

# GOVERNMENT OF ODISHA

INVITATION FOR BIDS (IFB)

BID Identification No. BDO, Odapada/04/2025-26

TENDER CALL NOTICE NO.04/ 2025-26

*E-mail :ori-odapada@nic.in*

1. Block Development Officer, Odapada on behalf of Governor of Odisha invites bids for the works (water body rejuvenation) as detailed in the table from agencies. The bidders may submit bid for the following works.

Sl. No.	Name of the work.	Approximate value of work	Place of receipt of tender papers through Post only.	Cost of BID documents (Non-refundable (Rs.))	EMD 1 %	Period of completion in months
1	2	3	4	5	6	7
1	Renovation and Beautification of Sainbiri Badhi Pokhari, Village-Sainbiri, GP-Gadasila (In-situ Ecological Rejuvenation of Pond to transform the water quality to IS:2296 Class B Standards )	Rs.52,80,555.82	Panchayat Samiti, Odapada	Rs.6000/-	Rs.52806.00	9 (Nine Calendar Months)

2. Tender documents consisting of specification & schedule of quantities and the set of terms and conditions of contract (DTCN) along with other necessary documents can be obtained/downloaded from district NIC website (<https://dhenkanal.odisha.gov.in>) from **Dt.06.11.2025 10.00 AM** to **Dt.21.11.2025 till 5.30 p.m.** Interested bidders may obtain further information at the address mentioned in Col.4 above.
3. Sealed Bids must be enclosed with appropriate paper cost in shape of a **non-refundable Demand Draft, separately issued in favour of Block Development Officer, Odapada & payable at Odapada.**
4. **The Earnest Money Deposit (EMD) will be 1% of the Tender value and should be deposited in shape of TDR/ FDR/ NSC/ KVP or small saving deposit from any Nationalized Bank/ Post Office duly pledged in favour of "Block Development Officer", Odapada payable at Odapada at the time of Bidding.**
5. The receipt of the bid documents will start from **Dt.07.11.2025 at 10.00 AM** to till **Dt.21.11.2025 5.30 p. m only through Registered Post/ Speed Post/ Courier addressed to The Block Development Officer, Odapada, Hindolroad Dist. - Dhenkanal, Odisha, PIN – 759019. Delay due to postal will not be considered at any cost.**
6. The bids will be opened on **Dt-24.11.2025 at 11.00 AM** in the office of the under signed in the presence of the bidders or their authorized persons (the authorization letter by the Tenderer should be produced) who wish to attend. If the office happens to be closed on the opening day, the bids will be opened on the next working day at the same time and venue accordingly.
7. Bidding documents will be available in the District website i.e. <https://dhenkanal.odisha.gov.in> and the same can be downloaded and submitted along with the relevant documents duly filled up and the same can be submitted to **The Block Development Officer Odapada by Registered Post/ Speed post within the stipulated time mentioned above and the Authority will not be held responsible for any kind of postal delay (dispatching Bid documents/receiving sealed Bids), if any.**
8. Sealed Bids should be accompanied with the attested true copies of the valid registration certificate, GSTIN, PAN card, Affidavit and other documents as per DTCN which are mandatory and the original documents submitted by the successful bidder will be verified within five working days of opening of the tender before Block Development Officer Odapada for verification otherwise his / her bids shall be declared as non-

- responsive and thus liable for rejection and the bidder will be declared as Black Listed for 2 years by the Department and the EMD amount will be forfeited. The same tender will be rendered further.
9. Other details can be seen in the bidding documents.
  10. The enclosures other than the D.T.C.N. should be page numbered and signed by the agency.
  11. Total No. of enclosures should be submitted by him / her in Numbers and words as per relevant clause of D.T.C.N.
  12. The authority reserves the right to reject any or all tenders without assigning any reason thereof.
  13. The Bid Documents can be downloaded from the Dhenkanal Portal i.e. <https://dhenkanal.odisha.gov.in>.

  
Block Development Officer  
Odapada

Memo No. 5647 Dt. 03.11.2025

Copy submitted to the Collector & District Magistrate, Dhenkanal / Superintendent of Police, Dhenkanal/ CDO-Cum-EO, ZP, Dhenkanal / Sub-Collector, Hindol/Dhenkanal/ Kamakhyanager with a request to display the above notice in the office Notice Board for wide circulation.

  
Block Development Officer  
Odapada

Memo No. 5648 Dt. 03.11.2025

Copy to AEE/ AE/ JE/ Block Finance Officer/Section Officer/ Cashier/ Office Notice Board of this office for information.

  
Block Development Officer  
Odapada

## DETAILED TENDER CALL NOTICE

This detailed Tender Call Notice along with the clauses mentioned herein shall form a part of the contract and agreement. The tenderers are required to quote their bidding amount and in percentage both in figures and words placed below the abstract estimate.

The receipt of the bid documents shall start from Dt. 07.11.2025 at 10.00 AM to Dt.21.11.2025 till 5.30 p.m. only through Registered Post/ Speed Post addressed to **The Block Development Officer Odapada, Dist. Dhenkanal, Odisha, PIN – 759028.**

