DEPARTMENT OF WATER RESOURCE
GOVERNMENT OF ODISHA

SUPERINTENDING ENGINEER
ANUGOLA INVESTIGATION DIVISION, ANUGOLA

Request for Proposal (RFP) for engagement of Consultant for Documentation and processing of Forest Diversion Proposal & obtaining stage-I & stage-II clearance from MoEF & CC, New Delhi (including preparation & approval of Catchment Area Treatment Plan) for Champalijore Irrigation Project under Sambalpur District of Odisha.

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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

NOTICE INVITING RFP (Request For Proposal)

'e' Procurement Notice No. SEID-AGL-47 OF 2026-27

The Superintending Engineer, Anugola Investigation Division, Anugola on behalf of the Governor of Odisha invites **Request For Proposal** for Engagement of Consultant **in double cover** system in **ONLINE MODE** as detailed below:

1	Name of work	:	Documentation and processing of Forest Diversion Proposal & obtaining stage-I & stage-II clearance from MoEF & CC, New Delhi (including preparation & approval of Catchment Area Treatment Plan) for Champalijore Irrigation Project under Sambalpur District of Odisha.
2	Eligibility of Consultant	:	Consultant must be empaneled with ORSAC under DGPS survey & successfully executed Forest Diversion Job in Govt. of Odisha.
3	Bid Cost	:	Rs. 10,000/- to be transferred online (non-refundable)
4	E.M.D.	:	Rs. 74,917/- to be submitted online.
5	Period of completion	:	12 (Twelve Months)
6	Availability of RFP Documents and receipt of bid through online	:	**From 1:00 PM of 29.10.2026 to 1:00 P.M of 16.11.2026** in the website **(www.tendersodisha.gov.in)**
7	Date, time & place for opening of online tenders	:	**17.11.2026 at 11:00 AM** and onwards in the o/o the SE, Anugola Investigation Division, Anugola.
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). (not applicable to consultancy)

(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. (not applicable to consultancy)

(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. (not applicable to consultancy)

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. The Technical Bid Document consisting of qualification information and eligibility criteria of bidders. and the Financial Bid consisting of the Bill of Quantities (BOQ) of works are available in web-site https://tendersodisha.gov.in The bidder must upload scanned copies of valid document indicating ORSAC Empanelment under DGPS survey Category Certificate, GST Registration Certificate, PAN card, No Relation Certificate, Affidavit about the authenticity of documents / credentials establishing minimum eligibility criteria etc. in PDF format otherwise the bid shall be declared as non-responsive & liable for rejection.

9. The Original documents along with a set of its Xerox Copies against the scanned copy of Affidavit, Valid document indicating ORSAC Empanelment under DGPS survey Category Certificate, GST, PAN and other requisite documents submitted through web-site should be produced in the O/o the Superintending Engineer, Anugola Investigation Division, Anugola for verification on demand after opening of the bid.

10. 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.

11. 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.

12. 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.

13. 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.

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

15. 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.

16. 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.

17. 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.

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

19. 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.

20. 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.

21. Joint Venture is not acceptable.

22. Time is the essence of the Contract; the consultant 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 & Proposal validity	The final Consultant will be selected by the Least Cost Selection (LCS) after minimum technical qualifying score of 70/100.
3.	Date & Time of Issue of RFP	29.10.2026 at 1:00 P.M
4.	Deadline for Submission of Pre- Bid Query (Date & Time)	03.11.2026 at 1:00 P.M
5.	Pre-Bid meeting Date, Time & Place	06.11.2026 at 4:00 P.M In the O/o SE, Anugola Investigation Division, Anugola
6.	Submission of Proposal Due Date & Time	16.11.2026 at 1:00 P.M
7.	Date & Time of opening of Technical Bid (Cover-I)	17.11.2026 at 11:00 AM
8.	Date of opening of Financial Proposal	To be intimated separately.
9.	Expected Date of Tentative Commencement of Assignment	15.12.2026
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- New Irrigation Colony, PO-Hakimpada, Anugola PIN-759143
12.	Cost of Bid Document	Rs. 10,000 /- to be transferred online (non-refundable)
13.	Bid Validity-	90 days from last date of submission of bid
14.	Earnest Money Deposit (EMD)	Rs.74,917/-
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”		

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 Request for Proposal (RFP) for engagement of Consultant for Documentation and processing of Forest Diversion Proposal & obtaining Stage-I & Stage-II clearance from MoEF & CC, New Delhi for Champalijore Irrigation Project under Sambalpur District.
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 consultant 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 "Documentation and processing of Forest Diversion Proposal & obtaining Stage-I & Stage-II clearance from MoEF & CC, New Delhi for Champalijore Irrigation Project under Sambalpur District
		2.4	**"RfP"** i.e. **"Request for Proposal"** shall mean document consisting of ITB, GCC, Scope of Works, Qualification Criteria, Forms of Techno-Commercial Proposal, Price Proposal and Contract FORMS & Annexures for submission of bid.
		2.5	**"Bid"** shall mean Techno-Commercial Proposal & Price Proposal in prescribed FORMS submitted in pursuance to RfP document.
		2.6	**"Bidder"** shall mean one Consulting Agency for Forest Diversion job, 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 RfP 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 Consultant 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 consultant covering "the GCC, Scope of Works, Techno-Commercial Bid & 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 FDP work contract of the Consultant.
		2.12	**"Works Contract"** shall mean contract awarded for FDP work 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 Consultant	3.1	**Scope of Work:** **Note:** Please refer to **Section-V** for i. The detailed Scope of Works ii. Deliverables by the Consultant. iii. OWNER's Responsibilities.
4.	Eligibility of the Bidder	4.1	To establish their eligibility in accordance with **minimum score as per Section-VI**, Bidders shall submit their Techno-Commercial Proposal consisting of the following: (a) FORMS (T-1 to T-6) Non-compliance to the above requirement even after seeking necessary clarification shall constitute the offer non-responsive.
5.	Documents Comprising the Bid	5.1	The bid shall comprise two Covers uploaded in designated place in the e-procurement portal separately in **2 covers**. Cover-I containing the **Techno-Commercial Proposal** and the other containing the **Price Proposal** for Appointment of the Consultant.

