



**REQUEST FOR PROPOSAL (RFP)  
FOR  
SELECTION AND APPOINTMENT OF CONSULTANT  
FOR  
PREPARATION OF 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 AMMENDMENTS  
THEREAFTER  
FOR  
SETTING UP OF A 2400MW COAL BASED  
THERMAL POWER PLANT BY OTPCL,  
AT KAMAKHYANAGAR TEHSIL, IN DHENKANAL  
DISTRICT, ORISSA.**

**ORISSA THERMAL POWER CORPORATION LIMITED**

# DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of OTPCL is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by OTPCL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by OTPCL in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for OTPCL to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

OTPCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. OTPCL makes no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway in this Selection Process.

OTPCL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

OTPCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that OTPCL is bound to select an Bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy and OTPCL reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by OTPCL or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and OTPCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

**REQUEST FOR PROPOSAL (RFP) FOR SELECTION AND APPOINTMENT OF CONSULTANT FOR PREPARATION OF 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 AMMENDMENTS THEREAFTER FOR SETTING UP OF A 2400MW COAL BASED THERMAL POWER PLANT BY OTPCL, AT KAMAKHYANAGAR TEHSIL, IN DHENKANAL DISTRICT, ORISSA.**

## **1.0 REQUEST FOR PROPOSAL**

**Bids in Two parts** are invited by **Orissa Thermal Power Corporation Ltd. (OTPCL), 3<sup>rd</sup> Floor, Setu Bhawan, OBCC Building, Nayapally, Bhubaneswar-751 012** from interested Agencies /Consultants for selection and appointment of consultant for preparation of 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 thereafter for setting up of a 2400MW coal based thermal power plant by OTPCL, at Kamakhyanagar Tehsil, in Dhenkanal District.

OTPCL 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**

Orissa Thermal Power Corporation Ltd ("OTPCL") has been established as a joint venture of two of the State of Orissa PSUs namely M/s Orissa Hydro Power Corporation Ltd and M/s Orissa Mining Corporation Ltd. In pursuance to the decision of the State Govt., OTPCL has been incorporated with an objective to set up of a 2400MW coal based Thermal Power Plant in two phases in order to meet the power requirement of the State Consumers. The company is a State Govt. Company as per the provisions of the Companies Act and is a Board Managed Company having equal representations of the joint venture partners in the Board.

OTPCL has decided to set up the Coal based Thermal Power plant using super critical boiler & re-heat turbine technology in two phases. In the 1<sup>st</sup> Phase, it proposes to set up 2x800 MW capacity power plant to come up in the 12<sup>th</sup> plan, add 1x800 unit in the Second Phase and to have provision for addition of one more 1x800 MW unit at a later date. The proposed project of the Company will be set up at Kamakhyanagar in the district of Dhenkanal in Orissa.

## **3.0 LOCATION OF THE SITE**

The proposed project site is easily accessible by road and rail. Main railway line existing (Dhenkanal-Talcher rail route) is at a distance of about 20 kms from the main plant and the proposed railway station Rekula on Duburi-Talcher rail route is around 9kms from the main plant. Dhenkanal-Kamakhyanagar state highway connecting to NH-55 (erstwhile NH-42) and NH-200 runs by the side of the project site. The nearest airport is Bhubaneswar which is about 150 km from proposed plant site. Action with regard to transfer of Govt. land and process of acquisition of private land has already been initiated.

#### 4.0 SALIENT FEATURE OF THE AREA

Land particulars for the Project	Villages involved: Kateni, Annapurnapur Khamar (kha), Aluajharana, Kusumajodi, Dhobabahali, Kantapala, Anlabareni, Bijadiha, Bhagirathipur Sasana in Kamakhyanagar Tehsil, Dhenkanal District.
Govt. (Revenue) Forest land	83.940 Acre
Govt. Non Forest land	903.830 Acre
Pvt. land	982.015 Acre
Total land for the project	1969.785 Acre

The forest land of the proposed site doesn't include any protected area like National Park/Wildlife Sanctuary/ Biosphere Reserve/Tiger Reserve/ Elephant Reserve or Elephant Corridor. The proposed earmarked forest area doesn't include places of Archaeological importance.