1. The Bids will be opened on the Dtd. **24.11.2025** at **11.00 AM** in the office of the undersigned, in the presence of the bidders or their authorized agents who wish to attend. If the office happens to be closed on the date of receipt/opening of the bids as specified, the bids will be received/opened on the next working day at the same time and venue.
2. Tender documents consisting of specification & schedule of quantities (BOQ) and the set of terms and conditions of contract (DTCN) along with other necessary documents can be obtained/downloaded from district NIC website (<https://dhenkanal.odisha.gov.in>) from **Dt.06.11.2025 at 10.00 AM** to **Dt.21.11.2025 till 5.30 p. m**
3. The authority will not be responsible if any portion of the bid document is modified and in all cases the condition stipulated in the original document kept in the Office of the undersigned shall prevail.
4. If, the tender documents sent through registered post/ speed post do not reach the concerned office by the above date and time, the offer will not be considered on any account even if the tender documents were dispatched by the tenderer before the due date.
5. The tenderer has to furnish attested true copy of the original PAN Card / Labor License (not mandatory), GST, Affidavit, Formats along with the tender failing which the tender will be treated as non-responsive and liable for rejection.
6. All tender documents along with paper cost in shape of Demand Draft and the EMD in shape of FDR/TDR/ NSC/ KVP or Small Saving Certificate from any Nationalize Bank duly pledged in favour of Block Development Officer, Odapada in a sealed cover super scribed with name of work shall be sent through post only to the office of the undersigned within the prescribed time. Any tender given by hand to anybody will not be accepted for opening and shall not be considered.
7. The companies registered or individuals having both legal competency and expertise in In-situ Ecological Rejuvenation of Water bodies need to put tenders for this work and the documentary evidence under appropriate Act.
8. The contract will be drawn in P.W.D. P1 contract Form.
9. No tender documents will be available to the intending tenderer beyond the date and time of sale mentioned in the tender notice.
10. No tenderers will be permitted to furnish their tender in their own manuscript papers. No letter should accompany the tender.
11. The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wordings will not be accepted.
12. The work is to be completed in all respects as per NIT Col No. 7 from the date of issue of work order. Tenderer whose tender is accepted must submit a programme of work immediately after issue of work order for approval of Engineer-in-Charge.
13. All tenders received will remain valid for a period of 90 days from the last date prescribed for receipt of tenders and validity of tenders can also be extended if agreed by the tenderers and the Department.
14. That if on check there are differences between the rates given by agency in words and figures or in the amounts worked out by him the following procedure shall be followed as described at 17.7.
15. **SUBMISSION OF TENDER**
  - 15.1. The tender shall be submitted in **two separate sealed packets** as detailed below, both of which shall then be placed in **one large sealed envelope** super-scribed with: "**Tender for [Name of Work/Project] – Tender No. [XXXX]**"
  - 15.2. The large sealed envelope shall contain:
    - 15.2.1. **Packet 1 – Technical Bid**
    - 15.2.2. **Packet 2 – Financial Bid**
  - 15.3. Both packets must be individually sealed and clearly marked as:
    - 15.3.1. **"Packet 1 – Technical Bid"**
    - 15.3.2. **"Packet 2 – Financial Bid"**

The name and address of the bidder shall be written on each packet.

## CONTENTS OF PACKETS

### Packet 1 – Technical Bid

The Technical Bid shall contain the following documents:

1. Tender form (duly signed and stamped).
2. Company registration certificate / Incorporation details.
3. PAN, GST registration, and relevant statutory documents.
4. Any other document specified in the tender notice/instructions under clause no.

**Note: The Technical Bid should not contain any financial information. Any disclosure of financial data in the Technical Bid will lead to disqualification.**

### Packet 2 – Financial Bid

The Financial Bid shall contain the following:

1. Duly filled-in **Price Schedule / BOQ (Bill of Quantities)** as per tender format.
2. The bid shall be quoted in figures and words, inclusive/exclusive of taxes as specified.

## 16. EVALUATION PROCEDURE

16.1. The **Technical Packet (Packet 1)** will be opened first on the scheduled date and time in the presence of bidders or their authorized representatives who wish to attend.

16.2. The **Technical Evaluation Committee** will scrutinize all technical bids based on eligibility, experience, and compliance with tender conditions.

16.3. Only those bidders who qualify technically will be declared **“Technically eligible”**.

16.4. Then the Financial **Packet (Packet 2)** of only technically eligible bidders will be opened

16.5. The decision of the Tender Evaluation Committee will be final and binding.

## 17. GENERAL CONDITIONS

17.1. Incomplete or conditional tenders will be summarily rejected.

17.2. The Department reserves the right to accept or reject any or all tenders without assigning any reason.

17.3. Any bid received after the due date and time will not be considered.

17.4. All disputes are subject to the jurisdiction of [Name of City] courts only.

17.5. When there is difference between the rates in figures and in words, the rates, which correspond to the amounts worked out by the agency shall be taken as correct.

17.6. When the agency does not work out the amount of an item or it does not correspond with the rate written either in figures or in words, then the rate quoted by the agency in words shall be taken as correct.

17.7. When the rate quoted by the agency in figures and in words tally but the amount is not worked out correctly, the rates quoted by the agency shall be taken as correct and not the amount.

iv. The tender shall be written legibly and free from erasures, overwriting or corrections of figures.

Corrections, overwriting & interpolations where unavoidable should be made by making out, initialing, dating and rewriting.

## 18. AMENDMENT TO PARA-3.5.5 (V) OF OPWD CODE VOLUME-I BY INCLUSION.

**(Additional performance Security) Modified vide Works Department office Memorandum No.4559 dt.05.04.2021**

Additional Performance Security shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish the amount of Additional Performance Security (APS) in shape of Term Deposit Receipt pledged in favour of Block Development Officer, Odapada/Bank Guarantee in favour of Block Development Officer, Odapada from any Nationalized/Scheduled Bank in India, counter guaranteed by its local branch within seven days of issue of Letter of Acceptance (LOA) by the Block Development Officer, Odapada to the successful bidder. Otherwise, the bid of the successful bidder shall be cancelled and **further, proceeding for blacklisting shall be initiated against the bidder as per Works Department Office Memorandum No.14459 dtd.20.09.2018.**

The Additional Performance Security (APS) has to be deposited as follows.

Sl No.	Range of difference between the Estimated cost put to Tender and Bid amount.	Additional Performance Security to be deposited by the successful bidder
1	Below 5%	No Additional Performance Security
2	From 5% and above and below 10%	50% of difference between Estimated cost put to tender and bid amount
3	From 10% and above	150% of difference between Estimated cost put to tender and bid amount

In case of percentage rate tender only percentage quoted by the agency shall be considered.

