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ODISHA POWER TRANSMISSION COPORATION LIMITED

BID DOCUMENTS

REQUEST FOR PROPOSAL (RFP)

FOR

SELECTION AND APPOINTMENT OF AGENCY / CONSULTANT

FOR

PREPARATION OF DGPS SURVEY & OBTAIN THE AUTHENTICATED MAP OF THE PROJECT AREA FROM ODISHA SPACE APPLICATION CENTER (ORSAC)

AND

PREPARATION OF FOREST DIVERSION PROPOSAL

AND

TO FACILITATE OBTAINING APPROVAL OF DIVERSION OF FOREST LAND (FOREST CLEARANCE- STAGE-I & II) FROM MOEF, GOI, ON TURNKEY BASIS AS PER FOREST CONSERVATION ACT, 1980 AND AMENDMENTS THEREON

FOR CONSTRUCTION OF

33KV LINE FROM TANGARPALI IN BARGARH DISTRICT TO KATAPALI (BURLA) IN SAMBALPUR DISTRICT PASSING THROUGH FOREST AREA i.e. FROM BABUBANDHA TO NAKAPADA (APPROXIMATE LENGTH 5.00 kms) UNDER ODISHA DISTRIBUTION SYSTEM STRENGTHENING PROJECT (ODSSP) EXECUTED BY OPTCL.

Bid Documents No: PMU/ ODSSP/FDP-Tangarpali/40/2018-19



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ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Government of Odisha Undertaking)

REGD. OFFICE: JANPATH: BHUBANESWAR- 751 022

[Odisha Distribution System Strengthening Project (ODSSP)]

NOTICE INVITING TENDER (NIT)

(DOMESTIC COMPETITIVE e-BIDDING)

TENDER NOTICE NO. – NIT/OPTCL/ODSSP/FDP-Tangarpali/40/2018-19

Dt .29.11.2018

ODISHA POWER TRANSMISSION CORPORATION LTD (OPTCL), Bhubaneswar invites bids under single stage two-envelope system from experienced Agencies / Consultant Firm for undertaking a complete assignment on turnkey basis to prepare DGPS survey & obtain the authenticated map of the Project area from Odisha Space Application Center (ORSAC), prepare the Forest Diversion Proposal for about 5.0hectre and to facilitate obtaining the approval of using Forest Land from MoEF, GOI (Forest clearance) as a requirement for Construction of “**33kV line from Tangarpali in Bargarh district to Katapali (Burla) in Sambalpur district passing through forest area i.e. from Babubandha to Nakapada (Approximate length 5.00 kms)**” under Odisha Distribution System Strengthening Project (ODSSP) executed by OPTCL.

Interested Agencies / Consultant Firm are required to enroll themselves in the tender portal “www.tenderwizard.com/OPTCL”. Complete set of bidding documents are available on “www.tenderwizard.com/OPTCL” portal from *Dt. (29/11/2018) / (11.00) AM up to Dt. (19/12/2018) / (12:45) PM*. Interested bidders may visit OPTCL’s official web site “<http://www.optcl.co.in>” and Tender Portal “<http://www.tenderwizard.com/OPTCL>” for further detail.

CHIEF GENERAL MANAGER (C.P.C.)

email id- sgm.cpc@optcl.co.in



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ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Government of Odisha Undertaking)

REGD. OFFICE: JANPATH: BHUBANESWAR- 751 022

Odisha Distribution System Strengthening Project (ODSSP)

e-NOTICE INVITING TENDER (e-NIT)

(DOMESTIC COMPETITIVE BIDDING)

Odisha Power Transmission Corporation Ltd. (OPTCL), Bhubaneswar, invites bids (in e-tendering mode only) under single stage two-envelope system from experienced Agencies / Consultant Firm for undertaking a complete assignment on turnkey basis to prepare DGPS survey & obtain the authenticated map of the Project area from Odisha Space Application Center (ORSAC), prepare the Forest Diversion Proposal for about 5.0hectre and to facilitate obtaining the approval of using Forest Land from MoEF, GOI (Forest clearance) as a requirement for Construction of “33kV line from Tangarpali in Bargarh district to Katapali (Burla) in Sambalpur district passing through forest area i.e. from Babubandha to Nakapada (Approximate length 5.00 kms)” under Odisha Distribution System Strengthening Project (ODSSP) executed by OPTCL. The Scope is as follows:

- (i) Preparation of DGPS survey & obtain the authenticated map of the Project area from Odisha Space Application Center (ORSAC).
- (ii) Preparation of a Complete and Comprehensive Forest Diversion Proposal (FDP) as per the Forest Conservation Act, 1980 with all amendments thereto and as per prevailing GOI Guidelines and current practice and procedure applicable under the laws of State of Orissa Forest Dept.
- (iii) Submission / e-Filling of the FDP to Forest Department through OPTCL.
- (iv) Facilitating processing of the FDP at all stages including obtaining Certificate under Forest Rights Act, 2006 and levels, to obtain the approval of Diversion of Forest Land from MoEF under Section-2 of FC act-1980 (Both Stage-I and Stage- II clearance from MoEF).

The bidder(s) can free view/download the tender documents from official website of OPTCL “www.optcl.co.in” / e-tender portal of OPTCL “www.tenderwizard.com/OPTCL”. However, Bid Forms (in .XLS sheet) shall be available only to the bidder(s) who have enrolled themselves on the e-tender portal of OPTCL “www.tenderwizard.com/OPTCL”.

1. The intending bidder(s) shall have to pay the non-refundable tender cost for the concerned package(s)/works (as mentioned in the following TABLE-A), in the form of Demand Draft only, drawn in favour of the D.D.O Head Quarters, OPTCL, Bhubaneswar.
2. The bidder(s) shall have to submit the non-refundable tender processing fee for the concerned package(s)/ works (as mentioned in the following TABLE-A) through e-payment mode payable directly to K.S.E.D.C.Ltd, Bengaluru.

(**NOTE:** For deposit of tender processing fee to K.S.E.D.C. Ltd. Bengaluru, the bidder can use various modes of e-payment facility available on Tender wizard Portal, i.e. by Credit Card, Debit Card, Net Banking).

3. The bidder(s) shall have to submit the Bid Security (EMD) in shape of Demand Draft , drawn in favour of the D.D.O Head Quarters, OPTCL, Bhubaneswar or irrevocable Bank Guarantee (as per the prescribed format enclosed at ANNEXURE-I) for an amount as mentioned in the following TABLE-A for the concerned package(s)/works.
4. The bidder(s) shall scan the Demand Draft towards Tender Cost, Proof of payment of Tender Processing fees and Demand Draft/Bank guarantee towards Bid Security (EMD) against each package/works and shall upload the same in the prescribed attachment in .gif or .jpg format in addition to submitting the original to the undersigned on or before the scheduled date and time for opening of Technical Bid.
5. The prospective bidder(s) are advised to register their user ID, Password, company ID with e-tender portal of OPTCL “www.tenderwizard.com/OPTCL” by clicking on hyper link “Register Me”.
6. Any clarifications on the Package can be had from the undersigned during office hours prior to the pre-bid conference.

CHIEF GENERAL MANAGER (C.P.C.)

email id- sgm.cpc@optcl.co.in

TABLE-A
Tender Schedule for
Package/Works No- FDP-OPTCL/ODSSP/Tangarpali-40/2018-19

| Sl. No | Particulars | Remarks |
|--------|---|---|
| | Package(s)/ Works Name | |
| 1. | Request for Proposal for Selection and appointment of experienced Agencies / Consultant Firm for undertaking a complete assignment on turnkey basis to prepare DGPS survey & obtain the authenticated map of the Project area from Odisha Space Application Center (ORSAC), prepare the Forest Diversion Proposal for about 5.0hectre and to facilitate obtaining the approval of using Forest Land from MoEF, GOI (Forest clearance), procedure applicable under the laws of State of Orissa Forest Dept, Submission / e-Filling of the FDP to Forest Department through OPTCL and Facilitating processing of the FDP at all stages including obtaining Certificate under Forest Rights Act, 2006 and levels, to obtain the approval of Diversion of Forest Land from MoEF under Section-2 of FC act-1980 (Both Stage-I and Stage- II clearance from MoEF) as a requirement for Construction of “33kV line from Tangarpali in Bargarh district to Katapali (Burla) in Sambalpur district passing through forest area i.e. from Babubandha to Nakapada (Approximate length 5.00 kms)” under Odisha Distribution System Strengthening Project (ODSSP) executed by OPTCL. | |
| 2. | NIT NO. | NOTICE INVITING TENDER-NIT/OPTCL/ODSSP/FDP-Tangarpali/40/2018-19 |
| 3. | Tender Document No. | PMU/ODSSP/FDP-Tangarpali/40/2018-19 |
| 4. | Sub-Station (Nos.) | NIL |
| 5. | Line (FDP) | 33kV line- 5 kms (Approx.) Forest area involved: 5.00 Ha. (approx.) |
| 6. | Place of Work | Tangarpali to Katapali through forest area i.e. from Babubandha to Nakapada |
| 7. | Project Completion Period | 6 Months |
| 8. | Estimated Cost of the package/ Works. | - |
| 9. | Cost of Tender documents (IN INR) | ₹ 11,200/-(Rs.10,000+ GST @12%) (Rupees Eleven thousand two hundred) Only (To be paid in shape of DD, in favour of “D.D.O. Head Quarters, OPTCL”, payable at Bhubaneswar) |
| 9. | Tender Processing fees. | ₹ 5,900/-(Rs.5000+ GST @18%) (Rupees Five thousand nine hundred) only (To be paid to K.S.E.D.C.Ltd, Bengaluru on e-payment mode. NOTE: For deposit of tender processing fee to K.S.E.D.C. Ltd. Bengaluru , the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card, Net Banking). |
| 10. | Bid Security for the Package/Works (Earnest Money Deposit) in form of Demand Draft or Bank Guarantee | ₹ 1,00,000.00 (Rupees One Lakhs Only) |
| 11. | Request for Online Bid Documents | From < 11:00 AM > dated <29-11-2018> To < 12:45 PM > dated < 19-12-2018 > |
| 12. | Issue of Online bid document | From < 11:01 AM > dated <29-11-2018> To < 12:46 PM > dated < 19-12-2018 > |