A railway line will be developed for the proposed power project. A portion of forest land may be encountered in the proposed railway line which will require diversion of forest land. Details of the land of the rail line for the project shall be made available to the successful bidder after the survey of rail line is completed.

Forest Diversion proposal and clearance application has to be processed as applicable in terms of the Forest Conservation Act, 1980 with all amendments thereafter and all other applicable laws and practices prevalent in the State of Orissa and GOI. The forest land involved is less than 40 Ha as per the present land details made for the project. However the same may undergo changes after the survey of rail links to project site is completed and land detailing is completed for the same. But as per the site conditions, it is estimated that the involvement of forest land shall not exceed 40Ha. The bidder shall however be required to complete the assignment even if the involvements of Forest land exceed 40Ha.

#### 5.0 BIDDING SCHEDULE

Availability of Bid Document	<b>25<sup>th</sup> July,2011</b> <b>to</b> <b>18<sup>th</sup> August,2011</b>
Last date for Receipt of Bids	<b>3.30PM, 26<sup>th</sup> August,2011</b>
Date of Opening of Techno Commercial Bids	<b>4.30PM, 27<sup>th</sup> August,2011</b>
Date of Opening of Financial Bids	<b>Will be intimated separately</b>

- In case the date/s indicated above happens to be holiday the next working day shall be treated as the Target Date.

## **6.0 ADDRESS FOR SUBMISSION**

The Techno Commercial and Financial bid proposals shall be submitted in three copies (1 original + 2 copies) by the Bidder on the following address as per the Bidding Schedule indicated in A 4 above.

**Orissa Thermal Power Corporation Ltd**  
**3<sup>rd</sup> Floor, Setu Bhawan, OBCC Building,**  
**Nayapally, Bhubaneswar- 751012,**  
**Tel-0674-2390732**  
**E-mail:info@otpcl.com/ otpcl@hotmail.com**

The **Official Website** of OTPCL is:

<http://www.otpcl.com> Note: Please open the page, Home to access all the posted and uploaded documents related to this RFP.

## **7.0 MODE OF AVAILABILITY OF RFP BID DOCUMENT**

The RFP bid document shall be available at [www.otpcl.com](http://www.otpcl.com). Alternatively the RFP bid document can also be obtained from the office of Chief Executive Officer, OTPCL 3<sup>rd</sup> Floor, Setu Bhawan, OBCC Buildings, Nayapally, Bhubaneswar-12. The Bidders can either download the RFP bid document from the website or can obtain the same from the office of Chief Executive Officer, OTPCL, 3<sup>rd</sup> Floor, Setu Bhawan, OBCC Buildings, Nayapally, Bhubaneswar-12, on submission of cost of the RFP bid document in the form of a demand draft or banker's cheque drawn on any Scheduled Bank in India in favour of Orissa Thermal Power Corporation Ltd, Bhubaneswar and payable at Bhubaneswar. Any subsequent corrigendum/ amendments and clarification issued by OTPCL shall also form an integral part of RFP bid document. RFP bid document along with corrigendum/amendments and clarification issued by OTPCL shall be downloaded and signed on each page by the authorized signatory of the bidder for submission.

In case the Bidder has downloaded the RFP bid document from the website, the cost of tender shall be submitted along with the RFP bid document. The Cost of RFP bid documents is Rs.2,500.00 (Rupees two thousand five hundred only) and the same can be obtained in person or by post from Chief Executive Officer, OTPCL, 3<sup>rd</sup> Floor, Setu Bhawan, OBCC Buildings, Nayapally, Bhubaneswar-12 on any working day between **10.00AM to 5.00PM from 25.07.2011 to 18.08.2011**. The cost of RFP bid document is non refundable.

