GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES

TENDER DOCUMENT
TECHNICAL BID

FOR THE WORK

Socio-Economic survey & preparation of R&R plan for the project affected villages of Champalijore irrigation project under Sambalpur District of Odisha.

SUPERINTENDING ENGINEER
ANUGOLA INVESTIGATION DIVISION,
ANUGOLA

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SECTION – I

DETAIL NOTICE INVITING TENDER

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

Email Id- seidangul@gmail.com

Government of Odisha "e" PROCUREMENT NOTICE

Bid Identification No. SEID-AGL- 48 OF 2026-27

The Superintending Engineer, Anugola Investigation Division, Anugola on behalf of the Governor of Odisha invites **percentage-rate bids through the single-cover system from eligible agencies** as detailed below:

1	Name of work	:	Socio-Economic survey & preparation of R&R plan for the project affected villages of Champalijore irrigation project under Sambalpur District of Odisha.
2	Eligibility of Agency	:	Consultancy Firm/ Company/ LLP/ Society/ Trust/ Research Institution duly empaneled by the Department of Revenue & Disaster Management, Government of Odisha.
3	Bid Cost	:	Rs. 6,000/- each to be transferred online (non-refundable)
4	E.M.D.	:	Rs.22,070/- to be submitted online.
5	Period of completion	:	06 (Six)
6	Availability of tender Documents and online submission bids	:	**From 1:00 PM of 29.10.2026 to 1:00 P.M of 12.11.2026** in the website **(www.tendersodisha.gov.in)**
7	Date & time for opening of bids	:	**13.11.2026 at 11:00 AM** and onwards.
8	Name and Address of Officer Inviting Tender (OIT)	:	Superintending Engineer, Anugola Investigation Division, Anugola, At-New Irrigation Colony, PO-Hakimpada, Dist:- Anugola, PIN-759143 Odisha. e-mail Id- seidangul@gmail.com

Further details can be seen from the e-procurement portal of Government Odisha at www.tendersodisha.gov.in). Any addendum/corrigendum/cancellation of tender can also be seen in the said site.

Sd/-
Superintending Engineer
Anugola Investigation Division,
Anugola.

1. The bid must be accompanied with required EMD/Bid Security and Cost of Tender Documents specified for the work through ONLINE mode only. The bidder shall transfer the required amount through electronic payment mode like Internet Banking/ NEFT/RTGS of designated banks (SBI/ICICI Bank/HDFC Bank) and their Aggregator Banks as per Works Dept. Office Memorandum No. 17254 /W Dt.05.12.2017. Only those bidders who successfully remit the EMD/Bid Security and cost of tender documents on submission of bids would be eligible to participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. The Tender Inviting Authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.

2. EMD will be refunded to the unsuccessful bidder only after the work is awarded and contract signed with successful bidder.

3. Exemption of EMD is not allowed.

4. Bid document consisting of qualification, information and eligibility criteria of bidders and schedule of quantities along with rates of the works are available in web-site www.tendersodisha.gov.in and the set of terms and conditions of contract and other necessary documents can be seen in the web-site till last date of availability of tender online for bidding.

5. The bids for the works shall remain valid for a period of 90 days from the last date of receipt of bids. If any bidder / tenderer withdraws his bid / tender before the said period or makes any modification in the terms and conditions of the bid, the EMD deposited at the time of submission of tender shall stand forfeited.

6. (i) Price Preference: If the tender rate quoted by an eligible SC/ST contractor is within 10% of the rate quoted by the lowest tenderer (L1), the work may be considered for award to such SC/ST contractor at the lowest tendered rate, subject to fulfillment of all other tender conditions and applicable Government rules (Works Department Resolution No. 16262/W dated 30.10.2018).

(ii) Security Deposit: The Earnest Money, Initial Security and Performance Security payable by eligible SC/ST contractors shall be at half the usual prescribed rate, subject to the applicable Government rules and conditions.

(iii) The bidder intending to avail the above concessions shall furnish the required SC/ST registration certificate and affidavit/declaration along with the bid documents, as prescribed in the Detailed Notice Inviting Tender.

7. Additional Performance Security (APS)
APS shall be obtained from the selected bidder, wherever applicable, as per the latest Works Department O.M. on APS, superseding O.M. No. 173 dated 03.01.2026, O.M. No. 632/W dated 09.01.2026 and Corrigendum No. 14560/W dated 11.08.2026.

7.1 Calculation of APS
APS shall be calculated on the accepted Bid Price based on the Rounding Off of Percentage Less (ROPL), as follows:
(i) ROPL up to 10%: No APS.
(ii) ROPL above 10% but below 20%: 0.2% of the accepted Bid Price for every percentage point below 10%.
(iii) ROPL of 20% to below 30%: 2% of the accepted Bid Price plus 0.3% for every percentage point below 20%.
(iv) ROPL of 30% or more: 5% of the accepted Bid Price plus 0.5% for every percentage point below 30%.

The percentage less shall be rounded to the nearest whole percentage: fractions below 0.50 shall be rounded down and fractions of 0.50 or above shall be rounded up.

7.2 Abnormally Low Bids
Abnormally low bids shall be scrutinised as per Para 6.3.15 of OPWD Code, Volume-I. The bidder may be required to submit a detailed price justification. A bid may be rejected if the bidder fails to demonstrate the capability to perform the contract at the quoted price. No fixed percentage below the estimated cost shall automatically constitute an abnormally low bid.

7.3 Applicability and Refund
APS shall apply to all forms of tender except Turnkey Tender, as per the applicable O.M. It shall be treated as part of the Performance Security and refunded within seven (07) days of issuance of the Completion Certificate/Provisional Completion Certificate, as applicable.

8. Other details including details of Portal Registration, Submission of Bid, Resubmission and Withdrawal of Bid can be seen in the bidding document which is available in web-site www.tendersodisha.gov.in.

9. Any addendum / corrigendum /cancellation of above tender will be published in the web-site www.tendersodisha.gov.in. The system shall generate a mail to those bidders who have already uploaded their tenders and those bidders if they wish, can modify their tenders.

10. The authority will not be held responsible for any technical problem/failure of network/ Malfunction or Interruption of server during the schedule dates of online bidding.

11. The on-line bidder shall digitally sign on all statements, documents, certificates uploaded by him owning responsibility for their correctness/authenticity as per IT ACT 2000. If any of the information is found to be false/fabricated/bogus, his/her EMD/Bid Security shall stand forfeited and his/her registration in the portal shall be blocked and bidder is liable to be blacklisted.

12. The bidder should mention his/her valid E-Mail Address/Phone No. in the separate sheet for communication regarding the tender.

13. All the existing provision of OPWD Code with amendment from time to time will be applicable in deciding the tender. All correspondence regarding the tender process will be communicated by valid E-mail address provided in the tender website. All bidders are requested to check their E-mail from time to time regarding the tender. No claim whatsoever will be entertained for non-receipt of communication in hard copy.

14. Amendment to Para 3.5.18 of OPWD code vol-I & rule-29 of Appendix-IX of OPWD code Vol-II “The single tender received in 1st call shall be cancelled without opening of the bid & fresh tender will be invited “as per Office Memorandum No. 16 dt. 01.01.2015 of Works Department Govt. of Odisha and as per “Works Department O.M. No. 16, dt. 01.01.2015 implies that single tender received in the first call shall be cancelled without opening of bid and in case when more than one tender has been received in the first call and only a single tender is found to be responsive, the same is also liable to be cancelled due to lack of competitive price bidding. (Vide lr. No. 4410 dt. 19.02.2018 of DOWR & Memo no. 4714 dt. 13.02.2018 of the E.I.C., W.R., Bhubaneswar.

15. Agreement shall be drawn only after due verification of ISD & APS of the successful bidder. If any fake documents are detected, criminal proceedings will be initiated against the defaulting bidder and action will be initiated for black listing through the license issuing authority.