			The Cover-II containing Price Proposal shall contain **FORM F-1 to F-3** of the RfP document) Intelligent excel and PDFs). The Techno-Commercial Proposal for the Forest Diversion Proposal shall be uploaded in the e-procurement portal as required under this RfP including Prescribed Format: **T-1 to T-6**. The consultant firm(s), whose Techno-Commercial Proposals do not conform to the specified requirements will be rejected as non-responsive Bids. Price Proposals of Techno-Commercially acceptable bidder(s) shall be opened and evaluated.
6.	Cost of Bidding/ Cost of Bidding Document/ EMD	6.1	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	6.2	The bidder shall pay along with the Techno Commercial Bid Rs.10000/- (non-refundable) through on-line transfer in favor of Superintending Engineer, Anugola Investigation Division, Anugola.
	EMD/Bid Security	6.3	The bidder shall pay Rs. 74917/- as EMD along with the Techno Commercial 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.
7.	Language of Bid	7.1	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.
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.	Clarification of Bidding document prior to submission of bid.	9.1	Interested bidder can seek clarification from the office of the Superintending Engineer, Anugola Investigation Division, Anugola from 1:00 PM of 29.10.2026 to 1:00 PM of 03.11.2026 Through **e-Mail: seidangul@gmail.com**
10.	Date, Time & Place of Pre-Bid Conference	10.1	06.11.2026 at 4:00 PM In the O/o SE, Anugola Investigation Division, Anugola
11.	Amendment of Bidding document	11.1 11.2 11.3 11.4 11.5	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 RfP 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.
12.	Currencies of Bid	12.1	Bidders shall quote their bid price in Indian Rupees only
13.	Period of Validity of Bids	13.1	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.
14.	Dateline for Submission of Bids	14.1	Bidders shall upload their bids in designated places in the e-procurement portal (www.tenderodisha.gov.in) only. **Offline tenders shall not be accepted.**

		14.2	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.
15.	Late Bids	15.1	Online bids after the last date of submission of bid will not be entertained by the e-procurement portal.
16.	Withdrawal, Substitution, and Modification of Bids	16.1	No Bid shall be withdrawn, substituted, or modified after the dateline for submission of bids.
17.	Bid opening	17.1	OWNER shall conduct the opening of Techno-Commercial Proposals through on-line in the presence of Bidders' representatives who choose to attend, at the address, date and time specified in the Bid Documents.
		17.2	The Price Proposals will remain unopened until the Techno-Commercial bids are accepted by the Owner. The date and time of the opening of Price Proposals shall be intimated through e-procurement portal.
18.	Responsiveness and Evaluation of Techno-Commercial Proposals.	18.1	A substantially responsive Techno-Commercial Proposal 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 Techno-Commercial Bids submitted by the bidder.
		18.4	OWNER shall examine the Bids to establish that all terms and conditions specified in the RfP have been accepted by the Bidder without any material deviation or reservation.
		18.5	OWNER shall evaluate the Techno-Commercial aspects of the Bid submitted in accordance with RfP, 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.
		18.6	If required, OWNER may seek necessary clarification from the bidders relating to their Techno-Commercial Proposal giving a dateline for submission of the clarification. If the clarification is not received by the date line given above, the Owner shall proceed with the bid evaluation as per the information available.
		18.7	If, after the examination of the terms and conditions and the Techno-Commercial proposal of a bidder, the Owner determines that the Techno-Commercial Proposal is not substantially responsive in accordance with the requirement and compliances of the RfP document, it shall reject the concerned Bid as non-responsive.

19.	Bid Price	19.1 19.2	The bidder shall upload their offer /bid price in Cover-II (Financial Bid) 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 Proposal if the same contains any other computational or arithmetic discrepancy or error.
20.	Communication of Price Bid Opening	20.1	All the Techno-Commercially acceptable bidder(s) shall be communicated of the date, time & venue of the Price bid opening through e-procurement portal/email.
21.	Comparison & Evaluation of Price Bids	21.1 21.2	OWNER shall evaluate Prices of those bids which are Techno-Commercially determined to be substantially responsive and acceptable. To evaluate the Prices of Techno-Commercially accepted bids, OWNER shall consider the price proposal submitted for this Package by the bidders as per the prescribed format at Section-VIII.
22.	OWNER 's Right to Accept Any Bid, and to Reject Any or All Bids	22.1	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.
23.	Award Criteria	23.1	The Owner shall award the Contract to the lowest evaluated responsive bidder (L-I), provided the price quoted is held to be reasonable.
24.	Award of Contract	24.1 24.2 24.3	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. Until a formal Contract is prepared and executed, the Letter of Award shall constitute a binding Contract. **Within 07 days of LOA, the consultant shall sign, date, and return the LOA copy to the Owner as acknowledgement.**
25.	Signing of Contract	25.1	Within **07 days of award of LOA**, the Consultant shall sign the contract documents in non-judicial stamp paper subject to fulfillment of the following conditions and send it back to OWNER. The conditions are; i. Submission of CPBG: Within 07 days of the receipt of letter of award from OWNER, the successful Bidder shall furnish the Contract Performance Bank Guarantee @5% of the Contract Price in accordance with the GCC, using the Contract Performance Bank Guarantee Form in Appendix. Failure of the successful Bidder to submit the above-mentioned Contract Performance Bank Guarantee or sign the Contract shall constitute sufficient grounds for the annulment of the award. In that event OWNER may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by OWNER to be Techno-Commercially qualified to perform the Contract satisfactorily.

26.	Local Conditions	26.1	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 proposals. 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.
27.	Disclaimer	27.1	This RFP has been prepared by OWNER for selection of the Consultant for FDP of Champalijore Irrigation Project. Though adequate care has been taken while preparing the RfP 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 RfP 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 RfP, even if any loss or damage is caused by any act or omission on their part. All information submitted in response to RfP 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 proposal in response to the RfP, each bidder certifies that it understands, accepts and agrees to the disclaimers on this page. Nothing contained in any other provision of the RfP 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.
28.	Time period of Contract:	28.1	The time period for completion of the contract is **12 calendar months** from the **effective date of the contract.** Consultant is required to establish their Offices at Bhubaneswar within 15 days from issue of the LOA. Time is the essence of the Contract; the consultant shall endeavor to complete the contract within the contractual period by all means. However, under unforeseen circumstances for reasons not attributable to the Consultant, OWNER reserves the right to extend the contract period.

29.	Confidentiality	29.1 29.2	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.
30.	Last Date and Time of submission of Bid	30.1	On-line Date.:16.11.2026 & Time: up to 1:00 P.M
31.	Date, Time & Place of Opening of the 1st part (Techno-commercial) Bid	31.1	On-line Date.:17.11.2026 at 11:00 A.M onwards O/o the Superintending Engineer, Anugola Investigation Division, At-Matiasahi,PO-Hakimpada, New Irrigation Colony, Anugola PIN-759143.

SECTION – IV

GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

1.Appointment	1.1	OWNER shall appoint the consultant to carry out the scope of services as mentioned at **Section-V.** The consultant 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	The Services to be provided are broadly specified in the detailed Scope of Work (Section-V). However, the Consultant should be diligent in deployment of their manpower & sources in line with site & project requirement to ensure economy in cost.
	2.2	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	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 consultant must have rendered consultancy service for.
	3.2	The agency must submit a list of litigation history during last 5 years. The Consultant 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, Techno-Commercial Bid & 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 and the proposal, 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 Consultant 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 7.2	The Contract as well as all correspondence and documents relating to the Contract exchanged by the Consultant 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. 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 consultant 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 proposal 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. Contract Performance Bank	9.1	The Consultant shall, within Seven (07) days of the receipt of Letter of Award, provide a Contract Performance Bank Guarantee for an amount equivalent to 5% of the Contract Price towards satisfactory performance of the Contract valid for 15 months (12 months contract period plus 3 months) confirmed by Bhubaneswar branch of the issuing bank to be encashable at Bhubaneswar.
	9.2	In the event consultant commits any delay in execution of its contract or defaults in satisfactory execution of contract or there is any breach of contract and the delay/default/breach continues further even after expiry of 15 days intimation to that effect, OWNER shall reserve the right to invoke the Contract Performance Bank Guarantee and appropriate the amount secured there under.
	9.3	The Contract Performance Bank Guarantee shall be denominated in the Indian rupees.
	9.4	If the contract period of consultant gets extended due to any reason, Consultant shall furnish the extended Contract Performance Bank Guarantee for such extension period.
	9.5	The Contract Performance Guarantee shall be discharged by OWNER and returned to the Consultant not later than Fifteen (15) days following the date of completion of the Consultant's performance obligations under the Contract.