OTPCL takes no responsibility for any delay, loss or non-receipt of the RFP bid document sent by post.

## **8.0 Governing Law**

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

## **9.0 SCOPE OF WORK:**

- A. Preparation of a Complete and Comprehensive Forest Diversion Proposal (FDP) as per the Forest Conservation Act, 1980 with all amendments thereafter and as per prevailing GOI Guidelines and current practice and procedure applicable

under the laws of State of Orissa Forest Dept. for the proposed 2400MW coal based thermal power plant project at Kamakhyanagar Tehsil of Dhenkanal District of Orissa.

- B. Submission of the FDP to Forest Department through OTPCL.
- C. 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).

## **10.0 TIME SCHEDULE FOR COMPLETION OF WORK**

**18 (Eighteen) Months:** with interim mile stones from the date of contract as described below:

**Mile Stone-1:** 3(Three) Months from the date of contract for submission of FDP to PCCF Orissa through OTPCL in requisite numbers of copies. (20% of the Contract amount will be paid after completion of Mile Stone-1)

**Mile Stone-2:** 6(Six) months from the date of contract for completion of all necessary works for Part ii, Part iii, Part iv and Part v and its transmission to MoEF. (20% of the Contract amount will be paid after completion of Mile Stone- 2)

**Mile Stone-3:** 9(Nine) months from the date of contract for obtaining the Stage-I Approval of Diversion of Forest Land from MoEF. (20% of the Contract amount will be paid after completion of Mile Stone- 3)

**Mile Stone-4:** 12(Twelve) months from the date of contract for complying the stipulations of Stage-I Approval of Diversion of Forest Land. (15% of the Contract amount will be paid after completion of Mile Stone- 4).

**Mile Stone-5:** 18(Eighteen) months from the date of contract for obtaining the Stage-II Approval (Final Approval) of Diversion of Forest Land from MoEF and Arranging the final compliance to the Stage-II stipulations if necessary. (25% of the Contract amount will be paid after completion of Mile Stone- 5)

## **11.0 EARNEST MONEY DEPOSIT:**

Each Bid must be accompanied with the non interest bearing Earnest Money Deposit of Rs.1,00,000 ( Rupees One lac only) in shape of Bank draft/Pay order drawn on any Schedule/ Nationalized Bank in favour of "Orissa Thermal Power Corporation Ltd." payable at Bhubaneswar. Name of the remitter shall be mentioned in the DD/PO. Bid without prescribed earnest money shall be rejected. The earnest money of the successful bidder shall be converted into security deposit which bears no interest.

**Note:-** Earnest money of the unsuccessful bidder will be refunded after award of the contract

## 12.0 ELIGIBILITY CONDITION:

In order to qualify in the techno commercial bid, the Bidder must produce the following documentary evidence while submitting the techno-commercial bid.

- (i) Payment of cost of Tender document i.e. Rs.2500/- .
- (ii) Crossed Demand Draft of Rs.1, 00,000/-(Rupees One Lac only) in favour of Orissa Thermal Power Corporation Ltd. towards Earnest Money Deposit. Non submission of the EMD will be disqualified & liable to be rejected..
- (iii) Copy of the Experience to be submitted. Experience in the name of the partners of the firm or that of Director of the company will be considered as experience of the firm/company Participating in the Bid.
- iv) Copy of the Service Tax registration no in favour of the Bidder.
- v) Registered Partnership Deed in case of a Partnership firm.
- vi) Memorandum & Articles of Associations in case of a Joint Stock Company.
- vii) Copy of PAN as per Income Tax Act and EPF registration No
- viii) Photo Copy of the latest Income Tax Return Signed by a Chartered Accountant.
- ix) A declaration to be submitted as per the format attached at **(Annexure-I)**.
- xi) The Bidder is required to submit proof of executing successfully at least two forest diversion proposals each within a period of 18months time for the projects established in Orissa in recent times (during last three years). Work order and approval copy to be enclosed with the bid offer.
- xii) Duly filled up form as per **Part-I** of the bid.
- xiii) Manpower profile to undertake this particular assignment.
- xiv) Certificate of appreciations from reputed firms/Institutions & any other certificate which are relevant to work of forest diversion proposal.
- xv) Original copy of the RFP Bid document along with Corrigendum/Amendment issued if any by OTPCL duly signed on each page by authorized signatory of the Bidder.