Bid Document No-PMU/ ODSSP/FDP-Tangarpali/40/2018-19

| | | |
|-----|---|---|
| 13. | Last date and time of submission of bids.(Part-I & Part-II) | < 1:00 PM > dated < 20-12-2018 > |
| 14. | Date and time of opening Technical bids(Part-I) | Dated < 21-12-2018 > at < 3:00PM > onwards |
| 15. | Date and Time of Opening of Price Bids (Part – II) | Will be intimated later online to the responsive bidder(s) through the e-tender portal. |

CHIEF GENERAL MANAGER (C.P.C.)
email id- sgm.cpc@optcl.co.in

INSTRUCTION TO BIDDER(ITB)

1.0 REQUEST FOR PROPOSAL

Odisha Power Transmission Corporation Ltd. (OPTCL), Janpath, Bhubaneswar-22 invites Expression of Interest from interested Agencies / Consultant Firm for selection and appointment of consultant for preparation of DGPS survey & obtain the authenticated map of the project area from Odisha Space Application Center (ORSAC), Forest Diversion Proposal and to facilitate obtaining approval of diversion of forest land (forest clearance) from MoEF, GOI, on turnkey basis as per Forest Conservation Act, 1980 and amendments thereto for construction of “33kV line from Tangarpali (Bargarh) to Katapali (Burla) in Sambalpur district passing through forest area i.e. from Babubandha to Nakapada (approximate length 5.00 kms)” under Odisha Distribution System Strengthening Project (ODSSP) executed by OPTCL.

OPTCL intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein for the Scope of Work as detailed in this bid document.

2.0 BACKGROUND

ODISHA POWER TRANSMISSION CORPORATION LIMITED (OPTCL), one of the largest Transmission Utility in the country was incorporated in March, 2004 under the Companies Act, 1956 as a company wholly owned by the Government of Odisha to undertake the business of transmission and wheeling of electricity in the State. The Company has been designated as the State Transmission Utility in terms of Section 39 of the Electricity Act, 2003. The Company owns Extra High Voltage Transmission system and operates about 13,362.936 ckt kms of transmission lines at 400 kV, 220 kV, 132 kV levels and 136 nos. of substations with transformation capacity of 17,108.5 MVA.

- Government of Odisha made a grant of Rs 2600Crore for construction of 500nos 33/11kV Substations in the state and engaged OPTCL as **Nodal Agency** for construction of above Project, in the year 2013.
- OPTCL awarded work order in different Phases to different EPC Contractors for construction of **473**nos 33/11kV Substations with associated 33kV & 11kV lines at a contract price of Rs 3625Crore.
- OPTCL proposed to Government for enhancement of Project Cost. As per OPTCL proposal Government approved Rs 3843Crore for the above Project i.e. construction of **473**nos 33/11kV Substations with associated 33kV & 11kV lines which includes supervision charge 6% of OPTCL.
- OPTCL engaged M/s MECON Ltd & M/s WAPCOS Ltd as Project Management Consultants to look after construction of above Substations & lines.
- M/s WAPCOS Ltd as Project Management Consultant is looking after Construction of Substations & lines in WESCO & NESCO area.
- M/s Flowmore Limited, the EPC Contractor for Pkg-4 of Phase-I, ODSSP is constructing 14nos 33/11kV Substations in WESCO area against this office LOA No-OPTCL/ODSSP/PHASE-I/Pkg-4/24/2014/891 (Supply) & 892 (Erection), dated 30.06.2014.
- The 33/11kV Substation at **Tangarpali** has already been constructed by the EPC Contractor under the above Package i.e. Pkg-4 of Phase-I, ODSSP. As per the Scope, the 33kV connectivity to this Proposed Substation i.e. Tangarpali shall be from Katapali Grid (220/132/33kV) of OPTCL. The 33kV line will pass through the forest area for which forest clearance is required.

3.0 SALIENT FEATURE OF THE PROJECTS

The proposed 33kV Katapali-Tangarpali line shall pass through Reserve forest i.e. from Babubandha to Nakapada, about 5km (approx.), and the involvement of forest area shall be about 5.0 hecter (approx.). The above line also passes near the village Nuapada and Balipada in Sambalpur Forest Division. The proposed 33kV line will pass through the forest area for which forest clearance is required. A detail of the forest land encountered along the route as per the route survey by EPC contractor is as follows:

| | | | |
|---|--|-------------------|-------------------------|
| Name of the Project | 33kV line from existing Katapali (220/132/33kV) – Tangarpali (33/11kV) through Reserve forest i.e. from Babubandha to Nakapada. | | |
| Length of 33kV line passing through reserve forest | 5 Km.(approx.) | | |
| Tentative Forest area to be encountered in the proposed route | | | |
| | 5.00 Ha. (approx.) (Detail list is attached. Any variation to this area shall be covered under the lump sum contract) | | |
| | Name of Tahasils | Name of RI circle | Name of revenue village |
| | Attabira | Attabira | Tangarpali |
| | Attabira | Attabira | Nakapada |
| | Attabira | Attabira | Babubandha |

Forest Diversion proposal and clearance application has to be processed as applicable in terms of the Forest Conservation Act, 1980 with all amendments thereto and all other applicable laws and practices prevalent in the State of Odisha and GOI. The forest land involved is tentative as per the present land details made for the Project. However, the same may undergo changes after the final survey of the 33kV line is completed and land detailing is completed for the same.

4.0 ONLINE e-TENDERING SCHEDULE:

- 4.1 The schedule for on line request, issue of bid document, date and time of submission of bid, date and time of opening of Technical bid (**Part-I**) is as **per Table-A in the e-NIT**.
- 4.2 Date and Time of opening of Price Bids (**Part-II**) shall be informed to all the eligible bidders at a later date through the e-Tender Portal of OPTCL.
- 4.3 Bidders are requested to visit the proposed Works Sites at their own cost and get familiarized fully with the site conditions & requirements before submitting the bid.

5.0 MODE OF AVAILABILITY OF BID DOCUMENT

- 5.1 Interested bidders may visit www.tenderwizard.com/OPTCL for participating in the tender. For any clarification (if any), they may contact office of **Project Manager (ODSSP), PMU-33/11kV, Room No-304, Finance Wing Building, OPTCL HQRS, Bhubaneswar**(Phone No.:0674-2540099 / 2543261, Email Id:- dssp@optcl.co.in) or office of **Sr. General Manager, CPC, 1st Floor ,Multistoried Building, OPTCL, Bhubaneswar**(Phone No.:0674-2541801, Fax No.: 0674-2542964, Email Id sgm.cpc@optcl.co.in).
- 5.2 Bidders interested to visit the site before participating in the tender, they may contact **Project Manager, ODSSP, PMU-33/11kV , Room No-304, Finance Wing Building, OPTCL HQRS, Bhubaneswar** seeking cooperation.(Phone No.: 0674-2540099 / 2543261, Email Id:- dssp@optcl.co.in).
- 5.3 The schedule for on line requisition, issue of bid document, date and time of receipt of bid, date of time of opening of techno-commercial bid (Part-I) are as given in TABLE-A.

- 5.4 Cost of the bid document is Rs. 11,200/- inclusive of 12% GST.
- 5.5 Any subsequent corrigendum/ amendments and clarification issued by OPTCL shall also form an integral part of bid document.
- 5.6 Bid document along with corrigendum/amendments and clarification issued by OPTCL shall be downloaded and signed on each page by the authorized signatory of the bidder for submission.
- 5.7 Price Bid (BPS) & Technical bid in excel format for on line bidding** are uploaded under bid document.

6.0 PARTICIPATION IN e-TENDER

6.1 ACQUISITION OF DIGITAL SIGNATURE CERTIFICATE

- (i) For all the users it is mandatory to procure the Digital Signatures of Class- III.
- (ii) Contractors / Vendors / Bidders / Suppliers are requested to follow the below steps for registration

6.2 REGISTRATION IN TENDER WIZARD PORTAL

- (a) log in **www.tenderwizard.com/OPTCL**. Click “Register”, fill the online registration Form
- (b) Payment for an amount of Rs. 2360/- shall be made to KSEDCL, Bangalore for vendor registration in tender wizard portal in e-payment mode only.

The contractors /vendors/bidders/supplier who have already registered in e-tendering site of OPTCL, they need not to pay the registration amount KSEDCL again for this tender.

- (c) As soon as the verification is being done the e-tender user id will be enabled/provided.

6.3 ON LINE REQUEST FOR e-tender DOCUMENTS.

After viewing Tender Notification in **www.tenderwizard.com/OPTCL**, if bidder intends to participate in tender, he has to use his e-tendering User Id and Password which has been received after registration and acquisition of DSCs (Digital signature certificate). If any Bidder wants to participate in the tender, he has to follow the instructions given below:

- (a) Insert the PKI (which consist of your Digital Signature Certificate) in your System. (Note: Make sure that necessary software of PKI be installed in your system)
- (b) Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).
- (c) Go to Start > Programs > Internet Explorer. Type **www.tenderwizard.com/OPTCL** in the address bar, to access the Login Screen.
- (d) Enter e-tender User Id and Password, click on “Go”. Click on “Click here to login” for selecting the Digital Signature Certificate. Select the Certificate and enter DSC Password. Re-enter the e-Procurement User Id Password

- (e) Click “Un Applied” to view / apply for new tenders
- (f) Click on Request icon for online request. After making the request, bidder has to pay the requisite tender processing fee (as indicated in tender notice) through e-payment facility only available in the portal. Bidders will receive the Tender Documents which can be checked and downloaded by following the below steps
- (g) Click to view the tender documents which are received by the user. Tender document screen appears.
- (h) Click “Click here to download” to download the documents.