1. The percentage quoted should be filled in accurately to avoid any discrepancy.
  2. If any discrepancy is found in the percentage quoted in words & figures, then the percentage quoted by the agency in words shall be taken as correct.
  3. If any discrepancy is found in the percentage quoted in percentage excess/less and total rate quoted by the agency than percentage will be taken as correct.
  4. The percentage quoted in the tender without mentioning excess/less and not supported with the corresponding amount will be treated as excess.
  5. The percentage excess or less will be considered upto two decimal point only. If the bidder quoted three or more decimal points the first two decimal points will be taken for consideration.
19. Every page of the D.T.C.N. and tender paper with required attachments should be signed by the tenderer failing, which the tender will be rejected.
  20. The tenderer shall carefully study the tentative drawings and specifications applicable to the contract and all the documents, which will form a part of the agreement to be entered in to, by the accepted tenderer and detailed specifications for Orissa, and other relevant specifications and drawings, which are available. Complaint at a future date that the tenderers have not seen plans and specifications cannot be entertained.
  21. The drawing furnished with the tender are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rates quoted by the tenderer will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in- Charge as and when required.
  22. By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat/ rice referred to above, medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials with royalties, cess, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in-Charge of the work and his authorized subordinates. After acceptance of the contract rate Government will not pay any extra charges for any reason in case the agency claims later on to have misjudged as regard availability of materials, labour and other factors.
  23. The bidder shall submit a bid security declaration form as per proforma Annexed in the DTCN of the amount as specified in the **Contract Data**. Bidders desirous to hire machineries or equipments from outside the State or owned but deployed outside the State are required to furnish the EMD/bid security online as specified in the **Contract Data** and as per the above terms and conditions.
  24. Sealed Bids should be accompanied with the attested true copies of the valid registration certificate, GSTIN, PAN card, Affidavit and other documents as per DTCN which are mandatory and the original documents submitted by the successful bidder will be verified within five working days of opening of the tender before Block Development Officer Odapada for verification otherwise his / her bids shall be declared as non-responsive and thus liable for rejection and the bidder will be as Black Listed for 2 years from the Department and the EMD amount will be forfeited. The same tender will be rendered further.
  25. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the items mentioned in the Call Notices. Any change in the wording will not be accepted.
  26. The department reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.
  27. The Engineer-in-charge will notify the bidder / tenderer whose bid has been accepted of the award prior to expiration of the validity period by cable, telex or faesimile and/ or Email confirmed by registered letter. This

letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in-charge will pay the agency in consideration of the execution, completion and maintenance of the Works by the agency as prescribed by the contract (Hereinafter and in the contract called the "Contract Price"). The Notification of award will constitute the formation of the contract, subject only to the furnishing of (Initial Security Deposit) in form of Deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account/National Savings Certificate / Post Office Time Deposit Account duly pledged in favour of the **Block Development Officer, Odapada** and in no other form which including the amount already deposited as bid security (earnest money) shall be 1% of the value of the tendered amount and sign the agreement in the P.W.D. form No. P1 (Schedule XLV No. 61) for the fulfillment of the contract in the office of the **Block Development Officer, Odapada** as directed. The security deposit together with the earnest money and the amount withheld according to the provision of P1 agreement shall be retained as security for the due fulfillment of this contract and additional performance security in accordance with the provisions of the agreement. The agreement will incorporate all agreements between the officer inviting the bid/Engineer-in-Charge and the successful bidder within 15 days following the notification of award along with the Letter of Acceptance. The successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement.

- a. The notice-inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security including additional performance security.
  - b. **Standard P.W.D. Form P1 with latest amendments.**
28. Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the Bid Security (earnest money). No contract (tender) shall be finally accepted until the required amount of initial security money is deposited. The security will be refunded after **Twelve months** of completion of the work and payment of the final bill and will not carry any interest. As concurred by Law Department & Finance Department In their U.O.R. No 848, dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in **case**, where tenderers back out from the offer before acceptance of tender by the competent authority.
  29. The agency should be liable to fully indemnify the Department for payment of compensation under workmen compensation act. VIII of 1923 on account of the workmen employed by the agency and full amount of compensation paid will be recovered from the agency.
  30. Tenderers are required to liable by fair wages clause as introduced by Govt. of Orissa, Works Department letter NoV11 (R&B) 5225, dt.26-2-55 and No.11, M-56/61-28842 (5), dt.27-9-61.
  31. The agency shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following similar category.
    - a. Rent royalties, cess and other charges of materials, goods & service tax such as CGST&SGST w.e.f 1 July 2017 from time to time. Ferry tolls, conveyance-charges and other cost on account of land buildings including temporary building required by the tenderer for collection of materials, storage, housing of staff or other purpose of the work are to be borne by the agency at his own cost. No rent will be payable to Govt. for temporary occupation of land owned by govt. at the site of the work for bonafide use of the land for work and all such construction of temporary nature by the agency shall be done after obtaining written permission from the Engineer-in-Charge of Civil portion of the work and all such construction shall have to be demolished and debris removed and ground made good and cleared after completion of the work at no extra cost.
    - b. Royalty will be recovered from each bill as notified by Govt. from time to time unless K-Forms are enclosed. Refund of royalty at later date after passing of the bills cannot be entertained as the recovery of royalty is being credited to revenue.
    - c. Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local labour laws and health authorities shall have to be provided by the Agency.
    - d. Arrangement of suitable water supply including pipe water supply where available for the staff and labour as well as for the execution of the work is sole responsibility of the Agency and no extra cost for carriage of water will be entertained.
    - e. All fees and dues levied by Municipal, Canal or Water Supply Authorities are to be borne by the Agency.
    - f. Suitable safety equipments and dresses, gloves, life belts etc. for the labour engaged in risky operations are to be supplied by the agency at his own cost.