## 13.0 SUBMISSION OF BID:

The Bids shall be submitted in parts i.e. **Part-I i.e. Techno-Commercial Bid and Part-II i.e. Price Bid** in separate covers super scribing for which the Bids is submitted, name and address of the Bidder. Both the above covers shall be put in another covers super scribing the job for which the Bid is submitted along with address of the Bidder. The Bids shall be submitted to the CEO, Orissa Thermal Power Corporation Limited, 3<sup>rd</sup> floor, Setu Bhawan, OBCC Building, Nayapalli, Bhubaneswar (Orissa) on or before **3.30 P.M of 26.08.2011** in three copies (1 original & 2 copies).

## 14.0 OPENING OF BID:

The Technical bid part-I shall be opened on **27.08.2011 at 4.30 P.M** in the office of the CEO, Orissa Thermal Power Corporation Limited, 3<sup>rd</sup> floor, Setu Bhawan, OBCC Building, Nayapalli, Bhubaneswar in the presence of the Bidder or their accredited representatives. The date of opening of price bid shall be intimated to the Bidder whose techno commercial bids found acceptable.

## **15.0 EVALUATION OF THE BIDS:**

- (i) The Techno commercial bid: Parties who will fulfill all requisite conditions of eligibility clause stipulated above will be construed as technically qualified and may be considered for opening of their Price Bid.
- (ii) The Price Bid of Technically qualified bidders shall be evaluated on the basis of price quoted for as per description of job in the Price bid placed at Part-II.

## **16.0 PENALTY**

### **a) Failure to complete the job:-**

If the agency fails to complete the job or backs out from the assigned job, the company reserves the right to forfeit the Earnest Money Deposit (EMD).

### **b) Delay in completion of job:-**

In case of any delay in completion of job by the agency a penalty @ 0.5% per week on Contract value shall be imposed on the agency to a maximum of 10% of the contract value from the date of delay in completion of the job as per the time period specified in Milestones as above.

## **17.0 AWARD OF CONTRACT**

Award of contract shall be made at the absolute discretion of OTPCL. The company reserves the right to reject any part or whole of the Bids without assigning any reason whatsoever. For such cancellation the Bidders shall not be entitled to claim any cost, charges, expenses incidental to or incurred by him through or in connection with the preparation and submission without assigning any reason whatsoever.

OTPCL also reserves the right not to accept the lowest offer.

OTPCL shall not be liable for any delay in receipt of the Bid document by the Bidders due to postal delay and no extension of time to the date of Bid opening shall be given for this reason.

## **18.0 SIGNING OF AGREEMENT AND EXECUTION OF WORK.**

The successful bidder is expected to appear in the office of CEO, OTPCL to sign the contract agreement within 10 days and start the work within 15 days from the date of issuance of LOI. In case the bidder declines to sign the agreement or to take up the work within stipulated time, in such eventuality will have any such claim.

In case the bidder declines to take up the work, OTPCL reserves the right to terminate the contract and forfeit the earnest money/security deposit of the Consultant/Agency in such eventuality, the Bidder 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.

## **19.0 RESPONSIBILITY OF THE CONTRACTOR/AGENCY:**

The agency shall have to make his own arrangements for travelling boarding, lodging etc to the site including visit to office of DFO, Dhenkanal, RCCF, Angul, 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.

## **20.0 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, OTPCL 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 OTPCL. On this account, neither any change in the time schedule of the contract nor any financial adjustment shall be permitted by OTPCL, 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 thereafter and as per the laid down procedures of GoO & GoI, in general and recent decisions by the Apex Court in particular.

