejected/termination by the client which shall be binding on us.

Authorized Signatory [In full and initials]:

Communication Address of the Bidder:

ANNEXURE-5
DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN
TO UNDERTAKE THE ASSIGNMENT.

[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, bid should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, he should highlight the problems being addressed and their importance, and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections]

A. Understanding of Scope, Objectives and Completeness of Response

Please explain your understanding of the scope and objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s) and the degree of detail of such output. **Please do not repeat/copy the ToR here.**

B. Description of Approach and Methodology.

- Key guiding principles for the study.
- Proposed Framework.
- Information matrix.
- Any other issues

C. Methodology to be Adopted

Explaining of the proposed methodologies to be adopted highlighting of the compatibility of the same with the proposed approach. This includes:

- Detail research design including sample design and estimation procedure.
- Field Process Protocol control
- Suggestive tools for data collection.
- Analysis of field data and preparation of reports
- Any other issues

D. Staffing and Study Management Plan

The bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Professionals responsible for it. Further, it is necessary to enlist of the activities under the proposed assignment with sub-activities (week wise). (Graphical representation)

Authorized Signatory [In full and initials): _____

Name and Designation with Date and Seal: _____

ANNEXURE-6
FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY
PROFESSIONAL.

1. Proposed Position:

(For each position of key professional, separate form will be prepared]

2. Name of Firm :

3. Name of Staff :

4. Date of Birth :

5. Years with Firm :

6. Nationality :

7. Education :

[Indicate college/ university and other specialized education of staff member, giving names of institutions, degrees obtained and dates]

8. Membership in Professional Associations :

9. Other Trainings

10. Countries of Work Experience :

11. Languages :

[For each language indicate proficiency: excellent, good, fair, or poor, in speaking, reading, and writing]

12. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held. For experience in last ten years, also give types of activities performed and Client references, where appropriate as per the prescribed format given below]

From [Year]	To [Year]
Procuring Entity Name:	
Position Held:	
Details of the Task Assigned [List all tasks to be performed under this Assignment/Job]	

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned. [Among the Assignment/ jobs in which the staff has been involved, indicate the following information for those

Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of the Project	
Year	
Location	
Name of the Client	
Project Feature	
Position Held	
Activities Performed	

Certification:

I, the undersigned, certify that to the best of my knowledge and belief that this C correctly describes my qualifications and past experiences. I will undertake this assignment for the full project duration in terms of roles and responsibilities assigned in the technical proposal or any agreed extension of activities thereof. I understand that any misstatement herein leads to disqualification of CV.

Date:

Signature of Key Professional with Date: _____

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

NB: CV write up may be restricted to a certain number of pages with quality information relevant to the key professional requirements. This will be easy in evaluating the resumes for short listing. The CVs needs to be jointly signed by the proposed professional and the authorized representative of the Bidder.

ANNEXURE-7
PROPOSED WORKPLAN TO CARRY OUT THE ASSIGNMENT.

	1	2	3	4	5	6
Sequence of Study Activities/ Sub Activities						

Indicate all main activities/sub activities of the proposed assignment including delivery of reports (Inception, and Final Reports) and other associate sub-activities

Authorized Signatory [In full and initials]:_____

Name and Designation with Date and Seal:_____

ANNEXURE-9
RELATIONSHIP DECLARATION.

To,

Superintending Engineer,
Anugola Investigation Division, Anugola,
At-New Irrigation Colony, Po-Hakimpada,
Odisha, Pin-759143

Subject : (Name of the Work)
Reference: (Bid Reference Number)

Sir,

It is to inform that I have relative(s) employed as an Officer in the rank of an Assistant Executive Engineer/ Under Secretary under the _____ Department. His (Their) details are as follows.

Relationship:Name:
Designation:Office:
Address:

I am to submit herewith the names of persons who are working under my firm having near relatives to any gazette officer in the rank of an Assistant Engineer/Under Secretary in the _____ Department.