- g. Suitable fencing barriers, signals including paraffin and electric signals where necessary at work and approaches in order to protect the public and employees from accident has to be provided by the Agency at his own cost.
- h) Compensation including cost of any legal suit for injury to persons or property arising out of execution of the work and also any sum, which may become payable due to operation of the workmen compensation act, shall have to be borne by the agency.
- i) The agency has to arrange adequate lighting arrangements for the work wherever necessary at his own cost.
32. No payment will be made for layout, benchmark, level pillars, profiles and benching and leveling the ground required, which has to be carried out by the agency at his own cost. The rates to be quoted should be for finished items of work inclusive of carriage of all materials and all incidental items of work.
  33. After the work is finished all surplus materials should be removed from the site of work, preliminary work such as vats, mixing platforms, etc. should be dismantled and all materials removed from the site and premises left neat and his should be inclusive in the rates. No extra payment will be made to the Agency in this account.
  34. It should be understood clearly that no claim what-so-ever will be entertained for extra items of works quantity of any item besides estimate amount unless written order is obtained from the competent authority and rate settled before the extra items of work or extra quantity of any items of work is taken up.
  35. The tenderers shall have to abide by the C.P.W.D. safety code rules introduced by the Govt. of India, Ministry of Works, Housing & Supply in their standing order no.44150, dtd.25-11-57.
  36. No part of the contract shall be sublet without written permission to the concerned Executive Engineer or transfer be made by the power of attorney authorizing others to receive payment on agency's behalf.
  37. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the under signed during office hours every day except on Sundays and Public Holidays till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the same address. But it must be clearly understood that tenders must be received in order and according to instructions in complete shape. Incomplete tender is liable for rejection.
  38. **No Relation certificate.** The bidder/agency shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.W.D. or Assistant Under Secretary & above in the Works Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable to make good to damages the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide **Schedule-A**
  39. The tenderers shall make all arrangements for proper storage of materials but no cost for raising shed for store and pay of security guard etc. will be borne by the Department. The department is not responsible for any theft or loss of materials at site. It is bidder/agency's risk. Under any such plea, if the tenderer stops the work, he shall have to pay the full penalty as per clauses of the contract.
  40. Approach road to site of work for transport of materials to site of work is sole responsibility of the bidder/agency. Statutory traffic restriction in the town area for Transport of construction material to site of work is to be taken in to consideration before tendering and no consideration for extra time or compensation thereof shall be considered.
  41. The bidder/agency should at his own cost arrange necessary tools and plants required for efficient execution of work and the rates quoted should be inclusive of transportation, hire and running charges of such plant and cost of consumables.
  42. The machineries, if available, with the department may be supplied on hire as per charges noted in the enclosed statement and may be changed from time to time subject to the condition that the bidder/agency will execute in advance an agreement with the Engineer-in-Charge.
  43. No claim whatsoever will be entertained for supply of machineries.
  44. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of the bid, shall be debarred from qualification. The tenderer is to furnish an **affidavit** at the time of submission of tender paper about the authentication of tender documents including Bank guarantee. An **affidavit** to this effect is to be furnished in Schedule-F. Non-furnishing of the information in **Schedule - E** and required affidavit in **Schedule-F(original)**, the bid document

**45. SPECIAL CONDITIONS (PART OF THE CONTRACT)**  
**SCOPE OF WORK**

**RESTORATION OF THE ECOSYSTEM SERVICES**

- a. The key objective of the services would be focused towards improvement in water quality up to the IS 2296, Class B standards, as well as restoration of ecosystem services from the Waterbody, which includes –
  - i. Aquifer recharge
  - ii. Flood & drought mitigation, maintaining soil moisture, avoiding water logging in the vicinity
  - iii. Maintaining the electrolytes, minerals, oxygen and carbon balance within the water to support the aquatic food chain
  - iv. Restoring the process of photosynthesis within water, to ensure absorption of the greenhouse gases (GHG), performing carbon sequestration and fighting climate change
  - v. Maintaining ambient temperature in the vicinity
  - vi. Air pollution mitigation and improvement in the PM concentration in the neighborhood of the waterbody
  - vii. Making drinking water available for all the native flora & fauna, birds & bees, plants and animals, also maintaining the humidity in air, ensure adequate rainfall
  - viii. Safeguarding the vicinity from outbreak of water & vector borne diseases
  - ix. And biodiversity conservation

**KEY RESULT AREA**

- a. Considering the overall intent for facilitating holistic and sustainable development, Environmental Restoration and Bio-diversity Conservation for the area Based Development Plan, the scope of services has been designed carefully, as described below:
  - i. Water, Soil and Air conservation, and “In-situ” Water Quality Management has to be done is the said Waterbody WITHOUT indulging in to any of the below mentioned activities, which disrupts the native ecology of the wetland / waterbody
  - ii. Installation of any physical Sewerage Treatment Plant / Effluent Treatment Plant or any physical dredging or decantation of Water from the Waterbody – IS STRICTLY PROHIBITED Or,
  - iii. Any factory-made chemicals or biocides or calcium carbonate based or hydrogen peroxide-based treatment to intervene with the aqua-ecology – IS SEVERELY FORBIDDEN
  - iv. Rejuvenation of Environment & Ecology in Water, Soil and Air should be done in 100% in-situ condition through the holistic approach for Resurrection of the native ecology of wetlands in absolute harmony with nature. The Rejuvenation process must ensure the following outcomes
    - v. Natural aquifer recharge, and natural “Rain Water Harvesting”
    - vi. Waterbody should go perineal, ensuring that the Waterbody should neither go dry, nor get flooded for the entire period of the contract, after the initial gestation period of one quarter.
    - vii. Conservation and promotion of the natural biodiversity of the Waterbody effecting in an observable difference in flora & fauna, fishes, birds, bees & butterflies in the Lake vicinity.

**PERIMETER & LIMITATIONS**

- a. The project is purely focused upon the re-establishment of native ecology of Waterbody / Wetlands.
- b. To maintain the water balance of the existing water bodies by restoring the water holding capacity of pond by organically consuming the bottom sludge.
- c. Reinstating the natural ecosystem and to maintain the aqua-ecology of the existing water bodies WITHOUT dewatering and excavation of any sludge, but by ensuring that sludge is consumed & digested in aqua-ecology and making the water quality adequate enough to support life, with a clear and straightforward objective to eradicate all harmful foul smell, mosquito colonies, microbial infestation etc.
- d. Additionally ensuring the increase in the Dissolved Oxygen (DO) level, reducing the Chemical Oxygen Demand (COD), Total Suspended Solid (TSS), improving the, restoring the natural Water waves, and confirming significant reduction of nutrient elements (like Nitrogen and Phosphorus) access of which is harmful for aqua life.
- e. The selected Waterbodies are mentioned in the “TECHNICAL FACT SHEET” of the document. The Panchayat Samiti reserves the right to change the list of lakes from scope of this tender by providing alternate lake(s) / Pokharis / Ponds / Talab / Drains of similar capacity within the city limits.