NOTE: For vendor registration and payment of tender processing fee to KSEDCL, the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card, Net Banking.

6.4 ON LINE SUBMISSION OF BID

- (a) The bidder has to furnish the proof of deposit of tender cost and tender processing fees prior to last date and time of receipt of bids as specified in tender Notice.
- (b) After completing all the formalities Bidders will have to submit the tender and they must take care of all instructions. Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not. Note down / take a print of bid control number once it displayed on the screen.
- (c) Tender Opening event can be viewed online.
- (d) Competitors bid sheets are available in the website for all.

NOTES:

- (1) For any e-tendering assistant contact help desk number, 080- 40482000(Bangalore), OPTCL HELP DESK- 09937140591
- (2) The participants to the tender should be registered under Goods & Services Tax (GST)

7.0 Governing Law

The Document shall be governed by and interpreted in accordance with laws in force in India and the Courts of Odisha at Bhubaneswar shall have exclusive jurisdiction over matters relating thereto.

8.0 SCOPE OF WORK:

8.1 Brief Description of the work

- (i) Preparation of DGPS survey & obtain the authenticated map of the Project area from Odisha Space Application Center (ORSAC).
- (ii) Preparation of a Complete and Comprehensive Forest Diversion Proposal (FDP) as per the Forest Conservation Act, 1980 with all amendments thereto and as per prevailing GOI Guidelines and current practice and procedure applicable under the laws of State of Orissa Forest Dept.
- (iii) Submission / e-Filling of the FDP to Forest Department through OPTCL.
- (iv) Facilitating processing of the FDP at all stages including obtaining Certificate under Forest Rights Act, 2006 and levels, to obtain the approval of Diversion of Forest Land from MoEF under Section-2 of FC act-1980 (Both Stage-I and Stage- II clearance from MoEF).

8.2 Broad scope of work

1. Getting Permission for survey from Forest authorities and collection of Coordinates from ORSAC.
2. Transmission of base station from these above coordinates to nearest location of Project area. The number of base station to be decided by you to suit the Project requirement.
3. Processing of base coordinates at ORSAC and communication from ORSAC to processed base coordinates for conducting survey. OPTCL will issue letters to different authorities as required to be present for joint verification. However, co-ordination in this matter shall be done by you.
4. The survey need to be signed by Forest department, Revenue department & Mining department etc.
5. Along with base line report and all the processed coordinates are to be submitted to ORSAC.
6. On basis of these processed coordinates of DGPS, Survey Data are to be generated along with geo-referenced cadastral Maps.
7. All the forest plots are to be taken into consideration on the basis of SabikKisam.
8. Both soft copy and print out of Forest Diversion Proposal Map are to be submitted to the concerned DFO, and DFO office will forward the same to ORSAC for verification and validation.
9. Certification of DGPS Map of forest land by representatives of different departments as per statutory requirements of Odisha Government is to be submitted in 6 sets of hard copy and one soft copy.
10. A separate map to this effect duly certified by representatives of different departments as per statutory requirements of Odisha Government is to be submitted in 6 sets of hard copy and one soft copy.
11. Filling up the prescribed application form in coordination with OPTCL and forest department of Govt. of Odisha and uploading the same in MoEF website with all documents.
12. Assistance in arranging relevant documents in coordination with the forest department for assessment of forest cover, canopy, density etc.
13. Identification of forest land and enumeration of trees duly concurred by forest department along with cost of standing trees if any and permission of felling.
14. Assistance to OPTCL for identification and selection of land for compensatory afforestation as per the latest norm/ guideline of MoEF.
15. Coordination with DFO for preparation of site specific compensatory afforestation scheme and its recommendation by regional CCF Bhubaneswar, CCF (Nodal) for approval of PCCF, Bhubaneswar.
16. Assistance in posting boundary pillars all-round the forest land identified for compensatory afforestation and prepare the boundary description taking the bearings through prismatic compass and GPS readings. The cost of boundary pillars and cost of posting shall be to the contractor's account.
17. Processing of the DRP proposal through the Range officer, DFO, RCCF, CCF (Nodal), PCCF/Special Secretary Forest, Secretary (Forest) and forwarding the same through RCCF (CENTRAL) to MOEF under FC Act.
18. Compliance of queries raised by State Forest dept. to MOEF and coordination in convening meeting of FAC of MOEF and coordination with expert committee members of FAC.
19. Assistance in cost benefit analysis and assessment of NPV for forest land for non-forest use as per guide lines of FC ACT or any subordinate rules or legislation.
20. Provide assistance to OPTCL in making presentation to all concerned departments and committees.
21. In responding to queries, if any at various levels.
22. In complying to conditionality subscribed by different authorities and process in MOEF

23. Assisting OPTCL for processing and compliance of all modifications and conditions imposed by MOEF and Forest department of Odisha at all levels.
24. All statutory payments and legal expenses shall be made by OPTCL.

The process to obtain forest clearance prior to construction/ commissioning work has been laid down by Ministry of Forest and Environment and comprises of the following:

1. Filing of Forest Clearance application by OPTCL (Form A, Part-I).
2. Field verification report of DFO (s) (Form A, Part-II).
3. Inspection report by RCCF (Form A, Part-III).
4. Recommendation by Nodal Officer (FC Act), O/o. PCCF (From A, Past IV)
5. Recommendations and submission for Forest Clearance by State Forest and Environment Dept. to MoEF, Govt. of India (From A, Past V)
6. **Stage –I** Clearance with conditions by MoEF, Govt. of India
7. **Stage-II** Clearance by MoEF, Govt. of India
8. Besides, the checklist of documents to be submitted in filing of FC application (From A, Part-I) as prescribed by PCCF Odisha.
9. Apart from the above, as per directives of Ministry of Environment and Forests (MoEF), Government of India, **DGPS survey of the forest land involved in the project area and proposed Compensatory Afforestation site needs to be carried out** and certified by ORSAC for inclusion in the forest clearance application.
10. **Further e-filing of FC Application has been made mandatory by MoEF from Aug’ 2014.** This online filing requires documents to be generated in a prescribed manner and is to be uploaded in the portal.

9.0 TIME SCHEDULE FOR COMPLETION OF WORK

6 (Six) Months: with interim mile stones from the date of contract as described below:

| Step | Activity | Time from date of contract |
|--------------|---|----------------------------|
| Mile Stone-1 | Getting Permission for survey from Forest authorities and collection of Coordinates from ORSAC and submission of both soft copy and hard copy of Forest Diversion Proposal Map to the concerned DFO, and DFO office will forward the same to ORSAC for verification and validation. (SI No-1 to 8 of Broad Scope i.e. Clause No-8.2) | 30days |
| | Certification of DGPS Map of forest land by representatives of different departments as per statutory requirements of Odisha Government is to be submitted in 6 sets of hard copy and one soft copy and a separate map to this effect duly certified by representatives of different departments as per statutory requirements of Odisha Government is to be submitted in 6 sets of hard copy and one soft copy. (SI No-9 & 10 of Broad Scope i.e. Clause No- | 30days |

| | | |
|--------------|--|---------|
| | 8.2) | |
| Mile Stone-2 | Documentation and E-filing of FC application (Form A, Part 1) | 10 days |
| Mile Stone-3 | Field verification report of DFO(s) (Form A, Part-II) | 30 days |
| | Inspection report by RCCF (Form A, Part-III). | |
| | Recommendation by Nodal Officer (FC Act), O/o. PCCF (From A, Past IV) | |
| | Recommendations and submission for Forest Clearance by State Forest and Environment Dept. to MoEF, Govt. of India (From A, Past V) | |
| Mile Stone-4 | Stage –I Clearance (with conditions) by MoEF, Govt. of India | 30 days |
| Mile Stone-5 | Complying the stipulations of stage 1 clearance | 20 days |
| Mile Stone-6 | Stage-II clearance by MoEF, Govt. of India | 30 days |
| | TOTAL = 180 days | |

10.0 PRE-QUALIFICATION CRITERIA

The Consultants intending to participate in this tender shall fulfill the following pre - qualification (PQ) criteria for further evaluation:

10.1 EXPERIENCE CRITERIA

10.1.1 The Agency/ Consulting Firm should have been registered in India for last 5 years from the date of NIT.

10.1.2 Bidder must have successfully completed at least one forest clearance activities for Stage-II (Forest Clearance from MoEF, Govt. of India) for the projects established in Odisha during the last five years. To this effect, the bidder must submit copy of the completion certificate from the client duly notarized along with the Work order.

Note: Experience in the name of the partner will not be considered as experience of the Agency/ Consultancy firm participating in the Bid.

10.2 FINANCIAL CRITERIA:

The annual Consultancy Turnover of the consultant should be equal or more than Rs. 50 Lakhs as per audited financial results in any one of the three preceding financial years from the date of NIT. The annual Consultancy Turnover for the FY should be certified by Chartered Accountant.

Net worth of the bidder during the last financial year shall be positive.

10.2.1 Bidder should not be under liquidation, court receivership or similar proceeding. Bidder to submit certificate.

10.3 Criminal Proceedings/ Cases:

The bidder or its Proprietor/ Partner(s)/ Director(s) of the firm should not have been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past seven (7) years. The bidder shall give an affidavit to this effect. The affidavit must be affirmed before the competent judicial authority or duly notarized by the Notary.

Besides, bidder should furnish litigation history of their firm or group firm (if claiming fulfilment of PQ Criteria on group entity terms).