Sl No	Name of my employee and his designation in the firm	Presently working at	Details of his relatives working in the Department
			Relationship: Name: Office: Address:
			Relationship: Name: Designation: Office: Address:

I am also duty bound to inform the relationship of any subsequent employment with any gazette officer in the rank of an Assistant Engineer/ Under Secretary under the Department. I am aware that any breach of this condition would render my firm liable for penal action for suppression of facts.

I am also duty bound to inform that I have no relations with any employee working in the rank of or above the rank of any Assistant Executive Engineer/Under Secretary under this Department of Water Resources, Govt. of Odisha.

Yours Sincerely,

NB:- Please strike out the para not applicable.

Signature of the Bidder

Annexure-10
PERFORMANCE BANK GUARANTEE

To,
The Superintending Engineer,
Anugola Investigation Division, Anugola.
Odisha-759143.

WHEREAS.....(Name and address of the Consultant) (hereinafter called "the Consultant") has undertaken, in pursuance of RFP No. _____ dated _____ to undertake the service _____ (description of services) (herein after called "the contract").

AND WHEREAS IT HAS BEEN STIPULATED BY _____ (Name of Client) in the said contract that the consultant shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.

AND WHEREAS we have agreed to give the consultant such a bank guarantee;

NOW THEREFORE We hereby affirm that we are guarantors and responsible to you, on behalf of the consultant, up to a total of _____ (amount of the guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the consultant to be in default under the contract and without cavil or argument any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified there in.

We hereby waive the necessity of your demanding the said debt from the consultant before presenting us with the demand.

We further agree that no change or addition to or r other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the consultant shall in anyway release us from any liability under this guarantee and we hereby waive notice of. any such change, addition or modification.

This performance bank guarantee shall be valid until the _____ day of _____, <Year> Our branch at Bhubaneswar (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and anv nart thereof under this Bank Guarantee only and only if you serve upon at our Bhubaneswar branch a written claim or demand and received by us at our Bhubaneswar branch on or before Dt. _____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank) Name and designation of the Officer Seal, Name & Address of the Bank & Branch.

<<Any Other Assignment Related Material mav also be included in the Annexure for the bidder>>

6.BID SUBMISSION CHECK LIST

Annexure-I

Sl. No.	Description	Submitted (Yes/no)	Page No.
TECHNICAL PROPOSAL (ORIGINAL + 1 COPY)			
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Covering Letter (ANNEXURE 2A)		
3	Bid Cost of Rs.6000.00		
4	Copy of Certificate of Incorporation / Registration of the Bidder		
5	Copy of PAN		
6	Copy of Goods and Services Tax Identification Number (GSTIN)		
7	Copies of IT Returns for the last 3 AYs		
8	General Details of the Bidder (ANNEXURE-2 B)		
9	Financial details of the bidder ((ANNEXURE-2 C) along with all the supportive documents such as copies of Profit-Loss Statement and Balance Sheet for the concerned period		
10	Power of Attorney (ANNEXURE-3) in favour of the person signing the bid on behalf of the bidder.		
11	List of completed assignments of similar nature (Past Experience Details) (ANNEXURE-2 D) along with the copies of work orders for the respective assignments		
12	Self-Declaration on Potential Conflict of Interest (ANNEXURE-4)		
13	Undertaking for not have been black-listed by any Central/ State Govt./ any Autonomous bodies during its business career (FORMAT-1 & 2).		
14	Performance Bank Guarantee (ANNEXURE-10)		
15	Description of Approach, Methodology & Work Plan (ANNEXURE-5)		
16	CV of Key Professionals (ANNEXURE-6)		
17	Work Plan (ANNEXURE-7)		
18	Association agreement duly signed by the authorized signatories, shall designate the roles of each partner (ANNEXURE-8T		
19	Relationship Certificate (ANNEXURE-9)		

Undertaking:

- All the information has been submitted as per the prescribed format and procedure.
- Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered along with index page.
- All pages of the proposal have been sealed and signed by the authorized representative.