- f. This contract can be extended for another Four (4) years for maintenance based on mutual agreement basis. A discounted unit rate quoted by the Bidder for this contract shall be applicable even for the maintenance period. The decision of the Panchayat Samiti for extension of this project will be final and binding based on mutually agreed rates.
- g. The bidder/agency/bidder/agency engaged through this contract has to rejuvenate and restore the lake water quality through Ecological & sustainable natural Technology only.

#### **REPORTS & UPDATION OF RECORDS**

- a. Laboratory Test Process and parameters
  - i. The Name of the laboratory to be submitted in advance by the bidder / applicant. Pre-Treatment Water Quality samples must be taken before the start of the project; without submission of the report the project will NOT commence.
  - ii. All the reports must contain the following test parameters – pH, Color, Odor, BOD, COD, DO, TSS, TDS, Turbidity, Total Nitrogen / Ammonia, Total Phosphates, Total Coliform, Fecal Coliform and E.Coli.
  - iii. For the entire period of the services, the samples should be collected and reports be submitted on a monthly basis by a NABL accredited laboratory

#### **GENERAL SCOPE OF WORK**

- a. The information provided with this Tender is indicative, interested bidder will carry out site assessment study and conduct confirmatory surveys before applying for the tender.
  - b. Site preparatory activities and setting up of necessary establishments such as site office within the territorial limits of the Panchayat Samiti, shall be purely a responsibility of the bidder. However, at the location of the Waterbody, no permanent civil construction shall be allowed.
  - c. It is the obligation of the bidder to start the Waterbody work within the scope of the any work order given to them, so that all mentioned waterbody is rejuvenated within 9 month to one year and the corresponding Four (4) year O&M period starts synchronously.
  - d. The successful bidder should submit the detailed methodology, Ecological sustainable or natural method along with its working principle etc. and proposed work plan, when asked for.
  - e. The methods of treatment and quantification of consumables essential for treatment should be assessed by the bidder himself to achieve/acquire the required water quality parameters. No extra payment shall be done by the Panchayat Samiti to the applicant for any change in frequency / potency / quantity of consumables in the rejuvenation process.
  - f. Bidder shall do, physical cleaning of lake and removal of undesirable floating matter such as floating plastics, solid waste etc. during entire period of this contract either by mechanical or manual means at his own cost and risk and without interrupting the lake ecology or the rituals performed.
  - g. The water quality standard of the waterbody, post treatment is prescribed by the IS: 2296 Class B, Water for outdoor bathing shall be met by the bidder / applicant. The bidder must achieve the desired quality of water within nine month and maintain the water quality standard for total period of service.
  - h. The adopted technology should be Ecological or based upon the holistic principles, which focuses on ecological enhancement and supports bio-diversity in addition to lake water rejuvenation. The ecological technology adopted by the bidder should be delivering biodiversity along with Rejuvenation, ensuring NO foul smell, NO Sludge, and NO mosquitoes.
  - i. Successful bidder/bidder/agency shall be solely responsible for any kind of adverse environmental impact on water body, aquatic life, flora and fauna, surroundings and users of water body that may arise due to the application of his adopted technology. He shall be penalized for such negative impacts and authority in no way shall be responsible for any such cause and reserves the right to terminate the contract on these grounds. The principal technology company must also stand a counter guarantee for this, while authorizing the bidder/agency for this tender.
47. Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue an order book to the bidder/agency to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the Block. Officer-in-Charge with their dated signatures and duly noted by the bidder/agency or his authorized agents with their dated signature. Orders entered in this book and noted by the bidder/agency's agent shall be considered to have been duly given to the bidder/agency for following the instructions of the Department. The order Book shall be the property of the Block and shall not be removed from the site of work without written permission of the Block Development Officer and to be submitted to the Engineer-in-charge every month.

48. No part of the contract shall be sublet without written permission of the Block Development Officer Odapada or transfer is made by power of Attorney authorizing others to receive payment on the bidder/agency's behalf.
49. The bidder/agency should attach the certificate in token of payment deposit with the registration authority as per recent circular of the Government relating to his registration.
50. In case the 1st lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tender for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from disincentivizing the tenderer.
51. Condition for issue of plant & machinery to bidder/agency on hire: - Tools & plants will be issued to the bidder/agency only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Block Development Officer Odapada shall be necessary in each case. The bidder/agency shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department.

52. **AGREEMENT**

An agreement shall be entered in to by the bidder/agency to the effect that these hire charges are recoverable from the bills of the bidder/agency regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the bidder/agency at any contract at any time shall be recovered from his next subsequent bill. All transit and incidental charges in connection with the despatch of tools and plants and machineries from workshop shed! deposit return there to, will be borne by the bidder/agency.

The hire charge shall be recovered at the prescribed rates from and inclusive of the date, the plant and machinery is made over up to and inclusive of the date of its return, even though the same day it may not have been utilized for any reason except for a major break down which may take more than 72 hours for repairs. The bidder/agency shall immediately intimate in writing to the Engineer—in-charge when any plant or machinery goes out of order requiring major repairs. The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make up the boiler temperature and bring plant to the operating conditions before the actual start of work. The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be leviable. These charges will be fixed by the Engineer-in-charge from time of time. In no case, the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Engineer-in-charge. The bidder/agency shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. The plant and machinery once issued to a bidder/agency shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work for which issued is completed. The tools and plants shall while in transit and in the custody of bidder/agency be at his sole risk and responsibility for damages and! or loss except fair wear and tear. The damage or loss as assessed by Engineer-in-charge shall be made good by the bidder/agency. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of Block Development Officer Odapada shall be final. The bidder/agency shall on or before the supply of plant and machinery sign an agreement in indemnifying the Govt. against loss or damage to the machine. The Bidder/agency shall also be responsible for any claim for compensation for loss of life, injury or damages to property etc. arising from any cause whatsoever. The bidder/agency shall provide full time chowkidar for guarding the plant and machinery at site. If the articles are not returned within the date originally specified or extended by the Engineer-in-charge, in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. Such period will be treated as working time. In the event of the non-return of the machinery, the full value of the articles at the current market price will be recovered from the agencies outstanding bills or any bills that may become due in respect of his other work under the Block Development Officer Odapada. The decision of the Block Development Officer shall be final in case of dispute.