10. Contract Price	10.1	The Contract Price shall be FIRM and fixed during the tenure of Contract in accordance with the Price Proposal annexed as Section-VIII (enclosed)
	10.2	However, based on reasons not attributable to the Consultant if time is extended the actual value of the contract may vary.
	10.3	The Consultant 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
	10.4	The contract price shall be inclusive of all Costs, Expenses, Overheads, Duties and all Taxes but excluding GST.
	10.5	The Price for the additional assignment/ deliverables over and above the defined scope of work, if any, shall be decided mutually between OWNER & Consultant as per standard practices of OWNER.
11. Terms of Payment	**11.1**	**As per Section-V-Terms of Reference (TOR)**
12. Taxes and Duties	12.1	The prices quoted by the Consultant shall be inclusive of all Costs, Expenses, Overheads, Duties and all Taxes but excluding GST for the entire scope of consultant specified under Section-V.
	12.2	TDS as applicable shall be deducted from payment to the consultant while releasing the payment.
13.Statutory Obligation	13.1	The Consultant 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 Consultant 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 Consultant hereby agrees to indemnify OWNER, for all conditions and situations mentioned in this clause, in a form and manner acceptable to OWNER. The Consultant 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 Consultant or its agents or employees or any third party associated with consultant 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 Consultant 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 Consultant 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 Consultant in performing the Consultant'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 Consultant 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 Consultant 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 Consultant is unable to secure such license within a reasonable time, the Consultant 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	Survival on termination. The provisions of this Clause shall survive Termination.
	16.5	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 Consultant a notice thereof, and the Consultant 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 Consultant 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 Consultant's request, afford all available assistance to the Consultant in conducting such proceedings or claim, and shall be reimbursed by the Consultant 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 Consultant to pay liquidated damages to OWNER; and b) the aggregate liability of the Consultant 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 Consultant to indemnify OWNER with respect to patent infringement.
18. Settlement of Disputes & Arbitration:	18.1	Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.
	18.2	If any dispute or difference of any kind, whatsoever, shall arise between the Owner and the Consultant arising out of the Contract for the performance of the Work whether during the progress of the Work or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the SE, Anugola Investigation Division who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the owner and the Consultant.

	18.3	Save as hereinafter provided, such decision in respect of every matters so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the Consultant who shall proceed with the Works with all due diligence, whether he or the Owner requires arbitration as hereinafter provided or not.
	18.4	If after the SE, Anugola Investigation Division has given written notice of his decision to the parties and no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.
	18.5	In the event of the SE, Anugola Investigation Division failing to notify his decision as aforesaid within thirty (30) days after being requested as aforesaid, or in the event of either the Owner or the Consultant being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty days, as the case may be, either party may require that the matters in dispute be referred to arbitration as hereinafter provided.
	18.6	All disputes or differences in respect of which the decision, if any, of the SE, Anugola Investigation Division has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.
	18.7	The arbitration shall be conducted by three arbitrators, one each to be nominated by the Consultant and the Owner and the third to be appointed as a presiding arbitrator by both the arbitrators in accordance with the Arbitration & Conciliation Act-1996. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration. In case of failure of the two Arbitrator appointed by the parties to reach upon consensus within a period of 30 days from the appointment of Arbitrators subsequently appointed, then, upon the request of either or both parties, the presiding Arbitrator shall be appointed by the D.C-cum-ACS, DoWR.
	18.8	The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act-1996 or any statutory modification thereof. The venue of arbitration shall be at Bhubaneswar.
	18.9	The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation of the SE, Anugola Investigation Division in accordance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put before the SE, Anugola Investigation Division for the purpose of obtaining the said decision.

	18.10	No decision given by the SE, Anugola Investigation Division in accordance with the foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.
	18.11	During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.
	18.12	Fees and expenses of all the arbitrator shall be shared equally by both the parties unless decided otherwise in the Arbitration Award.
19. Governing Law	19.1	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.
20. Change in Laws and Regulations	20.1	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 Consultant has thereby been affected in the performance of any of its obligations under the Contract.
21. Force Majeure	21.1	The Consultant 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.
	21.2	For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Consultant that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Consultant. Such events may include, but not be limited to wars or revolutions, earthquake, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
	21.3	If a Force Majeure situation arises, the Consultant 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 Consultant 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 Consultant to OWNER and vice-versa.
	21.4	The decision of OWNER with regard to the occurrence, continuation, period or extent of Force Majeure shall be final.

22. Change Orders and Contract Amendments	22.1	OWNER may at any time order the Consultant 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 Consultant.
	22.2	If any such Change Order causes an increase or decrease in the cost of, or the time required for, the Consultant'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 Consultant for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Consultant's receipt of OWNER's Change Order.
	22.3	No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.
23. Default of the Consultant	23.1	If the Consultant – (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,
	23.2	The OWNER may suspend payment under the Contract and shall notify the Consultant in writing specifying the reason for the notice and requiring the Consultant to show cause within thirty (30) days from the giving of such notice why the appointment of the Consultant should not be terminated.
	23.3	If the Consultant 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 Consultant by notice to the Consultant by the date specified in the notice.
	23.4	On termination of the appointment of the Consultant 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 Consultant under the Contract.

24.Default of the OWNER	24.1	If the OWNER commits a substantial breach of the Contract, the Consultant may give the OWNER a notice to show cause within twenty-eight (28) days why the Consultancy Services should not be terminated.
	24.2	If by the time specified in a notice under clause 24.1 the OWNER fails to show reasonable cause why the Consultant should not exercise a right referred to in Clause 24.1, the Consultant may by notice suspend the whole or any part of the Consultancy Services.
	24.3	The Consultant 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 Consultant may by notice to the OWNER to terminate the Contract.
	24.4	The Consultant shall be entitled to recover from the OWNER any direct costs incurred by it as a direct result of the termination.
25.Termination	25.1	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 Consultant, b. terminate the Contract in whole or in part: (i) if the Consultant 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 Consultant, 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 proposal is found to be false or misleading; or (iv) if the Consultant 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 Consultant shall be liable to OWNER for any additional costs for such Services. However, the Consultant shall continue performance of the Contract to the extent not terminated.