The litigation history shall include:

- a) Arbitration cases pending
- b) Disputed incomplete works
- c) Pending civil cases against the firm and/or its Proprietor/ Partner(s)/ Director(s) involving moral turpitude in relation to business dealings.
- d) Pending criminal cases against the firm and/or its Proprietor/ Partner(s)/ Director(s) involving moral turpitude in relation to business dealings.
- e) Punishments awarded under civil cases and/or criminal cases involving moral turpitude in relation to business dealings to the firm and/or its Proprietor/ Partner(s)/ Director(s).

10.4 Failure to meet the PQ criteria will render the bid to be summarily rejected. Therefore, the bidder shall, in his own interest furnish complete documentary evidence by way of copies of work orders, work completion certificates, Corporate Undertaking, MOU, etc. in the first instance itself, in support of their fulfilling the pre-qualification criteria. OPTCL reserves the right to complete the evaluation based on the details furnished in the bid without seeking any additional information.

10.5 OPTCL reserves the right to assess bidder's capability and capacity to execute the work using in-house information and by taking into account other aspects such as concurrent commitments and past performances etc.

10.6 Along with the bid, the Consultant shall submit details of experience in the subject work including the name of the resource persons/experts with duration proposed to be deployed for the assignment together with their qualification and experience and concept plan and methodology proposed to be followed for carrying out the said assignment (for information only and the same shall be finalized after award of work). The curriculum vitae (CV) of each expert proposed to be deployed for the assignment shall be given along with the duration proposed for this assignment.

10.7 Documents to be submitted along with the bid

1. Payment of cost of Tender document i.e. Rs.10,000/- + GST @12%.
2. Payment of cost of Tender processing fee i.e. Rs.5000/- + GST @18%.
3. Certificate of incorporation of the firm/agency
4. Credential of experience of executing similar types of jobs as per qualifying requirement. Work order and approval copy to be enclosed with the bid offer.
5. Attested copy of PAN
6. Attested copy of EPF, ESI & GST registration certificate
7. Audited Annual Accounts of last 3 years
8. List of relevant equipment in hand to execute the job
9. Manpower profile of the organization to undertake the job.

10. Completion certificate from reputed organizations /institutions where the firm has undertaken forest clearance job.
11. Certificate of appreciation from reputed organizations /institutions & any other certificate which are relevant to work of forest diversion proposal.
12. Undertaking to abide by the relevant acts like Minimum wages act/EPF/ESI and rules and regulations of GOO/GOI in force from time to time for the labourers to be engaged in the work.
13. Undertaking to the effect that the contractor shall fully and solely responsible for any compensation that may be imposed for violation of relevant acts and also to pay any compensation under workmen compensation act.
14. Photo copy of the latest Income Tax Return Signed by a Chartered Accountant.
15. A declaration to be submitted as per the format attached at **(Annexure-I)**.
16. Duly filled up form **as per Part-I & Part-II** of the bid.
17. Copy of EOI bid along with corrigendum issued if any by OPTCL duly signed on each page by authorized signatory of the bidder.
18. The bidder should not have any pending litigation with OPTCL with regard to any project or related activity. The bidder should certify/ declare the same in unequivocal terms by way of an affidavit duly sworn before a Magistrate/ Notary. Bid furnished by the bidder shall not be eligible for consideration if it is not accompanied by the Affidavit. Further, the Bid/LOA/LOI shall be liable for outright rejection/ cancellation at any stage if any information contrary to the affidavit is detected.

11.0 PRICE BID:

The bidder shall quote price taking in to account all works, tasks, studies and all other subsidiary or complementary statutory clearances from required statutory authorities and shall be inclusive of all taxes, duties, insurance etc. to obtain forest clearance from MOEF as per the Forest Conservation Act, 1980 with all amendments thereto except statutory payment to Government. No other extra cost under the head of facilitation cost shall be entertained.

The quoted price shall be exclusive of the statutory payments to Govt. to acquire forest land, cost of NPV and compensatory afforestation.

The bidder shall quote the price strictly as per the price schedule given in .xls sheet uploaded in the e-tender wizard.

11.1 EARNEST MONEY DEPOSIT

The bidder shall submit non-interest bearing Earnest Money Deposit of Rs.1,00,000 (Rupees One lac only) along with the bid in the form of Demand Draft/ Pay order or Bank Guarantee. The Demand Draft shall be drawn on any Schedule/ Nationalized Bank in favour of "D.D.O., Head Quarters, OPTCL" and payable at "Bhubaneswar". Name of the remitter shall be mentioned in the DD/PO.

In case of submission in Bank Guarantee, the pro-forma attached to this Document **(ANNEXURE-III)** may be used and the BG shall be valid for a period of **240 days** from the due date of submission of bid. The BG may be from any of the Bank as per list attached to this Document **(Annexure-II)**. Only original copy of Bank Guarantee will be accepted, photocopy will not be accepted.

Bid without prescribed Earnest Money shall be rejected.

Note:- Earnest Money of the unsuccessful bidder will be refunded after award of the Contract.

12.0 MODE OF SUBMISSION OF BID:-

- 12.1 The bidder shall submit the bid in Electronic Mode only i.e in www.tenderwizard.com/OPTCL portal. The bidder must ensure that the bids are received in the specified website of the OPTCL by the date and time indicated in the Tender notice.
- 12.2 The OPTCL reserves the right to reject any bid, which is not submitted in electronic mode and according to the instruction, stipulated above.
- 12.3 All Bids must be accompanied by Tender cost, tender processing fee & Bid Security for an amount as mentioned in Clause 4.0 above along with the Bid. Bid not accompanied by the requisite Bid Security, or accompanied by Bid Security of inadequate value shall not be considered for evaluation.
- 12.4 The interested bidder may follow the instruction indicated in Clause 6.0 (participation in e-tender) and submit the bid in electronic mode in www.tenderwizard.com/OPTCL portal.
- 12.5 Bids not received by the due date and time shall be rejected and representatives of such Bidders shall not be allowed to attend Bid opening.
- 12.6 OPTCL will not be responsible for any costs or expenses incurred by the Bidder in connection with preparation or submission of bids, participating in discussions etc. Including costs and expenses related with visits to the site.
- 12.7 Bids submitted by Postal/Telex/Telefax/Telegraphic/E-mail Bids shall not be accepted.
- 12.8 OPTCL reserves the right to reject any or all Bids at their sole discretion without assigning any reason whatsoever.
- 12.9 The owner reserves the right not to consider the bid in case anything found contradictory to the above QR.
- 12.10 Bid security, tender cost & tender processing fee as specified in the bid documents must be delivered to the address given at Clause No-5.0 i.e. (O/o Project Manager, PMU) prior to last date and time of receipt of bid indicated in tender schedule.
- 12.11 Unsatisfactory performance of a bidder with respect to orders/jobs executed by them in the past in OPTCL/ ODISHA: - If the performance of any bidder is seen not satisfactory with respect to orders/ jobs executed by them in the past **seven years** in OPTCL, the bid from such bidder shall not be considered for evaluation. **The decision as to the unsatisfactory performance of a bidder shall be taken by OPTCL and the same shall be final.**
- 12.12 The successful Bidder will be required to furnish a Contract Performance Guarantee for ten (10%) of the contract value for the package.
- 12.13 Issuance of Bid Documents to any Bidder shall not construe that such bidder is considered to be qualified. Bids must be submitted on line. The bids shall be opened online at the address given at Clause No-5.0 i.e. (O/o Project Manager, PMU) in the presence of bidder's representatives who choose to attend the bid opening.
- 12.14 Bid submitted by any Agency who is on holiday list of OPTCL shall not be considered for opening and further evaluation. Similarly, in case any Bidder is put on holiday list of OPTCL subsequent to submission of Bid during evaluation, then in such an eventuality, Bid of such Bidder shall also not be considered for further evaluation.

- 12.15 Bidder submitting their Bid shall not be under liquidation, court receivership or similar proceeding.
- 12.16 Bidder should ensure submission of complete information/documentation in the first instance itself. Determination of Qualification may be concluded based on the details so furnished without seeking any subsequent additional information.
- 12.17 Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- 12.18 In the event of date specified for bid receipt and opening being declared as a closed holiday for OPTCL office, the due date for submission of bids **and opening of bids, will be the day following the specified day** (as indicated in tender notice).
- 12.19 Notwithstanding anything state herein above, OPTCL reserves the right to assess the capacity and capability of the bidder, should the circumstances warrant such assessment in the overall interest of the owner. OPTCL reserves the right not to consider the bid in case anything is found contradictory to the above QR.

13.0 CLARIFICATIONS ON BID DOCUMENTS

- 13.1 If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to the Owner. The Owner, then, will issue interpretation(s) and clarification(s) as he may think fit in website. After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal. A prospective Bidder requiring any clarification on Bidding Document may notify the Owner in writing. The Owner will respond in website to any request for such clarification of the Bidding Document which it receives not later than fifteen (15) days prior to the deadline for submission of bids prescribed by the Owner. The Owner's response (including an explanation of the query but without identifying its source) will be up loaded in website for information of all prospective Bidders who have received the Bidding Document.

14.0 AMENDMENT TO BIDDING DOCUMENT

- 14.1 At any time prior to the deadline for submission of bids, OPTCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment(s).
- 14.2 The amendment will be notified in www.tenderwizard.com/OPTCL portal for information of all prospective Bidders OPTCL, will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.
- 14.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, OPTCL, may, at its discretion, extend the **deadline for the submission of bids by a maximum period of 15 days**.
- 14.4 Such amendments, clarifications, etc. shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid. In case amendment is issued subsequent to receipts of Bids, bidder shall follow the instructions issued along with amendment with regard to submission of impact on quoted price/revised price, if any.