**FORM OF AGREEMENT** — The bidder/agency shall, before taking the possession of the machinery, enter in to an agreement with the Engineer-in-charge or his nominees in the form attached. Log Books for recording the hours of daily works for each of the plant and machinery supplied to the bidder/agency will be maintained by the Department will be attested by the bidder/agency or his authorised agent daily. In case of bidder/agency contests

the correctness of the entries and / or fails to sign the log book, the decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the bidder/agency.

53. **AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS**

This agreement made the Two Thousand between (here-in-after referred to as the hirer" which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) of the one part and the Govt. of Orissa (here in after referred to as the Governor which expression shall unless excluded by or repugnant to the context include his successors in office as assigns) of the other part. Where as the hirer desirous of hiring the tools and plants of the P.W. Department of the Orissa Govt. and more particularly specified in the schedule here under between here in after referred to as "the tools and plants". And where as Government has agreed to let in hire the tools and plants to the hirer on the terms and conditions here in after mentioned. Now it is here by and between the parties here to as follows:

- a. In consideration of agreement that hire charges be recovered from their bill for work executed on which this machinery will be used or any other than standing in the names of agencies in the book of the Department or any other Government Department. The Govt. agrees to let the hirer tools and plants for the period to be computed from the date of delivery of the tools and plant to the hirer at the Block Development Officer Odapada.
- b. The rate of hire charges will be as mentioned in the schedule attached.
- c. The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part thereof without the previous written approval of the Engineer-in-charge.
- d. On the expiry of the period of the hire, the hirer shall return the tools and plants to the Block Development Officer. & workshop / store at **Odapada** in the same good condition in which they were received by him.
- e. In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent.
- f. The tools and plants shall be open for inspection at all times to the officers of the Government.
- g. The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the Engineer-in-charge. If the hirer operates the tools and plants beyond the aforesaid limit without the prior sanction of the Assistant Engineer, he shall pay to Government additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Engineer-in-charge from time to time.
- h. In case of breakdown, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.
- i. Normally the tools and plants will be supplied with operating staff.
- j. The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any causes what-so-ever during the period of the machinery is in his charge.
- k. All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.
- l. The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the Engineer-in-charge In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Engineer-in-charge such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.
- m. On the breach of any terms or conditions of this agreement by the hirer the Engineer-in-charge shall be entitled to demand the return of tools and plants and the hirer shall return the tools and plants within 72 hours from the date of receipt of such order in writing In case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost replacement of the tools and plants.
- n. In case of any disputes between the hirer and the Government, the decision of the Collector & District Magistrate will be final.
- o. This agreement shall be operated by the Engineer-in-charge on behalf of the Government and the term Engineer-in-charge shall include all officers duly authorized by him to exercise powers on his behalf.

**54. THE SCHEDULE**

Serial No.	Description and name of the articles.	No.	Amount of hire per hour	Remarks.

In witness where of the hirer and the Engineer-in-Charge has for and on behalf of the Governor of the State has set their respective hand, the day and the year here in above written.

Signed by:

- 1.
- 2.

Signed sealed and delivered in the presence of

**55. ELIGIBILITY CRITERIA:** To be eligible for qualification, applicants shall furnish the followings.  
(Technical Bid Packet)

**GENERAL ELIGIBILITY**

S.No.	Eligibility Conditions	Documentary Proof to be submitted
1	The bidder can be any registered LLP or Private Limited or Partnership or Limited or Section-8 or Proprietorship Company dully registered under the relevant act (Indian Partnership Act, 1932, Companies Act, 2013, Companies Act, 2013 (Section 8), Limited Liability Partnership Act, 2008) across the country. They can either be ORIGINAL SOLUTIONS INVENTOR (OSI) or having a Territory-Limited Authorisation or a Project-Limited Authorisation from their respective OSI. If it is a Project-Limited Authorisation in a given state then it must be issued either by the OSI or the entity holding the Territory-Limited Authorisation for that State.	The bidder shall be required to submit a copy of its Certificate of Establishment/ Incorporation Certificate along with the Proposal and a copy of the Technology Authorisation.
2	The bidder must have a valid Goods and Service Tax (GST) registration in India.	The bidder shall be required to submit a true copy of its Good and Service Tax (GST) registration certificate
3	The Bidder with an operational office in Odisha for two years or more will be preferred.	Proof of registration of the Bidder shall be submitted.
4	The ORIGINAL SOLUTIONS INVENTOR (OSI) or its Territory-Limited Authorised Partner/Project-Limited Authorised Partner MUST be a Proprietor or registered LLP or Private Limited or Partnership or Limited or Section-8 or Proprietorship Company dully registered under the relevant act (Indian Partnership Act, 1932, Companies Act, 2013, Companies Act, 2013 (Section 8), Limited Liability Partnership Act, 2008) across the country. with a valid GST registration, PAN, as prescribed in the OSI eligibility criteria in clause 4.4	Documentary evidence to establish these facts must be accompanied with the bid.
5	The Bidder should not have been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.	A self-declaration to be submitted on the letterhead of the bidding company to this effect. However, if this is found to be false, the said bidder shall be blacklisted for for next five years.
6	Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been	An Undertaking on the bidder's letterhead dully signed, stamped and notarized.

S.No.	Eligibility Conditions	Documentary Proof to be submitted
	expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.	

#### **FINANCIAL ELIGIBILITY**

S.No	Eligibility Conditions	Documentary Proof to be submitted
1	Minimum average annual turnover of The Bidder should not be less than ₹ 50 (Fifty) Lac averaged out during last three (3) financial years from the Proposal due date of bid. Startup India or MSME registered companies will be exempted.	The Bidder shall enclose with its Application, The Audited Balance Sheet (PL)/certificate(s) from its Statutory Auditors stating its total revenues. In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the Chartered Accountants of the Bidder that ordinarily audits the annual accounts of the Bidder.