	25.2	Termination for Insolvency: OWNER may at any time terminate the Contract by giving Notice to the Consultant if the Consultant becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to OWNER.
	25.3	Termination for Convenience: 24.3.1 OWNER, by Notice sent to the Consultant, 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 Consultant under the Contract is terminated, and the date upon which such termination becomes effective.
	25.4	Consequences of Termination: Upon Termination of the Contract, the Consultant 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 Consultant to which Consultant will abide by. (iii) The Consultant 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.
26. Assignment	26.1	The Consultant shall not assign, in whole or in part, their obligations under this Contract.
27. Confidential Information	27.1	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.
	27.2	After the entering of the contract OWNER and the Consultant 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 Consultant 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 Consultant shall obtain from such sub-contractor an undertaking of confidentiality similar to that imposed on the Consultant under this Clause.

	27.3	OWNER shall not use such documents, data, and other information received from the Consultant for any purposes unrelated to the Contract. Similarly, the Consultant 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.
	27.4	The obligation of a party under GCC Sub-Clauses 27.1 and 27.2 above, however, shall not apply to information that: 27.4.1 OWNER or Consultancy need to share with the institutions participating in the financing of the Contract; 27.4.2now or hereafter enters the public domain through no fault of that party; 27.4.3 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 27.4.4 Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
	27.5	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.
28. Public Disclosure	28.1	All services provided to OWNER by bidder are subject to Country public disclosure laws such as RTI etc.
	28.2	The Consultant shall not make or permit to be made public announcement or media release about any aspect of this Contract unless OWNER first gives the Consultant its written consent.

29. Review of Performance	29.1	A designated team / person from OWNER may review the performance of consultant against the Consultant 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.
30. Adherence to safety procedures, rules, regulations and restriction	30.1	Consultant 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.
	30.2	The Consultant 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.
	30.3	The Consultant 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.
	30.4	OWNER will be indemnified for all the situations mentioned in this clause in the similar way as defined in GCC.
	30.5	The employees engaged by the Consultant will be guided by OWNER leave rule.
31. Non- Solicitation of Staff	31.1	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.
32. Intellectual Property	32.1	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 Consultant solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Consultant 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 Consultant assigns those Intellectual Property Rights to OWNER on creation.

	32.2	The Consultant 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 Consultant 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 Consultant or its personnel during the course of performance of the Related Services. In case of any infringement by the Consultant, the Consultant shall have sole control of the defense and all related settlement negotiations.
	32.3	Subject to sub-clauses 32.1 to 32.2, the Consultant shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the Consultant that existed before the effective date of the contract.
33. Survival	33.1	The clauses of this contract, which by nature are intended to survive termination of this contract, shall remain in effect after such termination.
34. Conflict of Interest	34.1	The Consultant warrants that, to the best of its knowledge, information and belief, at the date of submitting its Proposal, 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 Consultant undertakes to notify the SE, Anugola Investigation Division immediately in writing, of that conflict of interest.
	34.2	The Consultant 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 the Consultancy Services to the OWNER fairly and independently. Any such activity must be disclosed in writing to the SE, Anugola Investigation Division immediately.
	34.3	Where the SE, Anugola Investigation Division receives a notice of conflict of interest under Clause 34.1 or 34.2, the OWNER may proceed under clause 34 of the Contract, to terminate the Contract.

35. Conflict among assignments	34.4 35.1	The Consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the OWNER under the contract. It should be the requirement of the consultancy contract that the consultants 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. Consultant 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. Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting an OWNER in the privatization on public assets shall neither purchase nor advise purchasers of, such assets.
36.Professional Liability.	36.1	The Consultant 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 consultant's gross negligence or willful misconduct; (b) the consultant's liability to the Owner may in no case be limited to less than the total payments expected to be made under the consultant's contract, or the proceeds the Consultant is entitled to receive under its insurance, whichever is higher; and (c) any such limitation may deal only with the Consultant's liability toward the employer and not with the Consultant's liability toward third parties.
37.Staff Appointment / Substitution.	37.1	Consultant shall ensure to appoint its key personnel as per the requirement to perform the specific task.
38. Cessation of Responsibility	38.1	All responsibilities of Consultant under this CONTRACT shall be deemed to have been discharged. Upon expiry of defect liability period of the contract.

39. Changes and additions in Consultant's scope of works	39.1	OWNER shall have the right to request the Consultant in writing to make any changes, modifications, deletions and/or additions to Consultant's scope of works. Consultant shall review such written requests and if such changes and additions would jeopardize fulfillment of any of Consultant's obligations under this CONTRACT, Consultant 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, Consultant 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 Consultant receives written authority from OWNER on variation in prices and time schedule, Consultant will not be obliged to proceed with any such variation in the scope of works.
40. Notices	40.1 40.2 40.3 40.4	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. 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. All notices under this contract shall be sent to or delivered at the address as specified by the parties. A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

SECTION – V

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

SCOPE OF WORK AND TERMS OF REFERENCE (TOR)

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 nos of villages (Partly) to be submerged due to construction of the project.

The forest land of 399.772 Ha. for Phase-1 & Phase-2 Forest clearance of Champalijore Irrigation Project involves for:

- Reservoir of Champalijore Irrigation Project.
- Right Main Canal. Nil (through UGPL)

Sl No	Description	Reservoir	RMC Canal (Minor Sub-minor & Distributary)	Total
1	**Total Forest Area required for diversion (in Ha)**	**399.772**	-	**399.772 Ha.**
2	Revenue Forest (Approximately)	325.33	-	325.33
3	Reserve Forest (RF) (Approximately)	2.02	-	2.02
4	Village Forest	52.64	-	52.65
5	No. of revenue villages through which the canal system runs & submerge villages.	07	-	07
6	Alternate Road	19.772	-	19.772

Technical support is required by DoWR for preparation & filing of forest diversion proposal under the Forest Conservation Act. 1980 for the purpose of obtaining forest clearances from MoEF & CC, Govt. of India.

Liaisoning and coordination with all concerned State and Central Government Departments/Authorities, including submission, follow-up and compliance of necessary documents, queries and requirements at every stage for obtaining Stage-I and Stage-II Forest Clearances.

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

A FORM-A (Part-I)

1. Preparation of Maps and Documents (certified land schedule/maps, DGPS survey, ORSAC certification of geo-referenced forest land map).

- Preparation of Land schedule of project area, village wise/ class wise, with certified RoR copies
- Collection of forest land records for the area of interest (notified areas, DLC areas)
- Verification of revenue land schedules with certified RoR with Sabik comparison for forestland.
- Assessment of loss of forest from forest & revenue records
- Finalize Forest land schedule (village wise, RF wise) with summary.
- Prepare digitized village maps (after mosaic of corresponding cadastral map sheets) showing project boundary and forest land proposed for diversion.