Authorized signatory (in full and initials): _____

Name and Designation with Date and seal: _____

7.STANDARD FORM & FORM OF CONTRACT

Binding signature of client signed by

Superintending Engineer, Anugola Investigation Division

(for and on behalf of the Governor of Odisha).

Binding signature of consultant signed by

(for and on behalf of
of Directors Of _____)

. Duly authorized vide Resolution No. _____ dated _____ of the Board

In the presence of

Witnesses

I: FORM OF CONTRACT

This CONTRACT (here in after called the "Contract") is made the [day] of the month of [month], [year], between the Governor of Odisha acting through Department of Water Resources, Government of Odisha, Superintending Engineer, Anugola Investigation Division, Anugola (herein after called the "Client"), of the First Part and, [] (herein after called the "Consultant") of the Second Part.

[Note: If the Consultant consists of more than one entity. the above should be partially amended to read as follows: "... (Herein after called the "Employer") and, on the other hand, a joint venture/ association consisting of the following entities, namely, lead consultant [name of lead Consultant) and [name of Consultant/s] (hereinafter called the "Consultant").

WHEREAS

- (a) The Consultant, having represented to the "Client" that he has the required Professional skills, personnel and technical resources, has offered to Provide in response to the Tender Notice dated issued by the Client;
- (b) The "Client" has accepted the offer of the Consultant to provide the Services on the terms and conditions set forth in this Contract.

NOW, THERE FORE, IT IS HEREBY AGREED between the parties as follows:

1. The mutual rights and obligations of the "Employer" and the Consultant shall be as set forth in the Contract, in particular:

- (a) The Consultants shall carry out and complete the Services in accordance With the provisions of the Contract; and
- (b) The "**Employer**" shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be siox. in their respective names as of the day and year first above written.

Signed by ---

1. **Superintending Engineer, Anugola Investigation Division, Anugola**, for and on behalf of the Governor of Odisha

[Witnesses] [Authorized Representative]

(i)

In presence of [Witnesses]

(ii)

2. For and on behalf **[Authorized Representative]**

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

3. for and on behalf of each of the Members of the Consultant.

[Name of member] [Authorized Representative]

4. **[Name of member] [Authorized Representative]**

8. GENERAL CONDITION OF CONTRACT

1. GENERAL PROVISIONS

1.1 **Definitions:** Unless the context otherwise requires, the following terms Whenever used in this Contract have the following meanings:

- I. **"Applicable Law"** means the laws and any other instruments having the force of law in India for the time being.
- II. **"Consultant"** means any private or public entity that will provide the Service to the "Employer" under the Contract.
- III. **"Contract"** means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- IV. **"Day"** means calendar day.
- V. **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- VI. **"Foreign Currency"** means any currency other than the currency of the "Employer's" country.
- VII. **"GC"** mean these General Conditions of Contract.
- VIII. **"Government"** means the Government of India.
- IX. **"Local Currency"** means Indian Rupees.
- X. **"Member"** means any of the entities that make up the joint venture/association; and 'Member' means all these entities.
- XI. **"Party"** means the "Employer" or the Consultant, as the case may be and "Parties" means both of them.
- XII. **"Personnel"** means professionals, and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof, "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country, "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country, and 'Key Personnel' means the Personnel referred to in Clause GC 4.2a).
- XIII. **"Reimbursable expenses"** means all assignment-related costs (such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract).
- XIV. **"SC"** means the Special Conditions of Contract by which the GC may be amended or supplemented.
- XV. **"Services"** means the work to be performed by the Consultant pursuant to this Contract, as per Standard and Additional ToR.
- XVI. **"Third Party"** means any person or entity other than the "Employer/Client" or the Consultant.
- XVII. **"In writing"** means communicated in written form with proof of. Receipt.