15.0 PERIOD OF VALIDITY OF BIDS.

- 15.1 Bids shall remain valid for **180 (One hundred eighty) days** after the date of bid opening prescribed by OPTCL. A bid valid for a shorter period will be rejected as non-responsive.
- 15.2 In exceptional circumstances, OPTCL may solicit the bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. The bid security provided under Sub-Clause 11.1 above shall also be extended by the same period as the extension in the validity of the bid. A bidder may refuse the request without forfeiting his bid security. A bidder granting the request will not be required or permitted to modify its bid.

16.0 DEAD LINE FOR SUBMISSION OF BIDS

- 16.1 Soft copy of the bid shall be uploaded through the portal **www.tenderwizard.com /OPTCL** on or before the submission time and date as stipulated in the bidding document. Tender cost, Tender processing fee, Bid Security, Power of Attorney, must be received by the Employer at the address specified under Clause No-5.0 i.e. (O/o Project Manager, PMU) above not later than the time and date stated in the tender notification. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received/uploaded on the next working day as per the time indicated in tender notification.
- 16.2 The Employer may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents in accordance with Sub-Clause 14.1, 14.3 above & for the reasons specified therein at any time prior to opening of, in which case all rights and obligations of Employer and bidders will thereto be subject to the deadline as extended.

17.0 LATE BIDS

- 17.1 Soft part of the bid will not be uploaded on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. In such case, even if the bidder has submitted the specific documents in hard copy in original (viz., bid security, tender cost) within the stipulated deadline, its bid shall be considered as late bid. The hard copy submitted [specific documents (viz., bid security, tender cost.)] shall be returned unopened to the bidder.

Hard copy of the bid security of the bid received by the Employer after the deadline for submission of bid prescribed by the Employer will be considered as late bid even if the bidder has uploaded the soft part of the bid within the stipulated deadline. In such a case, the soft part of the bid uploaded on the portal shall be sent unopened to 'Archive' and shall not be considered at all any further.

18.0 MODIFICATION AND WITHDRAWAL OF BIDS:-

- 12.1 Bidder may modify or withdraw its bids through the relevant provisions on the portal **www.tenderwizard.com/OPTCL** up to due date and time of submission of bid indicated in tender notification.
- 18.2 The Bidder's modifications shall be done and submitted as follows:
(i) Modified Electronic form of the bid as per the provision of portal therein.
(ii) Soft copy of the entire bid if any modification is there.
- 18.3 Bidder may withdraw its bid through the relevant provisions of portal only.
- 18.4 **No bid shall be modified/ withdrawn subsequent to the dead line for submission of bids.**

BID OPENING AND EVALUATION

19.0 OPENING OF TECHNO-COMMERCIAL BID (i.e. PART-I of BID)

- 19.1** The Employer will open on-line the Techno – Commercial Bid in public, including withdrawals and modifications made pursuant to Clause 18.0, in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the tender notice. The bidders' representatives who are present shall sign a register evidencing their attendance. Bidders who have submitted their bid may view on line tender opening on the portal from their end. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received up to the next working day as per the time indicated in tender notification.
- 19.2** During the opening of bids, Envelopes marked "Withdrawal" shall be opened first. Bids withdrawn pursuant to Clause 18.0 shall not be opened.
- 19.3** For all other Bids, the bidders' names, deviation having cost of withdrawal, if any, the presence of bid security and any such other details as the Employer may consider appropriate, will be get declared through the Portal by the Employer. Subsequently, all envelopes marked "Modification" shall be opened. No bid shall be rejected at bid opening except for late bids pursuant to Clause 17.0. Soft copy of the bids shall be sent to archive unopened. However, opening of bid, whether or not accompanied with the bid security, tender cost and tender processing fee shall not be construed to imply its acceptability which shall be examined in detail pursuant to the provisions contained in this Section.
- 19.4** The Employer shall prepare minutes of the bid opening in the form of Bid Opening Statement, including the information disclosed to those present.
- 19.5** Bids not opened at bid opening shall not be considered further for evaluation, irrespective of the circumstances and shall be returned to the Bidder unopened/send to archive unopened.

20.0 CLARIFICATION OF BIDS

- 20.1** During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid. In case of erroneous/non-submission of documents related to/identified in Sub-Clause 8.1 & 8.2 above required to be submitted by the Bidder as per the provisions of the Bidding Documents, the Employer may give the Bidder not more than **7 working days'** notice to rectify/furnish such documents, failing which the bid shall be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.
- 20.2** Techno commercial discussion with Bidder(s) shall be arranged, if needed. Bidder shall depute his authorized representative(s) for attending the discussion. The representative(s) attending the discussion shall produce authorization from his organization and to attend the discussion and sign the minutes of meeting on behalf of the organization. The authorized representative must be competent and empowered to settle all technical and commercial issues with the exception of price implication wherever applicable.

21.0 EVALUATION OF TECHNO-COMMERCIAL BID

- 21.1** Prior to detailed Bid evaluation, the OPTCL will determine the substantial responsiveness of each Bid with respect to the Pre-Qualification Requirement & Bidding Documents. A substantially responsive Bid is one, which conforms to the terms, condition and specification of the Bidding Documents without material deviation. A material deviation is one which affects in any substantial way the scope, quality or performance of the works, or which limits in any substantial way, inconsistent with the Bidding Documents, the OPTCL's rights or the Bidder's obligations as envisaged in the Bidding Documents and the rectification of which deviation or reservation would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids. Further examination of only such Bids as are determined to be substantially responsive shall be taken up, unless otherwise determined by the OPTCL. OPTCL may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 21.2** The complete scope of work/services has been defined in the Bidding Documents. Only those Bidders who take complete responsibility and who Bid for the complete scope of work/services as contained in the Bidding Document shall be considered for further evaluation.
- 21.3** **OPENING OF PRICE BID (i.e. PART-II of BID)** :-Price bid of only those Bidders, whose Bids are considered techno-commercially prima facie responsive shall be opened at a later date (The opening of the price bid shall not be construed that bidder is considered to be finally qualified and Owner (OPTCL) reserve their right to assess capacity and capability as stipulated in INV). **Price part of bids shall be opened on-line in presence of authorized representative of the Bidder(s) who choose to attend the Bid Opening.**
- 21.4** **Evaluation of Price Bid:** - The Bid Price quoted by bidder shall be arrived in the following manner.
- 21.4.1** **Arithmetical Correction:**
- (i) The price of all such work/services against which bidder has not quoted rates/amount (viz. items left blank or against which "-" is indicated) in the schedule will be deemed to have been included in other item(s) total quoted bid price.
 - (ii) The prices quoted by the Bidders shall be checked for arithmetic correction, if any, based on rate and amount filled by the Bidder in the respective price schedule. If some discrepancies are found between the rate/ amount given in words and figures, the total amount shall be corrected as per the following procedure, which shall be binding upon the Bidder.
 - (a) If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected.
 - (b) If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the above correction of errors as above, his bid will be rejected and the amount of Bid Guarantee shall be forfeited.
- 24.4.2** Optional items shall not be considered for the purpose of arriving at the total cost unless specifically mentioned. However, in case the rates quoted by the selected Bidder for optional items are considered high, the same shall be negotiated.
- 24.4.3** Prices received in soft copies shall be used for Tabulation / Price Bid Comparison.

24.4.4 The bidder submit all the details asked for with their bid in Part-I. However, Owner (OPTCL) may give opportunity to the bidders to submit missing details or clarifications within the stipulated time. In case these are not submitted within stipulated time, offer of the bidder will be evaluated based on available details. The same shall be considered, if found adequate or else shall be rejected.

24.4.5 Bids shall be evaluated and compared on the basis of lump sum price for the entire scope of work under the package

All evaluated bid prices of all the Bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest Bid will be selected for the award of the Contract.

24.5 Bid Evaluation Process to be Confidential: - Information related to the examination, clarification, evaluation and comparison of bids and recommendations for award of contract shall not be disclosed to Bidder or other person not officially concerned with such process. Any effort by Bidder to influence Owner's (OPTCL) processing of bidding or award decisions may result in rejection of such Bidder's Bid.

24.6 OPTCL's Right to accept or Reject a Bid: - OPTCL reserves the absolute right to accept or reject any or all the bids or make any change in the terms and conditions of the bid documents, at their sole discretion without assigning any reason whatsoever. OPTCL also reserves the right to accept a Bid other than the lowest and to accept any Bid in whole or part, to annual the bidding process with or without notice or reasons. Such decisions by Owner shall bear no liability whatsoever consequent upon such decision.

25.0 BASIS OF EVALUATION & COMPARISON OF BIDS

25.1 Bidder has to quote for the complete scope of work for the package as stated in Clause 8.0. Bids for individual items or incomplete services shall be treated as incomplete and are liable to be rejected.

25.2 Bids shall be evaluated and compared on the basis of lump sum price for the entire scope of work under the package.

25.3 All evaluated bid prices of all the Bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest Bid will be selected for the award of the Contract.

26.0 NEGOTIATION AND AWARD OF WORK

Bidders are requested to quote their best prices considering the fact that price negotiation, if required, may be held only with the lowest bidder. Bidder shall attend such negotiation meetings and if requested by the Owner shall provide the analysis of rates /break up of amount quoted by him to demonstrate the reasonability. As a result of negotiation, Bidder may offer rebate on his earlier quoted price. However, no uncalled for or voluntary rebate offered shall be considered for evaluation.

27.0 AWARD CRITERIA

ODISHA Power Transmission Corporation Ltd. will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. OPTCL shall be the sole judge in this regard.

28.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

28.1 OPTCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or bidders of the grounds for OPTCL action.

29.0 LETTER OF AWARD

29.1 Prior to the expiration of the period of bid validity and extended validity period, if any, ODISHA Power Transmission Corporation Ltd. (OPTCL) will notify the successful Bidder in writing by registered letter or by email/fax, to be confirmed in writing by registered letter, that its bid has been accepted.