DGPS Survey of the diverted Forest land as per MoEF&CC guidelines

- DGPS survey of the diverted forest land involved in the project area as per ORSAC guideline
- Technical support for verification and certification of the DGPS surveyed forest land maps at ORSAC.
- Field demarcation and fixing of pillars on the boundary change points of the Forest Land as specified by the concerned DFO, as per govt guidelines and as directed by the Engineer-in-Charge.
- Preparation of the Shape/ KML files of the ORSAC certified Forest Land boundary required to be uploaded during e-filing of the forest diversion proposal
- Integration of forest land map and schedules in GIS environment
- Preparation of Unified cadastral map of the project area showing forest land proposed for diversion
- Preparation of Layout Plan map through superimposition of the project layout plan on 1:4000 scales on unified cadastral map.
- Computation of purpose wise utilization of forest land for each unit of operation
- Project area map with a 10 Km. buffer depicted on original Survey of India topo map & Resources at LISS-IV Imagery in 1:25,000scale.
- Collection/Collation/Compilation of Supporting documents including different types of maps etc. to be provided by the office of the Superintending Engineer as and when required.
- Compilation of FDP application, as per prescribed format with project particulars/supporting provided by DOWR.
- Evaluation of Benefits notwithstanding the Loss of forest.
- Authentication of enclosures by DOWR and documents received from the Tahsildar.

Identification and DGPS survey of the Compensatory Afforestation Land

- Identification of Compensatory afforestation land & identification of Additional Compensatory afforestation land (degraded) if the identified CA land does not accommodate the total no of plants to be planted as certified by the DFO.
- Joint (Revenue & Forest) Verification.
  - Short listing of sites (non-forest government land) from revenue records in district/tehsil offices
  - Evaluation of sites identified for compensatory afforestation (CA)
  - Verification of maps records (including DLC, Sabik records, if necessary)

- Validation of land on ground in collaboration with revenue department
- Site inspection & acceptance of CAF land by DFO.
- Non-encroachment and non-encumbrance certificate from Tahsildar concerned for the site accepted by DFO
- Maps of compensatory Afforestation on SOI Topo sheet
- Maps of compensatory Afforestation on village sheet or combined village sheets.
- Suitability Certificate of DFO/CF against the compensatory afforestation area on the land schedule, village sheets and field book
- Preparation of Compensatory Afforestation scheme
- Formulation of proposal to declare compensatory Afforestation area as R.F/PF
- DGPS survey of the compensatory afforestation land involved in the project. area as per ORSAC guideline
- Technical support for verification and certification of the DGPS surveyed forest land maps at ORSAC
- Preparation of the Shape/ KML files of the ORSAC certified Compensatory Afforestation Land boundary required to be uploaded during e-filing of the forest diversion proposal.
- Submission to O/o PCCF, Odisha & presentation of the proposal before the PCCF, Nodal. Compliance to the observation raised by PSC & resubmission of the proposal & forwarding to concerned DFOs by PCCF (Nodal).
- Preliminary scrutiny at o/o PCCF, Odisha and forwarding of proposal to DFOS concerned.
- **Preparation of Catchment Area Treatment Plan** and approval from PCCF(Nodal), Bhubaneswar
    - Satellite Image (Merge product of (CARTOSAT -1A & LISS IV MX) for catchment area.
    - Satellite Image interpretation for thematic information extraction of land use, Geomorphology, ground water prospects (Geology, structure & geomorphology), soil, slope, drainage & water bodies.
    - Field Observations & soil profile study
    - Physicochemical analysis of pardons
    - GIS based analysis of thematic layers & generation of catchment management plan map
    - Final report & output generation

2 Finalization of document along with all the required Input data and supporting documents in required soft copy format; e-filing of the Forest Diversion Proposal in MoEF & CC portal to facilitate electronic Submission of FDP proposal to Nodal Officer, FC Act., PCCF Office.

- Provide authorization in favor of consultant to interact with ORSAC in connection with DGPS survey and certification.
- Original cadastral maps.
- Certified RoR copies of the project area.
- Certified Land Schedule of the project area.
- Summary of Project Report.
- S.I Estimate.
- Administrative Approval of Land Requirement for the Project.
- Techno-investment and feasibility appraisal.
- Power of Attorney in favor of Authorized signatory signing the FDP documents.
- Benefit cost analysis of the project.

- Undertaking to pay all statutory payments to acquire the Forest land and to prevent Environmental Degradation due to the establishment of the project.
- Present during interactions with DFO to finalize demarcation requirements of forest land and demarcation of forest land parcel by Forest and Revenue Officials.
- Request Forest and Revenue officials' endorsement final map and report indicating their presence during demarcation and DGPS Survey, prior to ORSAC submission.
- Resolve administrative, law and order Issues, If any
- Obtain forwarding letter from DFO to ORSAC for verification of geo-referencing work.
- Rehabilitation and Re-settlement plan as per the latest R&R Policy. (if necessary)

B FORM-A (PART-II)

1. Field verification, Tree Enumeration, NPV computation and DF's Report.

a. Verification and authentication of forest land schedules, Field Inspection, Demarcation, DGPS survey with ORSAC certification Verification and authentication of forest land schedules, Field Inspection, Demarcation, DGPS survey with ORSAC certification verification and authentication of forest land schedules, filed inspection, Demarcation, DGPS survey with ORSAC certification.

- Document Verification report (Forest area in the project and its legal status with respect to: Land Schedules as in Hal and Sabik Records, DLC Report & Forest department records)
- Incorporation of corrections/changes (if any) as per feedback of O/o DFO
- Authentication of Land schedule, Maps, and relevant records of Part- by DFO
- Approval and incorporation of ORSAC certified DGPS surveyed, geo-referenced forest land map and Compensatory Afforestation Area land map by DFO
- DFO's authentication of Maps and Reports.
- Demarcation of forestland.
- DGPS Survey and preparation of geo-referenced digital map of the forest land
- ORSAC certification of DGPS survey and geo-referencing of forestland.
- DFO's authentication of maps and schedules

b. Formulation of Compensatory Afforestation scheme.

- Short listing of sites (non-forest government land) from revenue records in district/Tahasil offices.
- Evaluation of site identified for compensatory afforestation (CA)
- Verification of maps records (Including DLC, Sabik records (if necessary)
- Validation of land on ground in collaboration with revenue dept.
- Site Inspection & acceptance of CAF land by DFO
- Non-encroachment and non-encumbrance certificate from Tahasildar concerned for the site accepted by DFO,
- Demarcation, DGPD survey & geo-referencing of CAF land
- CAF site demarcation (with fencing pillars)
- Preparation of field book of compensatory Afforestation area with geo-coordinates and chainage-bearing.
- Maps of compensatory Afforestation on SOI Topo sheet.
- Maps of compensatory Afforestation on village sheet or combined village sheets
- Suitability Certificate of DFO/CF against the compensatory afforestation area on the land schedule, village sheets and field book.

- Preparation of Compensatory Afforestation scheme.
- Formulation of proposal to declare compensatory Afforestation area as R.F/PF.

C. NPV Computation.

- Assistance to DFO in tree enumeration, computation of vegetation density and NPV Computation

D. Supporting plan/schemes and its transmission to conservator of Forests with supporting.

- Assistance to DFO for formulation of other supporting proposals such as catchment treatment plan for the project area. Wildlife Management plan (if required). Plans for soil moisture conservation, ground water recharging.
- Map of the Project Impact Area (PIA) showing source of Interference, wild life habitats, Ecologically Fragile Zone. Major path of migration, water bodies, boundary of protected area and Notified Forest Areas and the proposed mitigation measures.
- Map showing the proposed conservation measures in the project Area.
- Incorporation of Collector's certificate on Forest Right Act as provided by DOWR
- Transmission of FDP to conservation of Forests.
- Conducting Gram Sabha and Processing of FRA certificates through Collector's office Transmission of FDP with DFO's report to Conservator.