1.2 Relationship between the parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the Consultant. The Consultant, subject to the Contract, has complete charge of Personnel and Sub- Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract:

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 Headings:

The headings shall not limit, after or affect the meaning of the Contract.

1.5 Notices:

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

A party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

- **Location:**

The Services shall be performed at such locations, as the "Employer" may approve.

1.7 Authorized Representatives:

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Employer" or the Consultant may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties:

The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India

1.9 Fraud and Corruption:

Definitions: It is the Employer's policy to require that Employers as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this. provision, the terms set forth below as follows:

(I) **"corrupt practice:** means the offering, receiving, or soliciting, directly or indirectly, or anything of value to influence the actions of a public official in the selection process or in contract execution.

(ii) "**Fraudulent practice**" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract.

(iii) "**Collusive practices**" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels.

(iv) "**Coercive practices**" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract.

1.10 Measures to be taken by the Employer.

(a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation.

(b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract.

1.11 Commissions and Fees.

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representatives, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT.

2.1 Effectiveness of Contract:

This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective:

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services:

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.4 Expiration of Contract:

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5 Entire Agreement:

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variation:

(a) Any modification or variation of the, terms and conditions of this Contract. including any. Modification or variation of the scope of the Service, may only be made by written agreement between the Parties. Pursuant to Clause GC 72 here of, however, each Party shall give due consideration to any proposals for Modifications or variations, made by the other party.

(b). In case of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition;

(a) For the purpose of the Contract, "Force Majeure" means an event which is beyond the responsible control of a Party, is not foreseeable. is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include;

(i) Any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or agents or employees, nor

(ii) Any event which diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract:

The failure of a Party to fulfil any of its obligations here under shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative

measures, all with the objective of carrying out the terms and conditions of this Contract.

2.8 Measures to be taken:

(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force measure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Employer". Shall either.

(i) Demobilize; or

(ii) Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorated basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.9 Suspension:

The "Employer" may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension

(i) Shall specify the nature of the failure, and

(ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9.1 Termination;

By the "Employer" The "Employer" may terminate this Contract in case of the occurrence of any. of the events specified in paragraphs (a) through (b) of the Clause GC 2.9.1.

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension of within such further period as the "Employer" may have subsequently approved in writing.

(b) If the Consultant becomes (or, if the Consultant consists of more than one of such entity, if any of its members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

- (d) If the Consultant, in the judgment of the "Employer" has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the "Employer" is false statement which has a material effect on the rights, obligations or interests of the "Employer".
- (f) If the consultant place itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the "Employer".
- (g) If the Consultant fails to provide the quality services as envisaged under the Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.
- (h) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Service for a period of not less than sixty (60) days).
- (I)) If the "Employer", in its sole discretion and for any reason whatsoever, decides to terminate this Contract. In such an occurrence the "Employer" shall give a note less than thirty (30) days written notice of termination to the Consultants, and sixty (60) days in case of the event referred to in (h).

2.9.2 By the Consultant:

The Consultant may terminate this Contract, by not less than thirty (30) days written notice to the "Employer". In case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- (a) If the "Employer" fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Service for a period of not less than sixty (60) days.
- (c). If, the "Employer" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC8 hereof.
- (d) If, the "Employer" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the "Employer" of the Consultant's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations:

Upon termination of this Contract pursuant to Clause GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except

- (I) Such rights and obligations as may have accrued on the date of termination or expiration,
- (ii) The obligation of confidentiality set forth in Clause GC 3.3 hereof,
- (iii) The Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and

(iv) Any right which a Party may have under the Law.

2.9.4 Cessation of Services:

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the "Employer", the Consultant shall proceed as provided, respectively, by clause GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination:

Upon termination of this Contract pursuant to Clauses GC 2.9.1 hereof, the "employer shall make the following payments to the Consultant.