29.2 The Letter of award will constitute the formation of the Contract. Within 7 days of receipt of the Letter of Award, the successful Bidder shall sign and date the same and return it to ODISHA Power Transmission Corporation Ltd. as a token of acceptance of the LOA.

29.3 Upon the successful Bidder's furnishing of Contract Performance Guarantee pursuant to Clause 31.0, ODISHA Power Transmission Corporation Ltd will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Sub-Clause 11.1.

30.0 SIGNING OF AGREEMENT AND EXECUTION OF WORK

30.1 The successful Bidder will prepare the (a) Contract Performance Bank Guarantee and then (b) Contract Agreement as per the proforma to be supplied by OPTCL and is expected to appear in the office of **Project Manager**, PMU-33/11kV, OPTCL to sign the Contract Agreement within 15 days and start the work within 20 days from the date of issuance of LOA. In case the bidder is decline to sign the Agreement or to take up the work within stipulated time, in such eventuality OPTCL reserves the right to terminate the contract and forfeit the earnest money/security deposit of the Consultant/Agency and the Bidder shall have no claim for the cost he/they might have incurred for taking the work and the cost of the work he/they have done by that time and the work may be rescinded.

31.0 CONTRACT PERFORMANCE GUARANTEE

31.1 As a Contract Performance Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Guarantee from any Bank within 15 (**Fifteen**) days from the LOA date as per the form attached as **Annexure –III** in favour of the ODISHA Power Transmission Corporation Ltd. The Guarantee amount shall be equal to ten percent (10%) of the total Contract Price and it shall Guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. The guarantee shall be valid up to 90 days after the end of schedule completion Period. **The CPBG will not carry any interest.**

32.0 TERMS OF PAYMENT

The fees shall be paid Phase wise as per the following terms of payment:

| Step | Activity | % of Total Consultancy fees along with GST. |
|--------------|--|---|
| Mile Stone-1 | Getting Permission for survey from Forest authorities and collection of Coordinates from ORSAC and submission of both soft copy and hard copy of Forest Diversion Proposal Map to the concerned DFO, and DFO office will forward the same to ORSAC for verification and validation. (SI No-1 to 8 of Broad Scope i.e. Clause No-8.2) | 25% |
| | Certification of DGPS Map of forest land by representatives of different departments as per statutory requirements of Odisha Government is to be submitted in 6 sets of hard copy and one soft copy and a separate map to this effect duly certified by representatives of different departments as per statutory requirements of Odisha Government is to be submitted in 6 sets of hard copy and one soft copy. (SI No-9 & 10 of Broad Scope i.e. Clause No-8.2) | |
| Mile Stone-2 | Documentation and E-filing of FC application (Form A, Part 1) | 25% |
| Mile Stone-3 | Field verification report of DFO(s) (Form A, Part II) | 20% |
| | Inspection report by RCCF (Form A, Part III) | |
| | Recommendation by Nodal Officer (FC Act), O/o PCCF (Form A, Part IV) | |
| | Recommendations and submission for Forest Clearance by State Forest and Environment Dept. to MoEF, GOI (Form A, Part V) | |
| Mile Stone-4 | Stage – I Clearance (with conditions) by MoEF, Govt. of India | 10% |
| Mile Stone-5 | Complying the stipulations of Stage-1 clearance | 10% |
| Mile Stone-6 | Stage-II Clearance by MoEF, Govt. of India | 10% |
| | TOTAL | 100% |

N.B. The payment shall be released on the submission of bill by the Agency/Consultant giving details of the activities completed, duly certified by Engineer-in-charge (i.e. Field Engg / Expert of Project Management Consultant, M/s WAPCOS Ltd) at the relevant stages. No payment will be made for the incomplete activities or activities not carried out.

1. The quoted consultancy fees for all the services mentioned hereto will remain firm up to the completion of the project in all respects.
2. The quoted fee is inclusive of all taxes of whatsoever nature including Income Tax.
3. The quoted rates to cover the requirement of Ministerial staff i.e. secretarial services/ Stenos, Office Assistants, Computer Operator, Peons/ Attendants etc. including Office equipment, Stationary, PCs etc.
4. The Consultant's fee above shall be inclusive of all visits including to the proposed site and there shall not be any additional payment on this account.
5. The Consultant's fee shall also be inclusive of all associated costs for due completion of the work and there shall not be any additional payment on any account.

6. **The Lumpsum Price is based upon the area of forest diversion proposal i.e 5 Hector / 5Kms. In the event, the area of Forest Diversion Proposal will vary during execution, the consultancy fees shall be proportionally increased or decreased while releasing the payment.**

33.0 PAYING OFFICER:

Project Manager, PMU-33/11kV, OPTCL shall be **PAYING OFFICER** for the above work.

34.0 CERTIFYING AUTHORITY

Project Management Consultant i.e. M/s WAPCOS Ltd shall be the **CERTIFYING AUTHORITY** for the above work

33.0 LANGUAGE

The bid and all correspondence incidental and related to bid shall be written in English language. Any printed literature and document submitted in any other language shall be accompanied by authenticated English translation, in which case, for the purpose of interpretation of the bid, English translation shall govern. Responsibility for correctness in translation shall lie with the agencies.

34.0 Delay in completion of job:-

In case of any delay in completion of job by the Agency / Consultant, price reduction @ 0.5% per week on Contract value (without Tax) of the Project so delayed (per week of delay or part there of) shall be imposed on the agency subject to a maximum of 5% of the Project contract value (without Tax) from the date of delay in completion of the job with respect to the time schedule for completion of works envisages under clause-9 of the document.

35.0 RESPONSIBILITY OF THE CONTRACTOR/AGENCY:

The Agency/ Consultant shall have to make his own arrangements for travelling boarding, lodging etc. to the site including visit to concerned office of DFO, RCCF, PCCF Office & Dept. of (F&E), Bhubaneswar, RCCF (C), Bhubaneswar, Office of MOEF, Govt. of India, New Delhi & any/all other govt. offices related to above job.

Identification, allocation, demarcation & posting of pillars with GPS reading, drawal of suitability certificate, facilitate preparation of scheme for transfer & mutation of additional non forest govt. land for compensatory afforestation shall be responsibility of the agency. Enumeration of trees, preparation and obtaining approval of WLMP if required shall be responsibility of the agency.

All the corrections / compliances on deficiencies pointed out by the authorities should be duly complied by the consultant within time stipulated by the authorities concerned.

The liaison required for the purpose should be exclusively done by the Consultant / Agency. All other expenditure incidental to such processing will be at the cost of Consultant / Agency.

36.0 SPECIAL CONDITIONS:

The Bidder shall get fully informed/apprised himself of the status of the project which may have any effect on execution of work covered under the Bid document and specification, OPTCL shall not entertain any request for clarification from the Bidder regarding such ground conditions. It must be understood and agreed that all the attributes have been properly investigated and considered while submitting the Bids. No claim for financial adjustment to the contract shall be entertained by OPTCL on this account, neither any change in the time schedule of the contract nor any financial adjustment shall be permitted by OPTCL, which are based on the lack of clear

information. However, sufficient justification up to the satisfaction of management may be put up for consideration of extension of contract period. The work should be carried out strictly, in line with the format and guideline under Forest Conservation Act, 1980 & Amendments made thereto and as per the laid down procedures of GoO & GoI, in general and recent decisions by the Apex Court in particular.

37.0 MAINTENANCE OF PROGRESS REPORT:

The Consultant / Agency is to report progress of work to the concerned Field Engineer/Expert, PMC, M/s WAPCOS Ltd, Bhubaneswar/ Sambalpur on weekly basis and impediments if any shall be reported forthwith to work out a solution thereof.

Timely processing & grant of Forest Diversion Proposal from MOEF, Govt. of India under F.C.Act,1980 is the essence of the contract.

38.0 TAX DEDUCTED AT SOURCES:

Income Tax and other taxes including surcharge and cess as applicable shall be deducted at source at the rate prescribed in the Income Tax act and/or other Act from the gross value of each bill.

39.0 ESCALATION

The rate shall be firm and fixed during the tenure of contract and no escalation shall be allowed.

The Consultant / Agency shall at his own cost, comply with the amendments if any in Forest Conservation Act,1980 pertaining to processing of the proposal for obtaining forest clearance during the period of contract without any financial liability on the company. However this excludes statutory payments to be made by the company.

40.0 ARBITRATION:

Any dispute or difference under or arising out of or in respect of the Agreement/Accepted Contract may be referred to the sole Arbitration of a person appointed by the CMD, Odisha Power Transmission Corporation Limited and his decision in the matter will be final and binding on the contractor and the company.

The arbitration shall be carried out as per Arbitration Act.1996 and Rules made there under as amended from time to time.

Note: The Court of Bhubaneswar & High Court at Cuttack will have the jurisdiction to address any unsettled dispute.

41.0 COUNTER OFFER:

Any offer of the contractor which stipulates deviations from the terms & condition stipulated In the Bids will be treated as counter offer and may be liable for rejection.

42.0 MODIFICATION OF CONTRACT:

No modification and alteration of the contract / agreement will be allowed. However difficulties, if any, experienced while implementing / execution of the contract, the same can be addressed with the approval of OPTCL.

43.0 GENERAL CONDITIONS OF CONTRACT:

1. The price shall be inclusive of all works, tasks, studies all other Subsidiary or Complementary Statutory clearances from the required statutory authorities, all taxes, levies, duties, Insurance, including GST, etc. to obtain the Approval of Diversion of Forest Land from MoEF. The statutory payments to Govt. to acquire Forest Lands, Forest dues (NRV, cost of

CA, cost of CA Land if any, cost towards implementation of WLMP etc.), shall be borne by OPTCL. No cost under the head of facilitation is allowed.