2. **Assistance in preparation of Compensatory Afforestation Area Scheme by the concerned DFO**
3. Conducting Gram Sabha and Processing of FRA certificates through Collector's office
4. Transmission of FDP with DFO's report to Conservator of Forest.

C. FORM-A (PART-III) (Conservator's Report)

1. Field visit, Verification, Transmission of FDP with CF's report to Nodal Officer, O/o PCCF, Odisha

- Site Inspection and certification by RCCF
- DFO and CF's report
- Authentication of Maps &documents
- Transmission of FDP to Nodal Office FC Act in the Office of PCCF, Odisha

D. FORM-A (PART-IV) [Recommendations of office of PCCF, Odisha)

1. Scrutiny & Transmission of FDP to department of Forest and Environment, Govt. of Odisha with PCCF's recommendation.

- Compliance to Nodal Office FC Act in the Office of PCCF, Odisha
- Compliances to PCCF Odisha
- Transmission to Government of Odisha (F&E department)

E. FORM-A (PART-V) (Recommendations of office of PCCF, Odisha)

1 Recommendation of Govt. of Odisha and Transmission of FDF application to MoEF & CC, Government of India

- Compliances to F & E Dept. Govt. of Odisha
- Transmission to MoEF & CC

F. PROCESSING AT MOEF & CC, GOVT. OF INDIA

1. Technical compliance for Stage-I Clearance, as required.
2. Technical compliance for MoEF & CC stage-II compliance. As required.
   Administrative co-ordination, as required.

G. Addendum.

- The complete Process of Gram Sabhas for the purpose shall be facilitated with necessary logics support. The user agency (DoWR) shall remain present and explain the project perspectives in the Gram Sabha and abide by the resolutions made in such Gram sabhas.
- DGPS survey and preparation of geo-reference digital map of the diverted forest shall include fixing of pillars for the selected forest boundary points.
- DGPS survey and geo-referencing of CAF land shall include fixing of pillars for the selected 3d CAF boundary points.

4. DELIVERABLES: -

1. DGPS survey and ORSAC certification of geo-referenced forest land boundary proposed for diversion including certification and authentication of forest land schedule by concerned Tahsildar and Divisional Forest Officer. Demarcation and DGPS survey of CAF land patches as certified by concerned Tahsildar and DFO and ORSAC certification of geo-referenced CAF land parcels. All other documentation, e-filing of FDP, its scrutiny at Project Screening Committee (PSC) and forwarding to concern DFO, for field verification.
2. Tree enumeration, NPV computation, CAF scheme formulation and its authentication by DFO.
3. Completion of field verification and authentication of FDP by DFO, obtaining of NOC under FRA certificate form Collector along with the consent resolution of Gram Sabha and recommendation of FDP including all supporting plan proposals by DFO to PCCF (completion of Part-II by DFO online).
4. Site inspection, scrutiny of FDP, technical compliance, recommendation of FDP and supporting plan proposal by PCCF (Nodal Officer, Forest Conservation Act).
5. Scrutiny and recommendation of FDP by Forest Environment & Climate Change, Govt. of Odisha to MoEF& CC, Govt. of India.
6. Presentation to MoEF& CC including coordination for technical compliances for obtaining In-Principle (Stage-I) Forest Clearance.
7. On obtaining final (Stage-II) Forest Clearance.

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

Sl.	Deliverables	Timeline	% of Payment
1.	Authentication of maps and land schedules by DFO including DGPS survey, Pillar fixing for the selected forest boundary points and ORSAC certification & Formulation of Compensatory afforestation scheme including Pillar fixing, DGPS survey, for the CAF boundary points and e-Filling of FDP application with O/o PCCF, Odisha	1^{st} – 3^{th} month	25 %
2.	Transmission of FDP with DFO's report to Conservator of Forests with NPV computation and supporting including complete process of conducting/holding Gram Sabhas	4^{th} – 5^{th} month	10%
3.	Transmission of FDP with CF's report to Nodal Officer, O/o PCCF, Odisha.	5^{th} – 6^{th} month	10%
4.	Transmission of FDP to Department of Forest and Environment with PCCF's recommendation & Approval of CATP by the PCCF Nodal.	7^{th} month	10%
5.	Transmission of FDP application to MoEF & CC, Government of India.	8^{th} month	05%
6.	Technical Compliance & Obtaining Stage I Forest Clearance by the MoEF & CC	9^{th} - 10^{th} month	20%
7.	Technical compliance for obtaining Stage II Forest Clearance from MoEF & CC, New Delhi, as required.	11^{th}-12^{th} month	20%
Total		**12 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 proposal along with other requisite documents duly signed as mentioned in relevant clauses of the RFP document.

Sl. No.	Eligibility Criteria	Supportive Documents
1.	The bidder shall be an Indian entity, which may be a Company registered under the Companies Act, 1956/2013, a Partnership Firm registered under the applicable laws, a Limited Liability Partnership (LLP) registered under the applicable laws or a Proprietorship Concern holding a valid Udyam Registration Certificate.	i. Certificate of Incorporation/ Partnership deed/ Udyam Registration Certificate, and ii. Valid GST Registration Certificate, and iii. Copy of PAN
2.	Bidder must have at least 20 nos. of regular professionals under permanent pay rolls working under their organization.	i. Valid EPF registration certificate along with employee list and copy of latest challan or ii. Valid ESI registration certificate along with employee list and copy of latest challan or i. Employee Group Insurance certificate and list.
3.	The bidder shall be an eligible Consulting Agency/Firm having valid ORSAC empanelment under the applicable DGPS Survey category and experience in execution of Forest Diversion/Forest Clearance.	i. Valid document indicating ORSAC Empanelment under DGPS survey Category.
4.	Bidder must have experience in preparation of geo-referenced land map of any project through DGPS survey including ORSAC certification for value not less than Rs. 20 Lakhs for State/ Central Govt./ PSUs in the last 10 years.	i. Copies of work orders / agreement / completion certificate, and ii. Proof of ORSAC verification letter. Note- The above two documents are to be uploaded for each work separately for evaluation purposes.
5.	Bidder must have Experience in obtaining Stage-I (in-principle) Forest Clearance for State/ Central Govt./ PSU projects in Odisha in last 10 (Ten) years.	Copies of work orders / agreement along with Stage-I Forest clearance certificate.
6.	Bidder must have Experience in obtaining Stage-II (final) Forest Clearance for State/ Central Govt./ PSU projects in Odisha in last 10 (Ten) years.	Copies of work orders / agreement along with Stage-II clearance certificate. *Note- The credentials/ experience certificates of the projects already uploaded for Stage-I qualifying Criteria (Sl. No. 5) shall not be considered for Stage-II qualifying Criteria.*

7.	The average annual financial turnover of the bidder must be ≥ INR 1 Crore during the last 5 financial years (i.e. from Financial Year 2021-22 to Financial Year 2025-26) and in the bidder must have made profit in the last 3 FYs. Weightage of 10% per year shall be given on FY turnover of previous year to bring them to current price level.	• Auditor certified turnover and net worth statement in format (Form T-3) • Copies of audited Balance sheet, Profit & Loss statements For the FY (2025-26, 2024-25, 2023-24, 2022-23 & 2021-22)
8.	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)
9.	The bidders shall submit a Registered Power of Attorney in favor of the bidder's representative.	Copy of Power of attorney (Form T-4)

Note: For purposes of this RFP, consortium/ JV is not allowed.