#### **RELEVANT EXPERIENCE ELIGIBILITY**

S. No	Criteria	Documentary Proof to be submitted
1	For the purposes of satisfying the conditions of eligibility and for evaluating the Bidder's proposals under this Tender, following projects shall be deemed as eligible projects (the "Eligible Projects") The Bidder/OSI/Territory-Limited Authorised Partner/Project-Limited Authorised Partner should have completed following type of assignments with Government Agencies (Central Government Agencies/State Government Agencies/PSU's) in the past 5 years; a. Combined, the Bidder/OSI/Territory-Limited Authorised Partner/Project-Limited Authorised Partner directly or through any of their partners must have done similar Waterbody Rejuvenation projects with minimum One (1) Project of Government authorities. b. The Bidder MUST BE an OSI or Territory-Limited Authorised Partner or Project-Limited Authorised Partner for the technology being used in the Waterbody Rejuvenation Project.	Completion Certificate coupled with the requisite work order copies. Relevant documentary evidence must be provided in the bid.

#### **TECHNOLOGY ELIGIBILITY – ORIGINAL SOLUTIONS INVENTOR (OSI)**

#	Criteria
1	The OSI must be a Registered LLP or Private Limited or Partnership or Limited or Section-8 or Proprietorship Company
2	They should be registered with at least one of the other government institutions like MSME / UDYAM / GEM.
3	The OSI must have a valid GST registration & PAN number
4	The OSI technology must have at least two published case studies.
5	The OSI either directly or through their partner must have worked with at least one pollution control board with their technology.
6	The offered Product/Solution offered by the Original Solutions Inventor (OSI) should be a combination of Nature-based Solution, Phycoremediation and Phytoremediation. One of the technology: a. Must have a valid Toxicology test report from any reputed Government Institution/Research Institution/Organisation/Authority like IIT's, Jadavpur University, CSIR etc. The Test Report must be submitted along with the bid.

- |  |   |
|--|---|
|  | <p>b. Must be certified as safe for aquatic life by any Government Institution/Authority/Research Institution/Organisation/Authority like IIT's, Jadavpur University, CSIR, etc.. The valid Certificate must submitted with the bid.</p> <p>c. Must have a research of more than 20 years at least. Proof of this could be a Patent certificate from India or from abroad (US, CANADA, UK, Germany, France, Israel, South Africa, Singapore, Australia, New Zealand) or a published research paper from reputed institutions like IIT, CSIR, Jadavpur University, etc. A copy of the relevant documents must be submitted along with the bid.</p> |
|--|---|

56. **Required E.M.D as per the DTCN Clause No. 23. & NIT Co. – 6. The original money receipt as (g) Bidder can submit one tender paper for a particular work. Submission of more than one tender paper by a bidder for a particular tender will be liable for rejection of all such tender papers.**

57. **AMMENDMENT TO THE CONDITION OF F2 CONTRACT(P1 Contract)**

**Clause-2(a) of F2 Contract: -TIME CONTROL: 2.1**

58. **Progress of work and Re-scheduling programme.**

- a. The Block Development Officer / Engineer-in-Charge shall issue the letter of acceptance to the successful bidder/agency. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- b. Amendment to para – 3.5.4 of OPWD code Vol-I by inclusion.  
If the L-1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the bidder/agency. In that case, the L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder, otherwise the tender will be cancelled. In case a bidder/agency is black listed, it will be widely published and intimated to all departments of Government and also to Govt. of India bidder/agency working in the state.
- c. Within 15 days of issue of the letter of acceptance, the bidder/agency shall submit to the Engineer-in-Charge for approval a Programme commensurate to Clause no.3 showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.
- d. To ensure good progress during the execution of the work the bidder/agency shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before % of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.
- e. If at any time it should appear to the Engineer-in-Charge that the actual process of the work does not conform to the programme to which consent has been given the Bidder/agency shall produce, at the request of the Engineer-in-Charge, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the bidder/agency does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- f. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- g. The Engineer-in-Charge's approval of the Programme shall not alter the Bidder/agency's obligations. The Bidder/agency may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

59. **Extension of the Completion Date**

- a. The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Bidder/agency commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee! Security deposit absolutely.

- b. As soon as possible after the Agreement is executed, the Bidder/agency shall submit the Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Bidder/agency within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the bidder/agency shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.
- c. In case of delay occurred due to any of the reasons mentioned below, the Bidder/agency shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
  - i. Force measure, or
  - ii. Abnormally bad weather, or
  - iii. Serious loss or damage by fire, or
  - iv. Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
  - v. Delay on the part of other bidder/agency or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
  - vi. In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Bidder/agency taking steps to accelerate the remaining work and which would cause the Bidder/agency to incur additional cost, or
  - vii. Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Bidder/agency control.
- d. Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Bidder/agency in writing within fourteen days of the happening of the event causing delay. The Bidder/agency may also, if practicable, indicate in such a request the period for which extension is desired.
- e. In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Bidder/agency by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the bidder/agency for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the bidder/agency.
- f. Compensation for Delay
  - i. If the bidder/agency fails to maintain the required progress in terms of clause 2 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Block Development Officer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 2 or that the work remains incomplete.
  - ii. This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month of for delay of work, delay to be completed on per Day basis.
  - iii. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.
  - iv. The amount of compensation may be adjusted or set-off against any sum payable to the Bidder/agency under this or any other contract with the Government. In case, the bidder/agency does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s) in terms of Clause 2.5. the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the bidder/agency. However, if the bidder/agency catches

up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the bidder/agency fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest whatsoever shall be payable on such withheld amount.

60. **Modification as per Works Department office Memorandum No. 5288 dtd.04.05.2016.**

- a. **Management Meetings**
- b. Either the Engineer or the Bidder/agency may require the other to attend a management meeting. The business of management meetings shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- c. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

To rescind the contract (of which rescission notice in writing to the bidder/agency under the hand of the Block Development Officer Odapada shall be conclusive evidence), 20% of the value of left-over work will be realized from the bidder/agency as penalty.