16. Imposition of penalty in EOT/Deviation in case of complete work will be as per the DOWR Lr. No.699 dt. 07.01.2021.

17. Authority reserves the right to reject any or all the tenders without assigning any reasons thereof. No Tenderer can demand the cause of rejection of his offer.

18. A bidder can submit only one bid for a particular work, submission of more than one bid by a bidder for a particular work will liable for rejection of all such bids.

19. Joint Venture is not acceptable.

20. Time is the essence of the Contract; the bidder shall endeavor to complete the contract within the contractual period by all means. However, under unforeseen circumstances for reasons not attributable to the contractor, Authority reserves the right to extend the contract period.

1. DATA SHEET

Sl. No.	Particular	Details
1.	Name of the Client	Superintending Engineer, Anugola Investigation Division, Anugola. At- New Irrigation Colony, PO-Hakimpada, Anugola PIN-759143
2.	Method of Selection	The Agency will be selected by the Least Cost Selection (LCS).
3.	Date & Time of Issue of Bid	29.10.2026 at 1:00 P.M
4.	Submission of Bid Due Date & Time	12.11.2026 at 1:00 P.M
5.	Date & Time of opening of Bid	13.11.2026 at 11:00 A.M
6.	Place of Sale, Receipt of Bid	Online through e-procurement portal i.e. "https://tendersodisha.gov.in"
7.	Place of Opening of Bid	O/o the Superintending Engineer, Anugola Investigation Division, At- New Irrigation Colony, PO-Hakimpada, Anugola PIN-759143
8.	Cost of Bid Document	Rs. 6,000/- to be transferred online (non-refundable)
9.	Bid Validity-	90 days from last date of submission of bid
10.	Earnest Money Deposit (EMD)	Rs.22,070/-
Further detail conditions can be seen from e-procurement portal "https://tendersodisha.gov.in"		

SECTION – II

PREFACE (ABOUT THE PROJECT)

Introduction:

The Champalijore Irrigation project is one of the medium irrigation projects envisages construction of a reservoir across Champalijore Nallah in Brahmani Basin near village Penthabahal in Rairakhol Sub-division of Sambalpur District intercepting the catchment area of 189.00 Sq.k.m. The project will provide irrigation to 5600 Ha. of C.C.A. out of 7000 Ha. of G.C.A. in the draught prone area under Naktideula Block of Sambalpur district. Total Forest land 399.772 Ha. is required for construction of the project. Total 7 No. of villages to be submerged (Partly) due to construction of the project.

SALIENT FEATURES

1.	**GENERAL**		
(i)	State.	:	Odisha.
(ii)	District.	:	Sambalpur.
(iii)	Sub-Division.	:	Rairakhol.
(iv)	Block	:	Naktideul
(v)	Village.	:	Penthabahal.
(vi)	River	:	Champalijore Nallah a Tributary of Tikira.
(vii)	Basin	:	Brahmani
2.	**LOCATION.**		
(i)	Latitude.	:	21°13'51"N
(ii)	Longitude.	:	84°30'16.6"E
(iii)	Topo Sheet.	:	73 C/8, 73 C/11 and 73 C/12.
(iv)	Nearest Railway station.	:	Rairakhol of E.Co.R (30Km. to Project site).
(v)	Nearest Air Port.	:	Biju Pattnaik International Airport, Bhubaneswar.
(vi)	Distance from State Capital to Project site.	:	275.00 Km.
3.	**HYDROLOGY.**		
	I. Catchment area.	:	189.00 Sq. Km.
	II. Rainfall.		
	(a) Max. annual monsoon rainfall.	:	2200.00 mm.
	(b) Min. annual monsoon rainfall.	:	836.00 mm.
	(c) 75% dependable year monsoon rainfall.	:	1244.00 mm.
	(d) Net 75% dependable yield.	:	6106.00 mm.
	(e) Design Flood discharge.	:	1887.00 Cumecs.
4.	**RESERVOIR.**		
	I. Gross storage at FRL.	:	5073.00 Ham.
	II. Dead storage capacity.	:	297.00 Ham.
	III. Live storage capacity.	:	4776.00 Ham.
	IV. Full Reservoir Level.	:	188.00 m
	V. Dead Storage Level.	:	180.81 m.
	VI. Top Bank Level.	:	193.50m.
	VII. Submerged area of FRL/ MWL.	:	777.332 Ha.
	VIII. Number of villages to be affected	:	7 Nos
	IX. Length of N.H. to be submerged.	:	3.0 K.M.
5.	**D A M.**		
	I. Type.	:	Homogeneous Earth fill Dam.
	II. Length of Earth Dam.	:	1000.00 m.
	III. Maximum height.	:	20.00 m.
	IV. Top width.	:	6.00 m.

6. SPILLWAY.

I. Location & Type.	:	Central Spillway & Ogee Crested.
II. Length of Spillway.	:	85.75 m.
III. Crest level of Spillway.	:	184.50 m.
IV. Size of Gate.	:	12.0 m. x 6.0 m.
V. Numbers of Bays.	:	6.0 Nos.

7. DISTRIBUTION SYSTEM.

I. G.C.A.	:	7000 Ha.
II. C.C.A.	:	5600 Ha.
III. Percentage of CCA & GCA.	:	80.0 %
IV. Intensity of Irrigation during Khariff	:	90.0 %
V. Intensity of Irrigation during Rabi.	:	30.0 %
VI. Area to be irrigated during Khariff.	:	5040 Ha. | 6720 Ha.
VII. Area to be irrigated during Rabi.	:	1680 Ha.
VIII. Annual irrigation.	:	6720 Ha.
IX. Annual intensity of irrigation.	:	120 %
X. Utilization factor.	:	70.21 %
XI. Length of Right Main Canal.	:	26.20 Km.
XII. Number of villages to be benefited.	:	24 Nos. in Naktideula Block under Rairakhol Revenue Sub-division.

8. BLOCKS TO BE BENEFITTED. : Naktideula Block in Sambalpur Dist. = 5600 Ha. CCA.

SUBMERGENCE.

Total land to be submerged due to construction of the Project is 777.332 Ha.

Land required for reservoir and head works.

(a) Private land	=	139.89 Ha.
(b) Revenue land	=	237.67 Ha.
(c) Forest land	=	399.772 Ha.
Total	=	777.332 Ha.

Length of NH to be submerged = 3 K.M.

Total 7 Nos. of villages will be affected due to construction of the project.

Partly affected = 7 Nos.

(1) Majhipal.
(2) Charadapasi.
(3) Kausipal.
(4) Tileimal.
(5) Similipal.
(6) Penthabahal.
(7) Saradhapur.

No. of families to be affected = 421 Nos.

(1) S.T. = 97 Nos.

(2) S.C. = 06 Nos.

(3) General = 318 Nos.

Population to be affected.

(1) S.T. = 364 Nos.

(2) S.C. = 86 Nos.

(3) General = 947 Nos.

Total = 1340 Nos.

SECTION – III

INSTRUCTIONS TO BIDDERS (ITB)

1	General Instructions:	1.1	Department of Water Resources has invited tender for Socio-Economic survey & preparation of R&R plan for the project affected villages of Champalijore irrigation project under Sambalpur District of Odisha.
2	Definitions:	2.1	**Government / Owner:** Means the Government of Odisha/ Department of Water Resources.
		2.2	**Engineer/Engineer-in-Charge:** Means the Superintending Engineer, in-charge of the work, specified parts of the works under the supervision of Assistant Executive Engineer to whom the Engineer-in- charge may delegate certain duties, acting separately within the scope of the particular duties entrusted to them. The agency will be given a copy of the authorization designating the Engineer-in-charge by designation and delegating him his authority at the time when contract is signed. It is however, to be distinctly understood that, no delegation of powers shall be made to such assistants or subordinates, except in respect of supervision to ensure compliance of the contract conditions.
		2.3	**"Project"** shall mean "Socio-Economic survey & preparation of R&R plan for the project affected villages of Champalijore irrigation project under Sambalpur District of Odisha over a period.
		2.4	**"Tender"** shall mean document consisting of ITB, GCC, Scope of Works, Qualification Criteria, Bid submission forms, Price bid and Contract forms & Annexures for submission of bid.
		2.5	**"Bid"** shall mean documents in prescribed FORMS submitted in pursuance to tender document.
		2.6	**"Bidder"** shall mean one Consulting Agency for Socio-Economic survey & preparation of R&R plan, who quotes against this bid document, issued by the Owner and shall include his heirs, legal representatives, successors and permitted assigns.
		2.7	**"Validity of the Bid":** the bidder shall keep the bid unchanged (that is, the Bidder shall remain committed to perform the full scope of the work and responsibilities as defined in tender as per his/her bid) during the period indicated in ITB as the "period of validity of bid", or in any extended period as agreed to by the bidder.