2. **Documents / Formats need to be submitted along with TECHNICAL PROPOSAL:**
The bidders have to furnish the following documents duly signed in along with their Technical Proposal:
   1. Filled in Bid Submission Check List in Original (Annexure-I).
   2. Covering letter (Form T– 1) on bidder's letterhead requesting to participate in the selection process.
   3. Bid Processing Fee & document towards Earnest Money Deposit (EMD).
   4. General Details of the Bidder (Form T – 2) along with supporting documents.
   5. Power of Attorney (Form T – 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 T – 5).
   8. Approach, Methodology & Work Plan to undertake the assignment (Form T – 6).
   9. 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)
   10. Undertaking regarding no-relationship. (Annexure-III)
   11. Undertaking regarding authenticity of all the documents submitted. (Annexure-IV)
   12. Undertaking to execute Forest Diversion Proposal work as per Latest MoEF & CC Guidelines (Annexure-V)
   13. Accepted Price proposal (Form F-1)
   14. Quoted Price (Form F-3)

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 RFP Document. The proposal must be complete in all respect and indexed. Each page should be numbered and signed by the authorized representative.

3. **Evaluation of Proposal:**

A two-step evaluation process will be conducted as explained below for evaluation of the proposals:

- **Preliminary Evaluation (1st Stage):** Preliminary evaluation of the proposals will be done to determine whether the proposal 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 T – 1) on bidder's letterhead requesting to participate in the selection process.
  - Bid Processing Fee & EMD.
  - General Details of the Bidder (Form T – 2) and Financial Details of the Bidder (Form T – 3).
  - Power of Attorney (Form T – 4) in favor of the person signing the bid on behalf of the bidder.
  - Self-Declaration on potential Conflict of Interest (Form T – 5).
  - Approach, Methodology & Work Plan to undertake the assignment (Form T – 6)
  - 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 proposal 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)
  - Undertaking to execute Forest Diversion Proposal work as per Latest MoEF & CC Guidelines (Annexure-V)
  - Accepted Price proposal (Form F-1)
  - Quoted Price (Form F-3)

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

- **TECHNICAL EVALUATION (2nd Stage):** Technical evaluation will be done only for those applicants who clear the 1st stage evaluation. The Technical eligibility of the candidate shall be assessed based on the following criteria:

Sl. No.	Evaluation Criteria	Scoring Criteria	Maximum Marks	Supporting Documents
1	The bidder should have Annual Average Turnover ≥ **INR 1 Crores** in the last 5 (five) financial years. FY (2025-26, 2024-25, 2023-24, 2022-23 & 2021-22) **Notes- Bidder should have made profit in each of the last 3 Fys**	Average Annual Turnover: • For Turnover Rs. 1crore to Rs. 5crores = 10 marks • More than Rs. 5 crores = 15 marks	15	• Auditor certified turnover and net worth statement • Copies of audited Balance sheet, Profit & Loss statements For the FY (2025-26, 2024-25, 2023-24, 2022-23 & 2021-22)

2	Numbers of professionals on regular payroll	• 20-30 professionals: 10 Marks • More than 30 professionals: 15 Marks	15	• Valid EPF registration certificate along with employee list and copy of latest challan or • Valid ESI registration certificate along with employee list and copy of latest challan or Employee Group Insurance certificate and list.
3	Experience in preparation of geo-referenced land map of any project through DGPS survey, including ORSAC certification for value not less than Rs. 20 Lakhs for State/ Central Govt./ PSUs in the Last 10 years.	1 Project- 10 marks	30	• Copies of work orders / agreement / completion certificate, and • ORSAC Verification letter certifying the Forest Area Surveyed. Note- The above two documents are to be uploaded for each work separately for evaluation purposes.
4	Experience in obtaining **Stage-I/ in-principle approval** for diversion of Forest land for State/ Central Govt./ PSU projects in Odisha in last 10 (Ten) years.	Each project- 5 marks. 2 marks extra for each irrigation project executed in Odisha. (subject to a maximum of 20 marks)	20	Copies o f work orders / agreement along with **Stage-I/ in-principle approval** for diversion of Forest Land.
5	Experience in obtaining **Stage-II/ Final approval** for diversion of Forest land for State/ Central Govt./ PSU projects in Odisha in last 10 (Ten) years.	Each project- 5 marks. 2 marks extra for each irrigation project executed in Odisha. (subject to a maximum of 20 marks)	20	Copies of work orders / agreement along with **Stage-II/ Final approval** for diversion of Forest Land. *Note- The credentials/ experience certificates of the projects already uploaded for Stage-I qualifying Criteria (Sl. No. 4) shall not be considered for Stage-II qualifying Criteria.*
	TOTAL		**100**	

(i) **A Proposal shall be rejected if the bidder scores less than 70 (seventy) marks in Technical Evaluation (2nd Stage)**.

- **FINANCIAL EVALUATION (LEAST COST SELECTION) (3rd Stage):**
- The bidders shall quote their percentage rate, either above (+) or below (-) the estimated contract value, in the prescribed format. The estimated contract amount shall be fixed by the Employer based on the quantity and rate specified in the Bill of Quantity.
- The financial proposals of only those bidders who qualify the technical evaluation (2nd Stage – minimum qualifying score of 70 marks) shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The technically qualified bidder quoting the lowest evaluated contract price shall be considered the L1 Bidder. In case two or more technically qualified bidders quote the same lowest percentage rate (rounded to two decimal places), the bidder securing the higher technical score shall be ranked first and selected as the L1 Bidder.

SECTION – VII

Forms for Submission of Techno-Commercial Proposals

TECHNICAL PROPOSAL SUBMISSION FORMS

(T-1 TO T-6)

Form T -1

COVERING LETTER

(ON BIDDER'S LETTER HEAD)

[Location, Date]

To,

The Superintending Engineer,
Anugola Investigation Division, Anugola.

Subject: Request for Proposal for Engagement of Consultant for the work Documentation and processing of Forest Diversion Proposal & obtaining stage-I & stage-II clearance from MoEF & CC, New Delhi (including preparation & approval of Catchment Area Treatment Plan) for Champalijore Irrigation Project under Sambalpur District of Odisha."