(a) If the contract is terminated pursuant to Clause 2.9.1 (g) (h) or 2.9.2, remuneration pursuant to Clause GC6.3(h)

(i) hereof for Service satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)

(ii) Hereof for expenditures actually and reasonably incurred prior to the effective date of termination.

(b) If the Contract is terminated pursuant to Clause 2.9.1 (a) to (j), the consultant shall not be entitled to receive any agreed payments upon termination to the contract. However, the "Employer" may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant Will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.6 Disputes about Events of Termination:

If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may within Thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATION OF THE CONSULTANT:

3.1 General

3.1.1 Standard of Performance:

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act. in respect of any matter relating to this Contract or to the Services, as faithful adviser to the "Employer", and shall at all times support

and safeguard the "Employer's" legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Conflict of Interests: The Consultant shall hold the "Employer's" interest's paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seeks its instructions.

3.1.3 Consultant not to benefit from Commissions, Discounts, etc:

(a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods, works or services, the Consultant shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the "Employer".

3.1.4 Consultant and Affiliates Not to Engage in Certain Activities:

The Consultant agrees that, during the term of this Contract and after its termination. The Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.1.5 Prohibition of Conflicting Activities: The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under. this Contract.

3.1.6 Confidentiality: Except, with the prior written consent. of the "Employer" the Consultant and the Personnel shall not at any time communicate to any person or entity. Any: confidential information did not acquire in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.1.7 Insurance to be taken out by the Consultant:

The Consultant

(i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at

their (or the Sub-Consultants', as the case may be) Own cost but on terms and conditions approved by the "Employer", insurance against the risks, and for the coverage specified in the SC, and

(ii) At the "Employer's" request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.1.8 Accounting, inspection and Auditing:

The Consultant

(i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and

(ii) shall periodically permit the "Employer" or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Employer" or the Employer, if so required by the "Employer" or the Employer as the case may be.

3.1.9 Consultant's Actions Requiring "Employer's" Prior Approval:

The Consultant shall obtain the "Employer's" prior approval in writing before taking any of the following actions.

(a) Any change or addition to the Personnel.

(b) **Subcontracts:** The Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the Consultant to provide a replacement, with qualifications and experience acceptable to the "Employer" or to resume the performance of the Services itself.

3.2 Reporting Obligations:

The Consultant shall submit to the "Employer" the reports and documents in six sets and additional if any as required by the "Employer" in the form of both hard copy and soft copy.

3.3 Documents Prepared by the Consultant to be the Property of the "Employer":

All plans, drawing, specifications, designs, reports, other documents and software prepared | by the Consultant for the "Employer" under the Contract shall become and remain the property of the "Employer", , and the Consultant shall, not later than upon termination or expiration of t this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purpose of development of any such computer programme the Consultant shall obtain the "Employer's" prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of

the programs concerned.

3.4 Equipment and Materials provided by the Consultants:

Equipment or materials brought into the Government's country by the Consultant and the Personnel and used either for the Project or personnel use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. OBLIGATIONS OF THE "EMPLOYER".

4.1 Assistance and Exemptions: Unless otherwise specified in the SC, the "Employer shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the: Consultant Sub-Consultants or Personnel to perform the Services.
- (b) Arrange for the Foreign Personnel to be provided promptly with all necessary e and exit visas, residence permits, exchange permits and any other document required for their stay in India.
- (c). Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Provide: to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

4.2 Change in the Applicable Law Related to Taxes and Duties:

If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

4.3 Payment:

In consideration of the Services performed by the Consultant under this Contract, the "Employer" shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

4.4 Counterpart Personnel:

- (a) If necessary, the "Employer" shall make available to the Consultant free of charge such professional and support counterpart personnel to be nominated by the "Employer" with the Consultant's advice, if specified in Appendix E.
- (b) Professional and support counterpart personnel, excluding "Employer" s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied

by such member, the Consultant may request the replacement of such member, and the "Employer" shall not unreasonably refuse to act upon such request.