		2.8	**"LOA" i.e. "Letter of Award"** shall mean the official letter issued by the Owner notifying the Bidder that his/her bid has been accepted and it shall include amendments thereto, if any, issued by the Owner.
		2.9	**"Month"** shall mean the calendar month and **"Day"** shall mean the calendar day.
		2.10	**"Contract"** shall mean the agreement signed by the Authorized representatives of Owner and the Selected bidder covering "the GCC, Scope of Works & Price Bid submitted by the Bidder, Letter of Award" including amendments and clarifications thereto, if any, issued by the Owner.
		2.11	**"Effective Date of the Contract"** shall mean the date of issue of Letter of Award for the work contract to the Bidder.
		2.12	**"Works Contract"** shall mean contract awarded for Socio economic survey & preparation of R&R Plan of Champalijore Irrigation Project in Sambalpur District.
		2.13	**"Person"** Word imparting **'Person'** shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.
		2.14	**"Other Terms & Expression"** Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.
3.	Scope of Work	3.1	**Note: Refer Section-V.** i. The detailed Scope of Works
4.	Eligibility of the Bidder	4.1	The agency must be empaneled by the Dept. of Revenue & Disaster Management, Govt of Odisha for conducting Socio Economic Survey of Irrigation Projects in Odisha as per guidelines of RFCTLARR Act' 2013, Govt of India & Odisha Right to Fair Compensation & Transparency in Land Acquisition R & R Rule' 2016.
5.	Documents Comprising the Bid	5.1	Valid document indicating empaneled certification.
6.	Last Date and Time of submission of Bid	6.1	On-line Date.:12.11.2026 & Time: up to 1:00 P.M

7.	Cost of Bidding/ Cost of Bidding Document/ EMD	7.1	The Bidder shall bear all costs associated with the preparation of the bid and submission of its Bid and OWNER shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
	Cost of bidding Document	7.2	The bidder shall pay Rs.6000/- (non-refundable) through on-line transfer in favor of Superintending Engineer, Anugola Investigation Division, Anugola.
	EMD/Bid Security	7.3	The bidder shall pay Rs.22,070/- as EMD along with the Bid through on-line transfer in favor of the Superintending Engineer, Anugola Investigation Division, Anugola. 6.3.1 The EMD must be paid in full without concession. 6.3.2 The EMD will be retained in the case of successful bidder and will not carry any interest and will be dealt with as provided in the bid. 6.3.3 EMD will be refunded to the unsuccessful bidder only after the work is awarded and contract signed with successful bidder. 6.3.4 The EMD shall be forfeited a. If the Bidder withdraws the Bid during the validity period of Bid. b. In case of successful Bidder, if he fails to submit ISD @ 2% of Agreement value within the stipulated period as specified in the Detailed Notice Inviting Tender. c. In the case of a successful Bidder, if he fails to sign the Contract for whatever the reason. 6.3.5 If required, the owner may request to extend the bid validity period. In such case the validity period of the EMD may be extended by the bidder for a further period as requested by the owner if the bidder agrees to extend the validity period of the bid. 6.3.6 In case of forfeiture of E.M.D., bidder shall be disqualified and shall not be allowed to bid for further work under the department for a period of three years.
8.	Alternative Bids	8.1	The Bid shall be submitted strictly as per the tender requirement and as per the prescribed format. Alternative price bids shall be rejected.

9.	Amendment of Bidding document	9.1 9.2 9.3 9.4 9.5	At any time prior to the deadline for submission of the Bids, OWNER may amend the Bidding Document by issuing addenda. All the clarifications requiring amendment will be consolidated and shall be hoisted on the e-procurement portal(www.tenderodisha.gov.in) as amendment(s) to the Bid document. OWNER, at its discretion for any reason at its own initiative may add, modify or remove any element of the Services entirely or any part thereof from the bid document till the time of deadline for submission of bid. In order to provide prospective Bidders reasonable time to take the amendments into account in preparing their bids, OWNER may, at its discretion, extend the last date for the submission of Bids. Any addendum issued shall be part of the Bidding Document and shall be uploaded in the e-procurement portal.
10.	Currencies of Bid	10.1	Bidders shall quote their bid price in Indian Rupees only.
11	Bid Price	11.1 11.2	The bidder shall upload their offer /bid price in the designated place of e-procurement portal in the intelligent excel format. Except as provided in sub-clauses herein above, OWNER shall reject the Price Bid if the same contains any other computational or arithmetic discrepancy or error.
12.	Period of Validity of Bids	12.1	Bids shall remain valid for 90 days from the due date of submission of the Bids. A Bid valid for a shorter period shall be rejected by OWNER as non-responsive.
13.	Dateline for Submission of Bids	13.1 13.2	Bidders shall upload their bids in designated places in the e-procurement portal (www.tenderodisha.gov.in) only. **Offline tenders shall not be accepted.** OWNER may, at its discretion, extend the dateline for the submission of Bids by amending the Bidding Document, in which case all rights and obligations of OWNER and Bidders shall stand for the extended dead line as it stood for the original dead line.
14.	Late Bids	14.1	Online bids after the last date of submission of bid will not be entertained by the e-procurement portal.
15.	Withdrawal, Substitution, and Modification of Bids	15.1	No Bid shall be withdrawn, substituted, or modified after the dateline for submission of bids.
16.	Bid opening	16.1	OWNER shall conduct the opening of Bid through on-line in the presence of Bidders' representatives who choose to attend, at the address, date and time specified in the Bid Documents.
17.	Date, Time & Place of Opening of the Bid	17.1	On-line Date.:13.11.2026 at 11:00 A.M onwards O/o the Superintending Engineer, Anugola Investigation Division, At-Matiasahi,PO-Hakimpada, New Irrigation Colony, Anugola PIN-759143

18.	Responsiveness and Evaluation of Bid.	18.1	A substantially responsive Bidder is one that conforms to all the terms, conditions, specifications of the Bidding Document without material deviation, reservation, or omission and that agrees to provide services as per the scope of work.
		18.2	All pages of the bid should be digitally signed by the bidder. The bid should conform to all conditions of bid submission laid down in ITB including full and unconditional compliance of ITB clauses No. 4, 5, 7, 8, 12, 13 and 14.
		18.3	Accordingly, OWNER shall determine substantially responsive bidder.
		18.4	OWNER shall examine the Bids to establish that all terms and conditions specified in the Bid have been accepted by the Bidder without any material deviation or reservation.
		18.5	OWNER shall evaluate the the Bid submitted by the Bidder, to establish that all requirements specified in the Scope of Work and quality & quantity of Manpower of the Bidding Document has been met without any material deviation or reservation.
19.	Award Criteria	19.1	The Owner shall award the Contract to the lowest evaluated responsive bidder (L-1), provided the price quoted is held to be reasonable.
20.	OWNER 's Right to Accept Any Bid, and to Reject Any or All Bids.	20.1	OWNER reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without assigning any reason and without incurring any liability to the Bidders.
21.	Award of Contract	21.1	Prior to the expiration of the period of bid validity, OWNER shall notify the successful Bidder, in writing through a letter of award, that its Bid has been accepted for award of contract.
		21.2	Until a formal Contract is prepared and executed, the Letter of Award shall constitute a binding Contract.
		21.3	Within 07 days of LOA, the bidder shall sign, date, and return the LOA copy to the Owner as acknowledgement.
22.	Signing of Contract	22.1	Agreement shall be drawn only after due verification of ISD & APS of the successful bidder. If any fake documents are detected, criminal proceedings will be initiated against the defaulting bidder and action will be initiated for black listing through the license issuing authority.