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal vide Bid Identification No.----------dtd. ----------
I hereby submit the proposal which includes this technical proposal. Our proposal will be valid for acceptance up to 90 Days and I confirm 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 statements 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 modifications resulting from contract 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 requirements 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-contract costs. In case, any provisions of this RFP/ ToR including of our technical & financial proposal is found to be deviated, then your owner shall have rights to reject our proposal including forfeiture of the Earnest Money Deposit absolutely. I confirm that, I have the authority to submit the proposal and to 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 and Designation:
Address of Bidder:

Form T -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 RFP	YES
11	Willing to accept all the terms and conditions as specified in the RFP	YES

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

Form T -3

Bidder Organization (Financial Details)

Financial Information in INR						
Details	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	Average
Average Annual Turnover (in Crore).						

Supporting Documents:

Audited certified financial statements for the last Five 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 proposal failing which the proposal 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 T -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 T -5

(ON BIDDER'S LETTER HEAD)

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your Consultant which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility 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 Consultant as Individual is not indulged in any such activities which can be termed as the conflicting activities as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (5).

I, also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the Client/Employer which shall be binding on us.

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

Communication Address of the Bidder:

Form T -6

(ON BIDDER'S LETTER HEAD)

DESCRIPTION OF APPROACH, METHODOLOGY & WORK PLAN TO CARRY OUT THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, bidder 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:

a. Key guiding principles for the study, Acts & laws to be referred.
b. Proposed Framework.
c. Information matrix
d. 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:

a. Detail vetting of designs, drawings and estimation procedures.
b. Field Process Protocol control
c. Suggestive tools for data collection.
d. Analysis of field data and preparation of reports
e. 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.

E. Proposed Workplan to Carry Out the Assignment

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

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

Further, it is necessary to enlist 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:

SECTION: VIII

FINANCIAL PROPOSAL SUBMISSION FORM (F-1) AND BOQ

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

Form F-1: PRICE PROPOSAL

Forwarding Letter

(ON BIDDER'S LETTER HEAD)

From: **To:**

_____ Superintending Engineer

_____ Anugola Investigation

_____ Division Anugola

1. **Sub: - Request for Proposal for Engagement of Consultant for Documentation and processing of Forest Diversion Proposal & obtaining stage-I & stage-II clearance from MoEF & CC, New Delhi (including preparation & approval of Catchment Area Treatment Plan) for 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 Proposal** in the following Form, against the subject RFP for consideration of my bid.

1. **SCOPE: Forest Diversion Proposal & obtaining stage-I & stage-II clearance from MoEF & CC, New Delhi (including preparation & approval of Catchment Area Treatment Plan) for Champalijore Irrigation Project under Sambalpur District of Odisha.**

2. Name of the Consultant Firm: ……

Price Proposal:

The **PRICE proposal** as per FORM F-2 in intelligent excel format.

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

Yours faithfully,

Authorized

Signatory: Full

Name:

Address:

Phone No:

E-mail Id:

Note:

1. Consultant shall quote the price strictly as per the format prescribed in the RFP 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.

Form- F-1 to be submitted in pdf format with Price Proposal

Signature of the Bidder

Form F-3

(ON BIDDER'S LETTER HEAD)

Quoted Price for Bid Id No.

Sl. No.	Name of the Work	Amount in Rs.	Percentage above or below	Amount
1	**2**	**3**	**4**	**5**
1	Request for Proposal (RFP) for engagement of consultant for Documentation and processing of Forest Diversion Proposal & obtaining stage-I & stage-II clearance from MoEF & CC, New Delhi (including preparation & approval of Catchment Area Treatment Plan) for Champalijore Irrigation Project under Sambalpur District of Odisha.	**7491727.28**	**To be filled up by bidder**	

TO BE FILLED UP IN .xls FORMAT ONLY IN COVER-II (FINANCIAL BID) IN THE DESIGNATED SPACE IN THE E_PROCUREMENT PORTAL FAILING WHICH THEIR BID SHALL BE REJECTED.

Signature of the Bidder's authorized representative with seal

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 T -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 T- 2)		
6	Financial details of the Bidder (Form T-3)		
7	Power of Attorney (Form T – 4) in favor of the person signing the bid on behalf of the bidder.		
8	Self-Declaration on Potential Conflict of Interest (Form T - 5)		
9	Undertaking for not have been black-listed by any Central/ State Govt./ any Autonomous bodies during its business career.		
10	Description of Approach, Methodology & Work Plan (Form T – 6)		
11	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)		
12	Undertaking regarding no-relationship (Annexure-III)		
13	Undertaking regarding authenticity of all the documents submitted. (Annexure-IV)		
14	Undertaking to execute Forest Diversion Proposal work as per Latest MoEF & CC Guidelines (Annexure-V)		
15	Price Proposal Forwarding Letter (Form F-1)		
16	Quoted Price (Form F-3)		

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:

BANK GUARANTEE

[Bid Identification No. _____]

Whereas ..... (Name of Bidder) (Hereinafter called the "bidder") has submitted their offer dated ……. for the work of …… (hereinafter called the "Bid") against the employer's Bid Identification No ..... KNOW ALL MEN by these presents that WE …… of.....(Name of Bank) having our registered office at ……. are bound unto SE, Anugola Investigation Division, Anugola,(on behalf of DoWR (hereinafter called the "employer") unconditionally & irrevocably for the sum of

/` …….. (Rupees.....) for which payment will and truly to be made

to the said employer, the Bank binds itself, its successors and assigns by the presents. Sealed with the Common Seal of the said Bank this …… day of ……..20 ……

THE CONDITIONS OF THIS OBLIGATION ARE:

(1) If the Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this bid.

(2) If the Bidder having been notified of the acceptance of his Bid by the employer during the period of its validity in accordance with Instruction to Bidders of the Bid document.

a) If the Bidder fails to furnish the initial Security Deposit for the due performance of the contract.

b) Fails or refuses to accept/execute the contract.

WE undertake to pay the employer up to the above amount upon receipt of its first written demand, without the employer having to substantiate its demand, provided that in its demand the employer will note that the amount claimed by it, is due to it, owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 60 days after the period of tender validity as specified in DNIT and any demand in respect thereof should reach the Bank not later than the above date.

We ……. (Name of Bank) hereby also undertake to have the signature of Branch Manager issuing Bank Guarantee verified from Local Branch of the Bank in Bhubaneswar,

… .....(address of Local Branch Bhubaneswar, Odisha) for due authentication.

Our…… branch at Bhubaneswar (Name & Address of the …… branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if it is served upon us by the employer 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

……

Annexure – II

FORMAT FOR BANK GUARANTEE FOR ISD

To

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

WHEREAS the bid of ---------- (name and address of Contractor) (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 Additional Performance Security (APS)/ 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 Contractor, 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 Contractor

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 Forest Diversion Proposal 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.

Annexure-V

UNDERTAKING

(ON BIDDER'S LETTER HEAD)

Certified that I have visited the work site and acquainted myself with the site conditions for execution of the work. I understand that the work shall be executed as per latest guidelines of MoEF & CC, Government of India.

Signature of the Bidder

Name _____

Address _____

_____

Date :_____