2. The price shall be inclusive of all revisions/proposals required till the finalization of the job to the entire satisfaction of OPTCL.
3. Any error or mistake in the nomenclature, unit can be corrected at any stage by the competent Authorities.
4. The Consultant/Agency shall be required to sign the Contract Agreement within 15 days of the intimation of the acceptance of bid to him. Failure on their part to do so may result in invalidation of the contract and forfeiture of earnest money.
5. The time allowed for carrying out the job as entered in the bid shall be strictly observed by the Consultant / Agency and shall be reckoned from the date on which the order to commence the job is given to the Consultant / Agency. The job shall throughout the stipulated period of the contract shall be proceeded with all due diligence. In case the Consultant / Agency is not in a position to expedite the job, the delay beyond 45 days shall not be acceptable and the amount against the CPBG shall be forfeited and the contract shall be deemed to be terminated.
6. If the Consultant / Agency shall desire an extension of the time for completion of the job on the grounds of his unavoidably hinderances in its execution or on any other valid and genuine ground, he shall apply in writing to OPTCL, on account of which the Consultant / Agency desires such extension as aforesaid but before the expiry of the time limit/interim mile stone and OPTCL or his authorised representative(s) shall, if in his opinion which shall be based on objective reasons in writings, may grant such extension or refuse such extension.
7. Consultant / Agency shall depute only competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently. Names and addresses of the persons who are performing the works is to be furnished by the Consultant / Agency to OPTCL.
8. The scope of work can be increased or decreased according to the requirements.
9. Consultant / Agency will provide required copies of properly bound documents and reports as required under Forest Conservation Act, Wild life protection Act, FRA, 2006, Environment Protection Act, R & R Policy and other allied acts, rules, notifications and guidelines etc. for submission to FD Odisha & MoEF etc. The agency will also provide all reports in soft copies (on External Hard Drives and CDs/DVDs).
10. Two final copies of the reports shall be submitted to OPTCL for record and Reference.
11. The Consultant / Agency shall arrange presentations for all statutory authorities at State and Central Govt. Levels to obtain the Forest Clearance.

Nothing extra on this account shall be paid to the Consultant/ Agency as it is an integrated and Comprehensive Job. Any additional scientific study required by the statutory authorities of Forest shall be borne by the Consultant / Agency at his cost.
12. The report should be complete in all respect, the Consultant / Agency shall attend to the observations raised by FD Odisha, OSPCB and MoEF within 10 days of such observations and will be responsible for facilitating to obtain the Forest clearance of the project within the prescribed time as per the contract.
13. All the documents created out of the assignment will become the sole property of OPTCL.
14. The Consultant / Agency is required to complete the assignment and take necessary instructions from the concerned officers of the corporation on the subject from time to time.

Any instructions given from time to time are required to be followed in the interest of completion of the work. Any dispute arising on the implementation of the assignment the decision of the CMD, OPTCL shall be final and binding.

15. All disputes concerning in any way with this bid are subject to the Jurisdiction of courts of Bhubaneswar only.
16. Deduction on account of Income Tax shall be made at the rate prescribed by law from time to time from the gross payments due to the agency in accordance with the relevant provisions of Income Tax Act 1961 in force.
17. All other taxes including GST are to be paid by the Consultant / agency.
18. The Consultant/Agency shall abide by the relevant Act like Minimum wages, Employees Provident Fund, ESI etc. and Rules and Regulations in force of the state of Odisha from time to time for the labour employed in the work. The Consultant/Agency shall be fully and solely responsible for any compensation/ fine that may be imposed for violation of the said Rules/Regulations/Act.
19. Price shall be quoted both in figures and in words in clear legible writing. No overwriting is allowed. All scoring and cancellation should be countersigned by the Bidder. In case of illegibility, the interpretation, the decision of OPTCL shall be final. All entries shall be made in English Language. In case if on check there are differences between the price given by the bidder in words and figures, the price in word shall be taken as correct and not the figure.

Note: All reports and copies required as mentioned above shall be coloured and properly bound as per the prescribed formats of Odisha Space Application Center (ORSAC), MoEF, GoI, FD Odisha, OSPCB and OPTCL.

All the above terms and conditions of the Bid document and BID (Part-I & Part –II) are acceptable to us.

SIGNATURE OF THE BIDDER WITH SEAL

PART-I (TECHNO-COMMERCIAL BID)

01. NAME OF THE BIDDER :

02. ADDRESS OF THE BIDDER'S :
REGISTERED OFFICE &
BRANCH OFFICE,
PHONE NO.FAX NO.ETC.

03. (i) PAST EXPERIENCE

Submit proof of executing successfully at least one forest diversion proposals each during last five years for the projects established in Odisha in recent times. Enclosed/ Not enclosed

The prescribed formats to submit the details of the previous assignments successfully executed are furnished below.

(DOCUMENTARY EVIDENCE TO BE ATTACHED)

| Sl.No. | Name of the Project with details: | Name of the Client organization | Date of commencement of Contract | Current status of the FDP in detail | Cost of the Contract (Final settlement) |
|--------|-----------------------------------|---------------------------------|----------------------------------|-------------------------------------|---|
|--------|-----------------------------------|---------------------------------|----------------------------------|-------------------------------------|---|

** Name, Location, Type of Project, Capacity, Investment, Total project area (in Ha.), Forest Area involved, Name of the Forest Division, Name and address of the promoter, Types of holdings, etc.

(ii) Copy of PAN Enclosed/ Not enclosed

(iii) Copy of GST registration no. Enclosed/ Not enclosed

(iv) Copy of EPF registration no. Enclosed/ Not enclosed

(v) Proof regarding payment of cost of Tender document, Tender Processing Fees, EMD Enclosed/ Not enclosed

03.(vi) Certificate of Incorporation of the Bidder Enclosed/ Not enclosed

03.(vii) Copy of Latest Income Tax Return signed by a Chartered Accountant. Enclosed/ Not enclosed

03.(viii) Original copy of the Bid document along with Corrigendum/Amendment if any duly signed by authorized signatory of Bidder on each page. Enclosed/ Not enclosed

03.(ix) Copy of Certificate of appreciations. Enclosed/ Not enclosed

03.(x) Copy of declaration as per the format (Annex.-1) Enclosed/ Not enclosed

03.(xii) Copies of Work order and approval of executing successfully at least one forest diversion proposals. Enclosed/ Not enclosed

03 (xiii) Copy of audited Financial statements for last three years. Enclosed/ Not enclosed

04. ORGANISATION STRUCTURE

(i) TOTAL STRENGTH INDICATING DIFFERENT CATEGORIES

(ii) QUALIFICATION/ EXPERIENCE OF THE KEY PERSONNEL (may be furnished in a separate sheet)

(iii) Manpower profile to undertake this particular assignment.

05. (i) Whether visited the site and got fully acquainted with the status of the project site under F.C. Act,1980 Yes/No
(ii) Got appraised with extent of work to be done to obtain the Forest clearance from MOEF, Govt. of India within 6 months time. Yes/No
(iii) Gone through the stipulations/ Guidelines pertaining to the FDP and the compliance status of the same. Yes/No

06. CERTIFICATES TO BE GIVEN BY THE BIDDER

Certified that above mentioned particulars are correct and true to the best of my/our knowledge. In case any statement made above is found not correct my/our Bid may be rejected by the company.

I/we also certify that I/We have visited the proposed site and perused the related documents plans / other particulars got fully conversant with the status of the project under F.C. Act, 1980 and our price bid is based on the basis of our full understanding about the job.

I/we also authorize the company forfeit my / our earnest money in case I/We fail to take up the job if my/our BID is accepted.

**SIGNATURE OF THE BIDDER
WITH SEAL**

PART-II (PRICE BID FORMAT)

| Sl.No. | DESCRIPTION OF WORK | ALL INCLUSIVE PRICE AS PER SCOPE OF WORK (Taxable value) to be quoted Lump sum price for FDP about 5.0 Hector) (In Rs.) | CGST @9% plus OGST@9% or IGST@18% (in Rs.) | TOTAL PRICE (in Rs.) |
|---------------|---|---|--|-----------------------------|
| 1 | To prepare DGPS survey & obtain the authenticated map of the Project area from Odisha Space Application Center (ORSAC), prepare the Forest Diversion Proposal for about 5.0hectre and to facilitate obtaining the approval of using Forest Land from MoEF, GOI (Forest clearance) as a requirement for Construction of “33kV line from Tangarpali in Bargarh district to Katapali (Burla) in Sambalpur district passing through forest area i.e. from Babubandha to Nakapada (Approximate length 5.00 kms)” under Odisha Distribution System Strengthening Project (ODSSP) executed by OPTCL. | | | |

Amount in words Rupees..... only. (To be quoted only in the excel sheet of price bid uploaded in e-tender portal)

Un priced schedules – Blank copy all the Price schedules (without price), duly signed and stamped mentioning against each item “QUOTED”, “NOT QUOTED” or “NOT APPLICABLE” as the case may be (to be uploaded in portal).

SIGNATURE OF THE BIDDER WITH SEAL

DECLARATION

From :

[Name & address of the Bidder]

To

Project Manager (ODSSP), PMU-33/11kV
Odisha Power Transmission Corporation Ltd
Room No-304, 2nd Floor, Finance Wing Building, Bhoinagar ,
Bhubaneswar- 751022.

Sub: Selection of Consultant/ Agency to Prepare DGPS Survey, Forest Diversion proposal and to facilitate obtaining approval of diversion of forest land (Forest clearance) from MoEF, GOI, on turnkey basis as per Forest Conservation Act,1980 and amendments thereto for construction of 33kV Katapali - Tangarpali line under OPTCL in the state of Odisha.