23.	Local Conditions	23.1	It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. OWNER shall not entertain any request for clarifications from the bidders, regarding such local conditions. It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid. No claim for financial adjustment to the contract awarded, on account of local condition, will be entertained by OWNER. Neither any change in the time schedule of the contract shall be permitted by OWNER.
24.	Disclaimer	24.1	This Bid has been prepared by OWNER for Socio economic survey & preparation of R&R Plan of Champalijore Irrigation Project. Though adequate care has been taken while preparing the Bid documents, the Bidder shall satisfy himself that document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately for discussion and modification if required. While this Bid has been prepared in good faith, the OWNER does not make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omission herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Bid, even if any loss or damage is caused by any act or omission on their part. All information submitted in response to Bid shall become the property of OWNER and OWNER does not accept any responsibility for maintaining the confidentiality of the material submitted or any trade secrets or proprietary data contained therein. In submitting a document in response to the Bid, each bidder certifies that it understands, accepts and agrees to the disclaimers on this page. Nothing contained in any other provision of the Bid not any statements made orally or in writing by any person or party shall have the effect of negating or superseding of the disclaimers set forth on this page.
25.	Time period of Contract:	25.1	The time period for completion of the contract is **Six calendar months** from the **effective date of the contract.** Time is the essence of the Contract; the bidder shall endeavor to complete the contract within the contractual period by all means. However, under unforeseen circumstances for reasons not attributable to the Bidder, OWNER reserves the right to extend the contract period.

26.	Confidentiality	26.1 26.2	Information relating to the examination, evaluation, comparison of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any attempt by a Bidder to influence OWNER in the examination, evaluation, comparison of the Bids or Contract award decisions may result in the rejection of its Bid.
27.	Language of Bid	27.1	The Bid, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and owner, shall be written in the English.

SECTION – IV

GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

1.Appointment	1.1	OWNER shall appoint the agency to carry out the scope of work as mentioned at **Section-V.** The agency shall not: (a) represent itself or allow itself to be represented as an employee or agent of an employee of OWNER; or (b) by virtue of the Contract be an employee or become an agent of an employee of OWNER.
2. Scope of Work	2.1 2.2	The Services to be provided are broadly specified in the detailed Scope of Work (Section-V). However, the bidder should be diligent in deployment of their manpower & sources in line with site & project requirement to ensure economy in cost. Unless otherwise stipulated in the Contract, the Scope of Work shall also include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of Services as if such items were expressly mentioned in the Contract.
3. Qualifying Criteria	3.1 3.2	The scanned copy(s) of (i) proof towards on-line transfer of cost of Bid documents, (ii)Proof towards Bid Security of required amount (iii) Affidavit duly registered before NOTARY regarding authenticity of documents (iv) No Relation Certificate (v) GST Registration Certificate, (vi) PAN Card and all other required documents as per the relevant clauses of DTCN and ITB should be uploaded in web-site www.tendersodisha.gov.in at the time of submission of Bid the Bidder must have rendered the service for. The agency must submit a list of litigation history during last 5 years. The Bidder not satisfying the qualifying criteria will be liable for rejection.
4. Definitions:	4.1	The definitions have been as specified in Instructions to Bidders (ITB)
5. Contract Documents	5.1	Subject to the order of precedence set forth in the Contract, all documents "GCC & Price Bid uploaded by the Bidder, Letter of Award (LOA)" including amendments thereto, if any, issued by the Owner forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
6.Interpretation	6.1	In this Contract unless a contrary intention is evident: a) the clause headings are for convenient reference only and do not form part of this Contract; b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses; c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time; d) a word in the singular includes the plural and a word in the plural includes the singular;

		e) a word importing a gender includes any other gender; f) a reference to a person includes a partnership and a body corporate; g) a reference to legalization includes legalization repealing, replacing or amending that legalization; h) Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings. i) In the event of an inconsistency between the terms of this Contract and the Bid document, the terms of this contract thereof shall prevail.
	6.2 6.3 6.4 6.5 6.6	**Entire Contract**: The Contract constitutes the entire contract between OWNER and the bidder and supersedes all communications, negotiations and contracts (whether written or oral) of parties with respect thereto made prior to the date of Contract relating to this contract. **Amendment:** No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. **Non-waiver:** Subject to GCC, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived. Severability of any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
7. Language	7.1	The Contract as well as all correspondence and documents relating to the Contract exchanged by the bidder and OWNER, shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

	7.2	The Bidder shall bear all costs of translation to English and all risks of the accuracy of such translation.
8. Corrupt Practices	8.1	OWNER requires bidder to observe the highest standard of ethics during the execution of such contracts. (a) The following definitions apply: "Corrupt practice" means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract; "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the OWNER, designed to influence the action of any party in a procurement process or the execution of a contract; "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; (b) OWNER will reject a bid for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
9. Notices	9.1	All notices and other communications under this contract must be in writing, and must either be mailed by registered mail with acknowledgement due or hand delivered with proof of it having been received.
	9.2	If mailed, all notices will be considered as delivered after 7 days, of the notice having been mailed. If hand delivered, all notices will be considered, when received by the party to whom the notice is meant and sent for.
	9.3	All notices under this contract shall be sent to or delivered at the address as specified by the parties.
	9.4	A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

10. Contract Price	10.1 10.2 10.3 10.4 10.5	The Contract Price shall be FIRM and fixed during the tenure of Contract in accordance with the Price Bid annexed as Section-VII (enclosed) However, based on reasons not attributable to the bidder if time is extended the actual value of the contract may vary. The bidder will be submitting to the Engineer-in-Charge, variation of price with proper analysis for such variation beyond the time period for approval of Government. The decision of Government shall remain final and binding The contract price shall be inclusive of all Costs, Expenses, Overheads, Duties and all Taxes but excluding GST. The Price for the additional assignment/deliverables over and above the defined scope of work, if any, shall be decided mutually between OWNER & Bidder as per standard practices of OWNER.
11. Terms of Payment	11.1	As per Section-V
12. Taxes and Duties	12.1 12.2	The prices quoted by the Bidder shall be inclusive of all Costs, Expenses, Overheads, Duties and all Taxes but excluding GST for the entire scope of bidder specified under Section-V. TDS as applicable shall be deducted from payment to the agency while releasing the payment.
13.Statutory Obligation	13.1	The agency shall ensure that the statutory obligation have been fully complied under the contract with them.
14. Sub- contracting	14.1	Sub-Contracting is not allowed under the contract.
15.Disclosure of Information	15.1	The bidder shall – (a) Keep all Records and other information in a secure location so that no un-authorized person is able to gain access to them; and (b) Ensure Records are kept confidential and are not disclosed to any person other than the SE, Anugola Investigation Division – (i) required by law; or (ii) OWNER's consent is obtained.
16. Liability/ Indemnity	16.1	The agency hereby agrees to indemnify OWNER, for all conditions and situations mentioned in this clause, in a form and manner acceptable to OWNER. The bidder agrees to indemnify OWNER and its officers, servants, agents (**"**OWNER **Indemnified Persons"**) from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

		i. Any negligence or wrongful act or omission by the bidder or its agents or employees or any third party associated with agency in connection with or incidental to this Contract; or ii. Any infringement of patent, trademark/ copyright or industrial design rights arising from the use of the supplied Goods and Related Services or any part thereof.
	16.2	The bidder shall also indemnify OWNER against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.
	16.3	Without limiting the generality of the provisions of this article 16.1 and 16.2, the agency shall fully indemnify, hold harmless and defend OWNER Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which OWNER Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any Goods, Related Services, information, design or process supplied or used by the agency in performing the bidder's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the agency shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Goods or Related Services, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the agency shall promptly make every reasonable effort to secure for OWNER a license, at no cost to OWNER, emphasize continued use of the infringing work. If the agency is unable to secure such license within a reasonable time, the agency shall at its own expense, and without impairing the specifications and standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