  
Block Development Officer  
Odapada

Tenderer

  
BDO, Odapada

**CHECK LIST TO BE FILLED UP BY THE BIDDER**

S No.	Documents	Submitted (Yes/No)
	<b>PACKET 1</b>	
1	Tender Fee	
2	Earnest Money 1%	
3	GST Certificate	
4	PAN Card	
5	Certificate of Registration	
6	No Relationship Certificate SCHEDULE-A	
7	Certificate of list of works in hand SCHEDULE-B	
8	Information regarding current litigation debarring / expelling of the tender or abandonment of the work by the tender (Schedule-E)	
9	Affidavit Schedule-F	
10	Technology Authorisation (Either Territory Authorisation or Project Authorisation)	
11	Self-Declaration of not barred certificate	
12	Turnover Certificate by CA or Audited Balance Sheet	
13	Startup India Certificate or MSME Udyam Certificate	
14	Previous project work order/ experience in the related works	
15	Previous project completion report	
16	Published Technology Case Studies	
17	Pollution Control Board Project Experience/Completion Certificate	
18	Proof of research of more than 20 years for product/solution	
19	Certificate for Safe for Aquatic Life	
20	Toxicology Report	
	<b>PACKET 2</b>	
1	Financial Bid - Annexure-1	

Signature of the bidder

Tenderer

  
 BDO, Odapada

Tenderers are required to submit the information in the following Schedules

CERTIFICATE OF NO RELATIONSHIP

SCHEDULE-A

I / We hereby certify that I/We\* am/are\* **related / not related** (\*) to any officer of the Panchayat Samit Office of the rank of Assistant Engineer & above and any officer of the rank of Assistant / Under Secretary and above of the Works Department, Govt. of Orissa I/We\* am/are\* aware that, if the facts subsequently proved to be false, my/our\* contract will be rescinded with forfeiture of E.M.D and security deposit and I / We\* shall be liable to make good the loss or damage resulting from such cancellation.

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

(\*) - Strike out which is not applicable

Signature of the Tenderer

Date:

Place

Tenderer

  
BDO, Odapada

**CERTIFICATE OF LIST OF WORKS IN HAND**

**SCHEDULE-B**

I/We do hereby certify that at present the following works are in my/our hand.

Sl. No.	Particulars of work now in hand	Amount of each work	Period in which the work is stipulated to be completed (in month)	Approximate value of work done in each project till the date of submission of tender	Department under which the work is being taken up.
1	2	3	4	5	6

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

Signature of the Tenderer

Date:  
Place

SCHEUDLE -C

**SCHEDULE-" C"**

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERED OR ABANDONMENT OF WORK BY THE TENDERER**

- |  |         |
|--|---------|
| 1. a) Is the tenderer currently involved in any litigation relating to the works.  | Yes/ No |
| b) If yes: give details:   |         |
| 2. a) Has the tenderer or any of its constituent partners been debarred/ expelled by any bidder/agency in India during the last 5 years. | Yes/ No |
| 3. a) Has the tenderer or any of its constituent partners failed to perform on any contract work in India during the last 5 years.       | Yes/ No |
| b) If yes, give details:   |         |

**Note:** If any information in this schedule is found to be incorrect or concealed, qualification application will be summarily be rejected.

Signature of Tenderer

Date  
Place

Tenderer

  
**BDO, Odapada**

SCHEDULE —D  
AFFIDAVIT  
(To be submitted in original)

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither my/our firm/Company/ Individuals \_\_\_\_\_ nor any of its constituent partners have abandoned any road/ Bridge/irrigation/ Buildings/Water body Rejuvenation, Resurrection work or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby authorized and request (s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

(Signature of Tenderer)

Name of Firm

Date:

PROJECT-LIMITED AUTHORISATION LETTER

Date:

Tender Ref No.:

To:

[Name of the Authorized Party][Company/Organization Name][Address][Email ID][GST][PAN]

Subject: Project-Limited Authorization for Use of [Technology Name/Company Name/Product Name] for [Project Name/Location]

Dear [Recipient's Name],

We, [Full Legal Name of Technology Owner/ Full Legal Name of Territory Authorised Partner], having our registered office at [Registered Address], hereby grant this **limited, non-exclusive, non-transferable authorization** to [Name of the Authorized Party] to use the proprietary technology [Name of Technology] strictly for the purposes of implementation in the following project:

**Project Title:** [Name of the Project]

**Project Location:** [Site Address / Location Details]

**Client / Owner:** [Name of the End-Client or Project Owner]

**Project Scope:** [Brief Description – e.g., Installation of Floating Wetlands for Water Body Rejuvenation]

**Duration of Authorization:** [Start Date] to [End Date] (or until completion of the project, whichever is earlier)

**Terms & Conditions**

**1. Scope of Authorization**

This authorization is strictly limited to the use of the technology for the aforementioned project only. Any usage beyond this scope, for other clients or locations, requires prior written permission.

**2. Technology Confidentiality & Ownership**

The intellectual property rights, technical documentation, know-how, processes, and any associated trademarks remain the sole and exclusive property of [Technology Owner's Name].

**3. No Sub-Licensing**

The authorized party cannot, transfer, or sub-license this authorization to any third party without prior written consent from the technology owner or the Territory Authorised Partner.

**4. Compliance with Quality and Brand Guidelines**

The authorized party agrees to implement the technology in accordance with the technical guidelines, quality standards, and branding protocols provided by the Technology Owner and the Territory Authorised Partner.

**5. Liability Disclaimer**

The Technology Owner/ Territory Authorised Partner shall not be liable for any misuse, poor implementation, or deviations from standard procedures by the authorized party.

**6. Revocation**

This authorization may be revoked by the Technology Owner/Territory Authorised Partner if any terms of this letter are violated.

We look forward to the successful implementation of this project and reiterate our support for technical coordination and guidance, as mutually agreed.

For any clarifications, please feel free to contact the undersigned.

Warm regards,

For [Technology Owner's Name/Territory Authorised Partner]

[Authorized Signatory Name]

[Designation]

[Email ID]

[Contact Number]

Note: If this authorisation is issued by the Territory Authorised Partner then a self-certified copy of the Territory Authorisation issued by the Original Solution Inventor (OSI) should be enclosed.