Sir,

1. Having examined the Documents, terms & conditions of the Bid document for the execution of the above named works; I/We, the undersigned, offer to execute, complete and maintain the whole of the said works of Forest Clearance in conformity with the said Land Details, Condition of Bids for the sum of: Rs. (In figures), (Rupees: (In words)
2. I/We undertake, if my/our Bid is accepted to commence the works within **15(Fifteen) days** of receipt of the LOI and to complete and hand over whole of the works comprised in the Contract within **6(Six) months** calculated from the date of work order/ intimation.
3. I/we agree to abide by this Bid for the period of **180 (One hundred eighty) days** from the date of Bid opening prescribed in the general rules and guide lines to contractors and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Unless and until an Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.
5. I/We understand that you are not bound to accept the lowest or any Bid you may receive.
6. I/We agree that we will not withdraw the bid during the period of validity of bids that will be required for intimation of acceptance or non-acceptance as stipulated in the bid documents and general condition of contract or during such extended period as agreed to by us, such period to date from the last date by which bids are due to submitted to the (OPTCL) and if we do so withdraw I/We shall forfeit the bid security to OPTCL.
7. I/We enclose the required documents.

Dated thisday of2018.

Signature in the capacity of duly authorized to sign Bid for and on behalf of (in block capitals).

Yours faithfully,

**SIGNATURE OF THE BIDDER
WITH SEAL**

LIST OF APPROVED BANKS FOR ISSUE OF BANK GUARANTEES
**THE BANKS FROM WHICH BANK GUARANTEE FOR BID SECURITY / EARNEST MONEY DEPOSIT CAN BE
ACCEPTED PROVIDED THE BANK IS HAVING BRANCH AT BHUBANESWAR**

SCHEDULE COMMERCIAL BANKS

SBI AND ASSOCIATES

1. State Bank of India
2. State Bank of Bikaner and Jajpur
3. State Bank of Hyderabad
4. State Bank of Indore
5. State Bank of Mysore
6. State Bank of Patiala
7. State Bank of Saurashtra
8. State Bank of Travancore

NATIONALISED BANK

9. Allahabad Bank
10. Andhra Bank
11. Bank of India
12. Bank of Maharashtra
13. Canara Bank
14. Central Bank of India
15. Corporation Bank
16. Dena Bank
17. Indian bank
18. Indian Overseas Bank
19. Oriental Bank of Commerce
20. Punjab National Bank
21. Punjab & SInd Bank
22. Syndicate Bank
23. Union Bank of India
24. United Bank of India
25. UCO bank
26. Vijaya Bank
27. Bank of Baroda

OTHER BANKS

Any schedule bank notified by RBI having branch at Bhubaneswar.

Important Note : The claim against the subject bid security shall be lodged with their Bhubaneswar Branch.

ANNEXURE-III

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be executed on non-judicial stamped paper of appropriate value)

The Non-Judicial Stamp Paper should be in the name of Issuing Bank

Ref No:- Bank Guarantee No.
Date:-

To,
The Senior General Manager (Central Procurement Cell),
Odisha Power Transmission Corporation Ltd.
Janpath, Bhubaneswar -751022 .

BG Amount: Claim Period: Validity Period

Dear Sirs,

In according with invitation to Bid No..... DatedOf ODISHA POWER TRANSMISSION CORPORATION Limited [OPTCL] (hereinafter referred to as the OPTCL) for the purpose of Messers Address
.....
.....

Wish / wishes to participate in the said tender and as a Bank Guarantee for the sum of Rs..... [Rupees valid for a period of) is required to be submitted by the tenderer, as per Tender Specification. We the _____) [indicate the name of the bank] [hereinafter referred to as "Bank"] at the request of Ms/ Shri..... [hereinafter referred to as "Supplier(s)"] do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period on written request by the Sr. General Manager [CPC] ODISHA POWER TRANSMISSION CORPORATION Ltd. an amount not exceeding Rs..... to the OPTCL., without any reservation. The guarantee would remain valid upto 04.00 PM of _____ [date] and if any further extension to this is required, the same will be extended on receiving instruction from the, on whose behalf this guarantee has been issued.

- 2. We, the _____ do hereby further undertake [indicate the name of the Bank] to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL stating that the amount claimed is due by way of loss or damage caused to or would caused to or suffered by OPTCL by reason of any breach by the said Supplier (s) of any of the terms or conditions and failure to perform said Bid. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
- 3. We undertake to pay to OPTCL any money so demanded notwithstanding any dispute or disputes so raised by the contractor(s) in any suit or proceeding instituted/pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge or our liability for payment there under and the Supplier(s) shall have no claim against us for making such payment.
- 4. We, the _____ further agree that the guarantee [indicate the name of the Bank] herein contained shall remain in full force and effect during the aforesaid period of _____ days _____ [in figures] _____ [in words] (as per Tender Specification) and it shall continue to be so enforceable till all the dues of the OPTCL under or by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till ODISHA POWER TRANSMISSION CORPORATION Ltd. Certifies

that the terms and conditions of the said Bid have been fully and properly carried out by the said Supplier(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this guarantee thereto.

5. We the _____ [indicate the name of the Bank] further agree with the OPTCL that the OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time of performance by the said Supplier (s) from time to time or to postpone for any time or from time to time only of the powers exercisable by the OPTCL against the said Supplier (s) and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason or any such variation postponement or extension granted to the Supplier (s) or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said Supplier (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank of the 'Supplier (s).
7. We _____ [indicate the name of Bank] lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing.
8. We, the _____ Bank further agree that this guarantee shall also be invokable at our place of business at _____, Branch of **Bhubaneswar** in the State of Odisha.
"Notwithstanding anything contained herein"
 - a) Our liability under the bank guarantee shall not exceed Rs.------(in words Rupees-----).
 - b) This Bank guarantee shall be valid up to -----.
 - c) We are liable to pay guaranteed amount or any part thereof under this bank guarantee only if you serve upon us at _____, Branch of Bhubaneswar in the state of Odisha a written claim or demand on or before------(date of expiry of guarantee).

Dated, the _____ Day of _____

For _____ [Indicate name of Bank]

Signature
Full name
Designation
Power of Attorney No.
Stamp

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

(1)
Signature
Full name

(2)
Signature
Full name

ANNEXURE-IV
PROFORMA FOR CONTRACT CUM PERFORMANCE GUARANTEE BY
CONSULTANT

(To be executed on non-judicial stamped paper of appropriate value)

Ref No:- Bank Guarantee No.
Date:-

1. Name of the Contract:
2. LOA No. & Date:

To,

Odisha Power Transmission Corporation Ltd.
Janpath, Bhubaneswar -751022 .

1. In consideration of the Chairman & Managing Director/ Managing Director, ODISHA POWER TRANSMISSION CORPORATION Ltd. (hereinafter called "OPTCL") having agreed to exempt M/s (hereinafter called the said contractors" from the demand under the terms and conditions of tender specification (Specification No.:_____ & Letter of Award (LOA) No._____ Dated_____) for consultancy services of _____, towards the security deposit for satisfactory performance of contract (as detailed in the said Letter of Award & Tender specification) and for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said LOA & Tender Specification on production of a Bank Guarantee for _____ Rs.
(Rupees_____)only, we _____
(_____ [Indicate bank] bank (hereinafter referred to as "the bank") at the request of _____ contractor(s) do hereby undertake to pay to OPTCL, an amount not exceeding Rs._____ (Rupees_____)only against any loss or damage caused to or suffered or would be caused to or suffered or would be caused to or suffered by OPTCL by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said tender specification.
2. We _____ Bank do hereby undertake to pay the amounts due [indicate the name of the Bank] and payable under this guarantee without any demur, merely on a demand from OPTCL stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by OPTCL by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said tender specification or by reasons of the contractor(s).
3. We, the _____ do hereby further undertake to pay the [indicate the name of the Bank] amounts due and payable under this guarantee without any demur, merely on demand from OPTCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by OPTCL by reason of any breach by the said contractor(s) of any of the terms or conditions and failure to perform said Bid. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
4. We undertake to pay to OPTCL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding instituted / pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
5. We, the _____ further agree that the guarantee herein [indicate the name of the bank] contained shall remain in full force and effect during the aforesaid period of _____

days _____ and it shall continue to be so enforceable till all the dues of OPTCL under or by virtue of the said Bid have been fully paid and its claims satisfied or discharges or till Chairman and Managing Director, ODISHA POWER TRANSMISSION CORPORATION Limited certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereto.

6. We, the _____ further agree with the Board that OPTCL [indicate the name of the bank] shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time or performance by the said contractor(s) from time to time or to postpone for any time or from time to time only of the powers exercisable by OPTCL against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation postponement or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. This guarantee will not be discharged due to the change in the name, style or constitution of the Bank of the contractor(s).

8.0 We _____ lastly undertake not to revoke this guarantee [indicate the name of the bank] during its currency except with the previous consent of OPTCL in writing.

9. We, the _____ Bank------(Branch at Bhubaneswar) further agree that this guarantee shall also be invocable at our place of business at **Bhubaneswar** in the State of Odisha.

“Notwithstanding anything contained herein”

- a) Our liability under the bank guarantee shall not exceed Rs.------(in words Rupees-----).
- b) This Bank guarantee shall be valid up to -----.
- c) We are liable to pay guaranteed amount or any part thereof under this bank guarantee only if you serve upon us at -----, Branch of Bhubaneswar in the state of Odisha a written claim or demand on or before------(date of expiry of guarantee).

Dated, the _____ day of _____
For _____ [indicate name of Bank]

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

- 1.
- 2.

NB:-

- 1. Strikeout the portion which are not required.

NOTE FOR TENDERERS: [Not to be typed in the Bank Guarantee]

To be furnished in on-judicial stamp paper of Rs.100/- or _____ Applicable as per ODISHA Stamp Duty Act from any Nationalized / Scheduled Bank.