	16.4 16.5	Survival on termination. The provisions of this Clause shall survive Termination. Defense of Claims: 16.5.1 If any proceedings are brought or any claim is made against OWNER arising out of the matters referred to Arbitrator. OWNER shall promptly give the agency a notice thereof, and the agency may at its own expense and in OWNER's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. 16.5.2 If the agency fails to notify OWNER within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then OWNER shall be free to conduct the same on its own behalf. 16.5.3 OWNER shall, at the agency's request, afford all available assistance to the bidder in conducting such proceedings or claim, and shall be reimbursed by the bidder for all reasonable expenses incurred in so doing.
17. Limitation of Liability	17.1	Except in cases of gross negligence or willful misconduct: a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the agency to pay liquidated damages to OWNER; and b) the aggregate liability of the bidder to OWNER, whether under the Contract, in tort, or otherwise, shall not exceed the Contract Price provided that this limitation shall not apply to any obligation of the agency to indemnify OWNER with respect to patent infringement.
18. Governing Law	18.1	The Contract shall be governed by and interpreted in accordance with the laws of India. The jurisdiction of the Courts of law shall be High Court of Odisha, Cuttack.
19. Change in Laws and Regulations	19.1	Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of OWNER's country where the site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Works Schedule, then such Scheduled Date shall be correspondingly increased or decreased, to the extent that the Bidder has thereby been affected in the performance of any of its obligations under the Contract.

20. Force Majeure	20.1	The Bidder shall not be liable for forfeiture of its Contract Performance Bank Guarantee, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
	20.2	For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Bidder. Such events may include, but not be limited to wars or revolutions, earthquake, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
	20.3	If a Force Majeure situation arises, the Bidder shall promptly and no later than seven days from the first occurrence thereof, notify OWNER in writing of such condition and the cause thereof. Unless otherwise directed by OWNER in writing, the Bidder 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. On cessation of force measure situation, the same should to forthwith intimated by the Bidder to OWNER and vice-versa.
	20.4	The decision of OWNER with regard to the occurrence, continuation, period or extent of Force Majeure shall be final.
21. Change Orders and Contract Amendments	21.1	OWNER may at any time order the Bidder through Notice in accordance with GCC, ("Change Order") to make changes within the general scope of the Contract in any of the Services to be provided by the Bidder.
	21.2	If any such Change Order causes an increase or decrease in the cost of, or the time required for, the Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Bidder's receipt of OWNER's Change Order.
	21.3	No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.

22. Default of the Bidder	22.1	If the Bidder – (a) fails to observe or perform any of its obligations pursuant to the Contract; (b) fails to comply with a direction of the Engineer-in-Charge given in accordance with the provisions of the Contract; (c) assigns the Contract or any of its benefits or purports to assign, subcontract or otherwise divest itself of any of its obligations under the contract without the Principal's Consent; (d) enters into any arrangement or proceedings for the purpose of insolvency administration or is placed under official management; or (e) abandons or refuses to proceed with the Consultancy Services; (f) creates a conflict of interest under these Conditions of Contract, (g) fails to deliver to the OWNER any as-constructed documentation as specified in the Scope of Work,
	22.2	The OWNER may suspend payment under the Contract and shall notify the bidder in writing specifying the reason for the notice and requiring the bidder to show cause within thirty (30) days from the giving of such notice why the appointment of the agency should not be terminated.
	22.3	If the bidder fails to show cause within the period specified in the notice to the satisfaction of the OWNER, the OWNER may without prejudice to any other rights, terminate the appointment of the agency by notice to the bidder by the date specified in the notice.
	22.4	On termination of the appointment of the agency pursuant to this Clause, all money which has been paid and all money to be paid for work done to the date of termination shall be in full and final satisfaction of all claims by the bidder under the Contract.
23. Default of the OWNER	23.1	If the OWNER commits a substantial breach of the Contract, the agency may give the OWNER a notice to show cause within twenty-eight (28) days why the agency should not be terminated.
	23.2	If by the time specified in a notice under clause 24.1 the OWNER fails to show reasonable cause why the bidder should not exercise a right referred to in Clause 24.1, the bidder may by notice suspend the whole or any part of the agency Services.
	23.3	The agency shall lift the suspension if the OWNER remedies the breach. If within 28 days after the suspension under Clause 23.2 the OWNER fails to remedy the breach the bidder may by notice to the OWNER to terminate the Contract.
	23.4	The agency shall be entitled to recover from the OWNER any direct costs incurred by it as a direct result of the termination.

24.Termination	24.1	Termination for Default: a. Owner may, without prejudice to any other remedy for breach of Contract, by giving one month's notice of default to the Bidder, b. terminate the Contract in whole or in part: (i) if the agency fails to deliver any or all of the Services within the period specified in the Contract, or within any extension thereof granted by OWNER pursuant to GCC; or (ii) if the agency, in the judgment of OWNER has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC, in competing for or in executing the Contract; or (iii) if, any representation made by the bidder in the bid is found to be false or misleading; or (iv) if the agency commits any breach of the Contract and fails to remedy or rectify the same within the period of four weeks (or such longer period as OWNER in its absolute discretion decide) provided in a notice in this behalf from OWNER. i. In the event OWNER terminates the Contract in whole or in part, pursuant to GCC, OWNER may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered or not performed, and the agency shall be liable to OWNER for any additional costs for such Services. However, the agency shall continue performance of the Contract to the extent not terminated.
	24.2	Termination for Insolvency: OWNER may at any time terminate the Contract by giving Notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to OWNER.
	24.3	Termination for Convenience: OWNER, by Notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for OWNER's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
	24.4	Consequences of Termination: Upon Termination of the Contract, the Bidder shall: (i) Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the OWNER (ii) The OWNER with designated team will review and approve the Exit plan. In case of discontract, OWNER shall provide an exit plan to the Bidder to which Bidder will abide by. (iii) The Bidder and designated officer from OWNER will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.

25. Assignment	25.1	The Bidder shall not assign, in whole or in part, their obligations under this Contract.
26. Confidential Information	26.1	Both parties undertake to each other to keep confidential all information (written as well as oral) concerning the business and affairs of the other, which has been obtained or received as a result of the discussion leading up to or the entering of the contract.
	26.2	After the entering of the contract OWNER and the Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Bidder may furnish to its Sub-contractor such documents, data, and other information it receives from OWNER to the extent required for the Sub-contractor to perform its work under the contract, in which event the Bidder shall obtain from such sub-contractor an undertaking of confidentiality similar to that imposed on the Bidder under this Clause.
	26.3	OWNER shall not use such documents, data, and other information received from the agency for any purposes unrelated to the Contract. Similarly, the agency shall not use such documents, data, and other information received from OWNER for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
	26.4	The obligation of a party under GCC Sub-Clauses 27.1 and 27.2 above, however, shall not apply to information that: 26.4.1 OWNER or Bidder need to share with the institutions participating in the financing of the Contract; 26.4.2 now or hereafter enters the public domain through no fault of that party; 26.4.3 can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or 26.4.4 Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
	26.5	The above provisions of GCC shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof. Each of the parties to this contract, undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of the above clauses by its employees, agents and sub-contractors. The provisions of GCC Clause 27 shall survive completion or termination, for whatever reason, of the Contract.