5. PAYMENTS TO THE CONSULTANT:

5.1 Currency of Payment:

All payments shall be made in Indian Rupees. [In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees].

5.2 Terms of Payment:

The payments in respect of the Services shall be made as follows:

Sl. No	Deliverable	% of total payment
1	On completion of Social Impact Survey, Environmental Study & Environmental Impact Assessment (study report to be submitted).	20
2	On completion of Mitigation Measures, Environmental & Social Management Plan (study report to be submitted).	15
3	On completion of all Additional studies and Resettlement of Action Plan (study report to be submitted).	15
4	On submission of Reports to MoEF & CC, completion of Review of documents. completion of meetings and presentation, submission of compilation report to observations.	20
5	After obtaining Environmental clearance	30

a) The consultant shall submit the invoice for payment when the payment is s due as per the agreed terms. The payment shall be released as per the work-related milestones achieved and as per the specified percentage as per GC 5.2.

Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer Shall releases the payment to the consultant without further delay.

6. Fairness and good faith to be adopted:

6.1 Good Faith: The Parties under take to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures t0 ensure the realization of the objectives of this Contract.

6.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract. and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them. and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating un fairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action give rise to a dispute subject to arbitration

in accordance with Clause GC6 hereof.

7. Settlement of Disputes.:

7.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days or the dispute cannot be amicably settled within 45 days following the response of that party, GC 6.2 shall become applicable.

7.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Client and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration. Under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3(three) arbitrators, one each to be appointed by the Client and the Consultant the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Department. The (Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

Arbitration proceedings shall be held in India at the place indicated and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Client and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state there as on for the award).

7.3 Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

7.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

8. Liquidated damage to be adopted:

Pl refer Governing Law and Penalty Clause at clause No 5.14 of *Instruction to Bidders*.

9. Miscellaneous Provisions.

(i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate

as waiver thereof.

(iii) The Consultant shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

(iv) Each member/ constituent of the Consultant shall be jointly and, severally liable to and responsible for all obligations towards the Employer / Government performance of works/ services including that of its Associates under the Contract.

(v) The Consultant shall at all times indemnify and keep indemnified the Employer) Government of India against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

(vi) The Consultant shall at all times indemnify and keep indemnified the Employer/ Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant's) employees or agents or by any action, omission or operation conducted by or on behalf of the consultant.

(vii) The Consultant shall at all times indemnify and keep indemnified the Employer / Government of India against any and all claims by Employees, Workman, and sub-Suppliers, agent(s), employed engaged or otherwise working for the, in respect of wages, salaries, remuneration, compensation or the like.

(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.

(ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

9. SPECIAL CONDITIONS OF CONTRACT

SC Clause	Ref. Of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.5	The addresses are
		1. Employer: Attention: Email:
		2. Consultant: Attention: Email:
2.	1.8	The Authorized Representatives are: For the Employer: Superintending Engineer, Anugola Investigation Division, Anugola. For consultant:
3	2.2	The time period shall be one month.
4	2.3	The time period shall be one month.
5	2.4	The time period shall be six months.
6	5.3	For time-based contracts, remuneration will be paid monthly basis subjected to acceptance by the Employer. The following percentage will be deducted from each monthly bill raised by the Consultant at the time of releasing the payment by the Employer. Security Deposit: 3% (Three percent) to be released after 1 year of successfully completion of the assignment & closure of contract. Income Tax: 2% (Two percent) or as applicable from time to time. G.S.T.: 2% (Two percent) as TDS. (Or As applicable).

Binding Signature of Employer Signed by _____

(For and on behalf of the Governor of Odisha)

Binding Signature of Signed by _____

(For and on behalf of _____ duly authorized vide Resolution No. _____)

Dated _____ of the Board of Directors of _____).

In presence of

(Witnesses)