27. Public Disclosure	27.1 27.2	All services provided to OWNER by bidder are subject to Country public disclosure laws such as RTI etc. The Bidder shall not make or permit to be made public announcement or media release about any aspect of this Contract unless OWNER first gives the Bidder its written consent.
28. Review of Performance	28.1	A designated team/person from OWNER may review the performance of bidder against the Bidder at any time. The review/audit report will form basis of any action relating to imposing liquidated damage on or breach of contract of the PEC.
29. Adherence to safety procedures, rules, regulations and restriction	29.1 29.2 29.3 29.4 29.5	Bidder shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by OWNER shall be applicable in the performance of this Contract. The Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions & shall adhere to all security requirement/regulations of OWNER during the execution of the work. OWNER's employee also shall comply with safety procedures/policy. The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations. OWNER will be indemnified for all the situations mentioned in this clause in the similar way as defined in GCC. The employees engaged by the Bidder will be guided by OWNER leave rule.
30. Non- Solicitation of Staff	30.1	For the purpose of this contract, both parties to this contract agree, not to solicit either directly or indirectly with a view to provide or offer employment to, offer to contract with or entice a staff member of the other party to leave without the consent of the other during the term of this contract and for an additional period of 180 days after termination.
31. Intellectual Property	31.1	OWNER shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all Source code, Object code, records, reports, designs, application configurations, data and written material, products, specifications, reports, drawings and other documents which have been newly created and developed by the Bidder solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to OWNER and execute all such contracts/ documents and file all relevant applications, effect

		transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of OWNER. To the extent that Intellectual Property Rights are unable by law to so vest, the Bidder assigns those Intellectual Property Rights to OWNER on creation.
	31.2	The Bidder shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep OWNER indemnified against all costs, expenses and liabilities what so ever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder or its personnel during the course of performance of the Related Services. In case of any infringement by the Bidder, the Bidder shall have sole control of the defense and all related settlement negotiations.
	31.3	Subject to sub-clauses 31.1 to 31.2, the Bidder shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the Bidder that existed before the effective date of the contract.
32. Survival	32.1	The clauses of this contract, which by nature are intended to survive termination of this contract, shall remain in effect after such termination.
33. Conflict of Interest	33.1	The Bidder warrants that, to the best of its knowledge, information and belief, at the date of submitting its Bid, no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract. If during the currency of the Contract, a conflict or risk of conflict of interest arises (without limitation, because of work undertaken for any person other than the OWNER) the Bidder undertakes to notify the SE, Anugola Investigation Division immediately in writing, of that conflict of interest.
	33.2	The Bidder shall take all reasonable measures to ensure that its employees, agents and subcontractors do not, during the currency of the Contract, engage in any activity or obtain any interest which is in conflict with providing any Services to the OWNER fairly and independently. Any such activity must be disclosed in writing to the SE, Anugola Investigation Division immediately.
	33.3	Where the SE, Anugola Investigation Division receives a notice of conflict of interest under Clause 33.1 or 33.2, the OWNER may proceed under clause 33 of the Contract, to terminate the Contract.

	33.4	The Bidder shall not receive any remuneration in connection with the assignment except as provided in the contract. The agency and its affiliates shall not engage in any other activities that conflict with the interest of the OWNER under the contract. It should be the requirement of the consultancy contract that the bidder should provide professional, objective and impartial advice and at all times hold the OWNER's interest's paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Bidder shall not be hired for any assignment that would be in conflict with their prior or current obligations to other OWNERs, or that may place them in a position of being unable to carry out the assignment in the best interest of the Owner.
34. Conflict among assignments	34.1	Neither Bidder (including their personnel) nor any of its affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder. As an example, Bidder hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and bidder assisting an OWNER in the privatization on public assets shall neither purchase nor advise purchasers of, such assets.
35.Professional Liability.	35.1	The Bidder is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. As the owner's liability to the employer will be governed by the applicable law, the contract need not deal with this matter unless the parties wish to limit this liability. If they do so, they should ensure that (a) there must be no such limitation in case of the bidder's gross negligence or willful misconduct; (b) the bidder's liability to the Owner may in no case be limited to less than the total payments expected to be made under the bidder's contract, or the proceeds the Bidder is entitled to receive under its insurance, whichever is higher; and (c) any such limitation may deal only with the Bidder's liability toward the employer and not with the Bidder's liability toward third parties.
36.Staff Appointment / Substitution.	36.1	Bidder shall ensure to appoint its key personnel as per the requirement to perform the specific task.
37. Cessation of Responsibility	37.1	All responsibilities of Bidder under this CONTRACT shall be deemed to have been discharged. Upon expiry of defect liability period of the contract.

38. Changes and additions in Bidder's scope of works	38.1	OWNER shall have the right to request the Bidder in writing to make any changes, modifications, deletions and/or additions to Bidder's scope of works. Bidder shall review such written requests and if such changes and additions would jeopardize fulfillment of any of Bidder's obligations under this CONTRACT, Bidder will not be obliged to make such changes or withhold any part of the works pursuant to such changes and/or additions contemplated by OWNER. Otherwise, Bidder will work out the estimate of price and time adjustment on account of such changes, modifications, deletion and/or additions sought by OWNER and the same shall be mutually agreed. Unless Bidder receives written authority from OWNER on variation in prices and time schedule, Bidder will not be obliged to proceed with any such variation in the scope of works.

SECTION – V

SCOPE OF WORK, TERMS OF REFERENCE (TOR), PAYMENT SCHEDULE

About the Project: -

The Champalijore Irrigation project is one of the medium irrigation projects envisages construction of a reservoir across Champalijore Nallah in Brahmani Basin near village Penthabahal in Rairakhol Sub-division of Sambalpur District intercepting the catchment area of 189.00 Sq.k.m. The project will provide irrigation to 5600 Ha. of C.C.A. out of 7000 Ha. of G.C.A. in the draught prone area under Naktideula Block of Sambalpur district. Total Forest land 399.772 Ha. is required for construction of the project. Total 7 No. of villages to be submerged (Partly) due to construction of the project.

The following scope of work is envisaged for the bidder extending such technical support.

Purpose of Study:

- Champalijore Irrigation Project will submerge 777.332 Ha of land due to creation of a Reservoir.
- 7 nos. Villages will be affected due to the submergence, of which

  -Villages namely Majhipal, Charadapasi, Kausipal, Tileimal, Similipal, Penthabahal & Saradhapur will be partly submerged.
- Acquisition of private property leading to involuntary displacement of people, depriving them of their land, shelter and livelihood with cause traumatic, psychological and Socio-cultural disturbances. The state government intends to protect the rights of the affected population with due emphasis to the weaker sections of the Society, Schedule Tribes, Schedule Castes, Marginal farmers and women.
- With the above in perspective, it is imperative to recognize Rehabilitation and Resettlement issues as intrinsic to the development process and provide the adversely affected families with all possible facilities beyond the monetary compensation as would be decided according to the prevailing procedure.

Objective of the study:

- To establish a Social Inventory of the affected villages likely to undergo Involuntary displacement. It includes collection of necessary details in terms of their Demography features prior to the displacement.
- To estimate the extent of possession of immovable properties like Houses, Wells, Ponds, Trees etc. for each of the DFs/AFS.
- To estimate the Household wise loss of Agricultural production from the Land owned by them which basically form their livelihood sustenance.
- To assess the perception of people who are likely to be Affected / Displaced in regard of Implementation of the project in their area, through Focus Group Discussions (FGD).
- To identify the Common Property Resources (CPR) and the extent of their getting affected due to such land acquisition.
- With the consent and participation of the affected population to prepare a Socio-economic Survey, Data-base and Analytical Report.

1. <u>General</u>

- **Project proponent: -** Project authority/Client i.e. the Superintending Engineer, Anugola Investigation Division
- **Consulting Agency: -**Associated agency who is empaneled for Socio Economic Survey under the Revenue & Disaster Management Department, Govt. of Odisha.

<u>2. Terms and Conditions:</u>

i) The project authority will extend all cooperation for site visits, field survey, collection & compliance of data or any other information required for successful & timely completion of the work.

ii) All project documents, relevant data, map, reports and information etc. to be supplied by the project authority.
iii) The project authority may authorize their technical representatives to co-operate/assist during the field activities required for the assignment.
iv) The reports to be prepared under the assignment shall be sent to the project authority for content confirmation and final acceptance.

3. Time Schedule:

- The tentative time period envisaged for the assignment shall be 6 months from the date of signing Agreement.
- The above time schedule assumes that all information/data/maps/payment etc. as may be required from time to time shall be made available by the project authority and all the obligation of the Department related to work shall be duly fulfilled in time.
- Likely time lapse at government level in observing administrative paraphernalia shall be added extra to the time schedule.

SCOPE OF WORK

1. To conduct survey census of the affected households/families and their property which is likely to be affected by the project.
2. To collect Socio-economic and cultural profile of the project affected villages.
3. To prepare data book using both quantitative and qualitative data for analysis.
4. To make accurate estimation of number of affected families and displaced families based on land assessment, land records and field verification by following census enumeration method in the project affected villages.
5. To undertake detailed site visits, use participatory methods such as social mapping, focused group discussions (FGDs), participatory rural appraisal (PRA) techniques and key informant interviews during the study in the affected villages.
6. Panchayat, PRI members and village level committee etc will be consulted and their participation will be facilitated during the study in the project affected area.
7. To prepare a draft Social Impact Assessment Report (SIA), Social Impact Management Plan (SIMP) and Resettlement action Plan (RAP)/Development plan will be prepared by the sub rule (2) of Rule 9 of OLARR Rule 2015 and guidelines of RFCTLARR Act 2013, for the project authorities in the local language to process implementation of SIA and SIMP.
8. To organize public hearings through the local administration and land requiring body to disseminate the main finding of the SIA in the affected areas in the local language and to seek feedback on findings, additional information and views for incorporating the same in the final SIA report.
9. To organize public hearing before RPDAC member with the help of the local administration and land requiring body/Project authority to disseminate the main findings of the SIA in the affected areas in the local language.
10. To assist the Project Authority and the District Administrator in the matter of corrective action, if necessary while processing approval.

TIME SCHEDULE AND PAYMENT TERMS (TENTATIVE, SUBJECT TO CHANGE AS PER ACTUAL EXECUTION)

Sl.	Activity	Timeline	% of Payment
1.	After submission of final R & R plan as per state R & R policy 2006 and requirement of MoTA (GOI).	1st – 3rd month	70 %
2.	After obtaining acceptance of R & R plan.	4th – 6th month	30 %
Total		**6 Months**	**100%**

SECTION – VI

ELIGIBILITY CRITERIA
AND
EVALUATION / SCORING CRITERIA

1. **Eligibility Criteria:**

The bidder must submit all relevant documents for the criteria mentioned below. They would have to submit the technical bid along with other requisite documents duly signed as mentioned in relevant clauses of the tender document.

Sl. No.	Eligibility Criteria	Supportive Documents
1.	The agency must be empaneled by the Dept. of Revenue & Disaster Management, Govt of Odisha for conducting Socio Economic Survey of Irrigation Projects in Odisha as per guidelines of RFCTLARR Act' 2013, Govt of India & Odisha Right to Fair Compensation & Transparency in Land Acquisition R & R Rule' 2016.	i. Certificate of Incorporation/ Partnership deed, and ii. Valid GST Registration Certificate, and iii. Copy of PAN iv. Valid document indicating empaneled certification.
2	The Organization must be registered under Indian Companies Act, 1956/2013.	i. Company Registration Certificate.
3.	Bidder should have a minimum average annual turnover of Rs.50,00,000/- (Rupees fifty Lakhs only) during the last 3 financial years.	i. 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.
4.	Bidder must have experience in Socio-Economic survey & preparation of R&R plan for the project affected villages of irrigation project for State/ Central Govt./ PSUs in the last 10 years.	ii. Copies of work orders / agreement / completion certificate, and Note- The document is to be uploaded for each work separately for evaluation purposes.
5.	Bidder must have Experience in obtaining acceptance of R & R plan from MoTA for State/ Central Govt./ PSU projects in Odisha in last 10 (Ten) years.	Copies o f work orders / agreement along with **approval** from MoTA.
6.	Bidder shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed agreements, engagements, or affiliations with the OWNER/ Employer.	Declaration from the Bidder as per the format (Form T-5)
7.	The bidders shall submit a Registered Power of Attorney in favor of the bidder's representative.	Copy of Power of attorney (Form T-4)

2. **Documents / Formats need to be submitted along with TECHNICAL BID:**
   The bidders have to furnish the following documents duly signed in along with their Technical Bid:
   1. Filled in Bid Submission Check List in Original (Annexure-I).
   2. Covering letter (Form–1) on bidder's letterhead requesting to participate in the tendering process.
   3. Bid Processing Fee & document towards Earnest Money Deposit (EMD).
   4. General Details of the Bidder (Form –2) along with supporting documents.
   5. Power of Attorney (Form –4) in favor of the person signing the bid on behalf of the bidder.
   6. Undertaking for not having been black-listed by any Central / State Government/ Any other autonomous bodies/ International & National Organization in the recent past on the letterhead of the bidder.
   7. Affidavit regarding Conflict of Interest (Form–5).
   8. Declaration of Noninvolvement in any legal conflicts or any pending legal issues with the Client/Employer during last 3 years. (on the letterhead of the bidder)
   9. Undertaking regarding no-relationship. (Annexure-III)
   10. Undertaking regarding authenticity of all the documents submitted. (Annexure-IV)
   11. Price bid forwarding letter (Form P-1)

   Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above may lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the Bid Document. The bid must be complete in all respect and indexed. Each page should be numbered and signed by the authorized representative.

3. **Evaluation of Bid:**
   Preliminary evaluation of the bid will be done to determine whether the bid containing the requisite documents / information have been properly furnished by the bidder or not. Submission of following documents / information will be verified:
   - Filled in Bid Submission Check List in Original (Annexure-I)
   - Covering letter (Form–1) on bidder's letterhead requesting to participate in the tendering process.
   - Bid Processing Fee & EMD.
   - General Details of the Bidder (Form–2) and Financial Details of the Bidder (Form–3).
   - Power of Attorney (Form–4) in favor of the person signing the bid on behalf of the bidder.
   - Self-Declaration on potential Conflict of Interest (Form–5).
   - Undertaking for not having been black-listed by any Central / State Government / Any other Autonomous Bodies/ International & National Organization in the recent past.
   - All the pages of the bid and enclosures / attachments are signed by the authorized representative of the bidder.
   - Any pending legal issues / involvement in legal conflicts in last 3 years.
   - Undertaking regarding no-relationship. (Annexure-III)
   - Undertaking regarding authenticity of all the documents submitted. (Annexure-IV)
   - Price bid in the prescribed BOQ format, duly submitted through the e-procurement portal in accordance with the tender conditions.

***Bids not complying with any of the above requirement will be out rightly rejected at the discretion of the Employer's authority.**

- **FINANCIAL EVALUATION (LEAST COST SELECTION):**

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

Evaluation of Financial Bids.

(i) The bidder who furnished the required supporting documents in technical evaluation, will be qualified for the evaluation of their financial bids.

(ii) The bid quoted as per the price bid format will be considered for financial evaluation **(The bid shall be quoted excluding all taxes).**

(iii) The works shall be awarded to the lowest evaluated responsive bidder (**L1**) quoting the lowest price in price bid format.

SECTION – VII

BID Submission Forms

Form -1

COVERING LETTER

(ON BIDDER'S LETTER HEAD)

[Location, Date]

To,

The Superintending Engineer,
Anugola Investigation Division, Anugola.

Subject: Tender for the work Socio-Economic survey & preparation of R&R plan for the project affected villages of Champalijore irrigation project.

Dear Sir,

I, the undersigned, hereby submit our bid for execution of the work mentioned above in accordance with the terms and conditions stipulated in the tender document. I hereby declare that I have carefully examined the tender document, including all terms, conditions, specifications and other relevant provisions, and undertake to execute the work in conformity with the requirements specified therein. I confirm that all information and statements furnished in this bid are true, complete and correct to the best of my knowledge and belief. I understand that any incorrect or misleading information may result in rejection of my bid and such further action as may be permissible under the applicable rules and tender conditions.

I agree to keep this bid valid for acceptance for a period of 90 (ninety) days from the date of opening of the bid, or for such other period as may be specified in the tender document, and confirm that the bid shall remain binding upon me during the said period. I undertake to execute the work in accordance with the accepted bid and the terms and conditions of the tender document, if the work is awarded to me. I further agree to furnish the required securities and execute the necessary agreement within the prescribed time, as stipulated in the tender document. I agree to bear all costs associated with the preparation and submission of this bid. I understand that the Employer is not bound to accept the lowest or any bid received and reserves the right to accept or reject any or all bids in accordance with the applicable rules and tender conditions.

I hereby confirm that the person signing this bid is duly authorised to submit the bid and bind the bidder to the commitments contained herein.

I understand you are not bound to accept any bid you receive. I remain,

Yours faithfully,

Authorized Signatory with Date
and Seal: Name and Designation:
Address of Bidder:

Form -2

Bidder's Organization (General Detail)
(ON BIDDER'S LETTER HEAD)

Sl. No.	Description	Full Details
1	Name of the Bidder	
2	Address for communication: Tel : Fax: Email id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id :	
4	Registration / Incorporation Details Registration No: Date & Year. :	
5	Local office in Odisha If Yes, Please furnish contact details	Yes / No
6	Bid Processing Fee Details Amount: Online reference No. Date: Name of the Bank:	
7	EMD Details Amount : Reference No.: Date: Name of the Bank:	
8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	
10	Willing to carry out assignments as per the scope of work of the tender	YES
11	Willing to accept all the terms and conditions as specified in the tender	YES

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

Form -3

Bidder Organization (Financial Details)

Financial Information in INR				
Details	FY 23-24	FY 24-25	FY 25-26	Average
Average Annual Turnover (in Lakhs).				

Supporting Documents:

Audited certified financial statements for the last three Fys (preceding the financial year in which the proposal is due) (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form). In case audited statement for FY are not available, bidder may provide provisional statement for the same.

Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical bid failing which the bid will be out rightly rejected. No scanned copy will be entertained.

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]

Form -4

FORMAT FOR POWER OF ATTORNEY

(ON BIDDER'S LETTER HEAD)

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

The signatures of <Name of person>in whose favor authority is being made under the attorney given below are hereby certified.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of the Bidder:

Form -5

(ON BIDDER'S LETTER HEAD)

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 rejected/termination by the client which shall be binding on us.

Authorized Signatory [In full and initials]: …….

Communication Address of the Bidder: …….

Form P-1: PRICE BID

Forwarding Letter

(ON BIDDER'S LETTER HEAD)

From: **To:**

_____ Superintending Engineer

_____ Anugola Investigation

_____ Division Anugola

1. **Sub: - Tender for Socio-Economic survey & preparation of R&R plan for the project affected villages of Champalijore irrigation project under Sambalpur District of Odisha. vide e-Procurement Notice No.- ---------- (online) and Bid Identification No.- ----------.**

I_,_M/S_____ (Bidder) herewith submit the **Price Bid** in the following Form, against the subject tender for consideration of my bid.

1. **SCOPE: Socio-Economic survey & preparation of R&R plan for the project affected villages of Champalijore irrigation project under Sambalpur District of Odisha.**

2. Name of the Agency: ……

Price bid :

The **PRICE bid** in intelligent excel format.

I hereby accept and shall abide by the scope of works, responsibility & Deliverables and Terms and Conditions of tender document unconditionally.

Yours faithfully,

Authorized

Signatory: Full

Name:

Address:

Phone No:

E-mail Id:

Note:

1. Bidder shall quote the price strictly as per the format prescribed in the tender document considering the minimum manpower, equipment and logistics required to cater to the scope mentioned at Section –3.
2. The quoted price shall be FIRM and exclusive of GST.
3. Price quoted in deviation to above format shall not be considered for evaluation.

Please refer to BOQ and submit rates as per the BOQ uploaded in the e-tendering portal.

Signature of the Bidder

Annexure – I

BID SUBMISSION CHECKLIST

Sl. No.	Description	Submitted (Yes/No)	Page No.
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Covering Letter (Form -1)		
3	Bid Processing Fee of Rs._/- in online mode		
4	Bid Security of Rs.__/- in shape of _____		
5	General Details of the Bidder (Form-2)		
6	Financial details of the Bidder (Form-3)		
7	Power of Attorney (Form–4) in favor of the person signing the bid on behalf of the bidder.		
8	Self-Declaration on Potential Conflict of Interest (Form -5)		
9	Undertaking for not have been black-listed by any Central/ State Govt./ any Autonomous bodies during its business career.		
10	Declaration of Noninvolvement in any legal conflicts or any pending legal issues with the Client/Employer during last 5 years. (on the letterhead of the bidder)		
11	Undertaking regarding no-relationship (Annexure-III)		
12	Undertaking regarding authenticity of all the documents submitted. (Annexure-IV)		
13	Undertaking to execute Socio Economic Survey work as per Latest Guidelines of RFCTLARR Act' 2013 (Annexure-V)		
14	Price BID Forwarding Letter (Form P-1)		

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 bid have been sealed and signed by the authorized representative.

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

Annexure – II

FORMAT FOR BANK GUARANTEE FOR ISD

To

----------(name of Employer)

WHEREAS the bid of ---------- (name and address of agency) (hereinafter called "the owner") has been accepted vide Letter of Acceptance (LoI) No. _____ dated _____ of .,---------- to execute the work.

_____[name of work] (hereinafter called "the contract")

AND WHEREAS it has been stipulated by you for the said Contract that the owner shall furnish you with a Bank Guarantee by a Nationalized/Scheduled Bank in India, counter guaranteed by its local branch at Bhubaneswar towards Initial Security Deposit (ISD), for compliance with his obligations in accordance with the conditions of Contract.

AND WHEREAS we have agreed to give the owner such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantors and responsible to you, on behalf of the bidder, up to a total of Rs _____ [amount of guarantee] _____ [in words], such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you upon your first written demand declaring the owner 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 for the sum specified therein.

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

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

This guarantee shall be valid up to _____day of _____ 20 _____i.e. up to 3 (three) months beyond the date stipulated for completion of work. We also agree for extension of this guarantee for a further period in response to the Employer's written request for such extension, which should be presented to us before the expiry of the guarantee.

We _____ (Name of Bank) hereby also undertake to have it counter guaranteed by our local branch at Bhubaneswar, _____ (name and address of Local Branch at Bhubaneswar, Odisha).

(Signature of the authorized officer of the Bank)

……..……..

……..……

…….. Name and

designation of the officer

……..……

……. Seal, name & address of the Bank and

address of the Branch

We_____(name and address of Local Branch at Bhubaneswar, Odisha) are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee depending on the filing of claim and only if it is served upon to us by the employer at our Bhubaneswar Branch by a written claim or demand and received by us at our Bhubaneswar branch on or before Dt. ___(subject to further extension on the Employer's written request for such extension before expiry of this guarantee), 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 and address of the Branch

Annexure-III

CERTIFIACATE OF NO-RELATIONSHIP

(ON BIDDER'S LETTER HEAD)

I/We hereby certify that I/We am/are not related to any officer of Govt. of Odisha of the rank of Asst. Executive Engineer and above and any officer of the rank of Under Secretary and above in the W.R. Department. I/We am/are aware that if the facts subsequently proved to be false my/our contract will be rescinded with forfeiture of EMD & security deposit and I/We shall be liable to make good the loss or damage resulting from such cancellation.

I/We also note that, non- submission of this certificate will render my/our tender liable for rejection.

Signature of the Bidder

Name _____
Address _____
_____

Date: _____

Annexure-IV

(AFFIDAVIT)

(To be submitted in original in legal stamp paper duly registered)

1. The undersigned hereby certifies that, all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certify that, neither our firm _____ nor any of its partners have abandoned any socio-economic survey work or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.

3. The undersigned hereby authorized and request (s) bank, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the owner to verify this statement or regarding my (our) competency and general reputation.

4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the owner.

(Signed by an Authorized of the firm)
Title of Officer
Name of Firm
Date.