## **21.0 MAINTENANCE OF PROGRESS REPORT:**

The Consultant / Agency is to report progress of work to the CEO, OTPCL 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.

## **22.0 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.

## **23.0 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.

#### **24.0 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 Chairman, Orissa Thermal Power 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.

#### **25.0 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

#### **26.0 MODIFICATION OF CONTRACT:**

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

#### **27.0 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, etc. to obtain the Approval of Diversion of Forest Land from MoEF, except 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.) and service taxes, if payable, shall be borne by OTPCL. 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 the CEO, OTPCL or his duly appointed representative.
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 ten 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 and the Consultant / Agency shall pay as compensation an amount equal to ½% on the value of work lagging behind for every week delay. 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 of the security 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 having been unavoidably hindered in its execution or on any other valid and genuine ground, he shall apply in writing to OTPCL, on account of which the Consultant / Agency desires such extension as aforesaid but before the expiry of the time limit/interim mile stone and OTPCL 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 OTPCL.
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 Orissa, OSPCCB and MoEF for obtaining Forest and Environmental Clearances including extra copies required to be sent to the members during compliance. 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 OTPCL 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 Orissa, OSPCCB 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 OTPCL.
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 Chairman of the corporation 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 except Service Taxes are to be paid by the Consultant.
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 Orissa 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 the CEO, OTPCL 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 MoEF, Gol, FD Orissa, OSPCCB and OTPCL.

**All the above terms and conditions of the Bid notice and Bid document 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

(a) Submit proof of executing successfully at least two forest diversion proposals each within a period of 18months time for the projects established in Orissa in recent times (during last three years). 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)
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\*\* 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.

(b) Copy of the experience Enclosed/ Not enclosed  
(Indicating whether the experience is in the name of the partners of the firm or that of Director of the Company)

03.(ii) Copy of PAN Enclosed/ Not enclosed

03.(iii) Copy of Service Tax registration no. Enclosed/ Not enclosed

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

03.(v) Proof regarding payment of cost of Tender document Enclosed/ Not enclosed

03.(vi) Proof regarding status of the Bidder Enclosed/ Not enclosed

03.(vii) Demand draft of Rs.1,00,000/- (Rupees One lakh only) in favour of OTPCL as EMD. Enclosed/ Not enclosed

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

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

- 03.(x) Copy of Certificate of appreciations. Enclosed/ Not enclosed
- 03.(xi) 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 two forest diversion proposals. 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. EARENEST MONEY DEPOSIT
- (i) DRAFT NO. DRAWN FROM
- (ii) DATE
- (iii) AMOUNT
- (iv) PAYMENT TO
- (v) PAYABLE AT
- 06.(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 18 months time. Yes/No
- (iii) Gone through the stipulations/ Guidelines pertaining to the FDP and the compliance status of the same. Yes/No

**07. 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 lour earnest money in case I/We fail to take up the job if my/our Tender is accepted.

**SIGNATURE OF THE BIDDER  
WITH SEAL**

**PART-II (PRICE BID)**

<b>Sl.No.</b>	<b>DESCRIPTION OF WORK</b>	<b>ALL INCLUSIVE PRICE AS PER SCOPE OF WORK (Inclusive of Service Tax)  (Lump sum price)</b>
1.	To Prepare 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, Wild Life Protection Act, 1972 , FRA, 2006 and amendments thereafter for setting up of a 2400MW coal based thermal power plant by OTPCL, at Kamakhyanagar Tehsil, in Dhenkanal District, Orissa.	<b>Amount in Rs.....</b> <b>Amount in words Rupees..... .....only.</b>
2.	Additional cost involved for (1) above if Forest Land involvement exceeds 40Ha.	<b>Amount in Rs.....</b> <b>Amount in words Rupees..... .....only.</b>

**SIGNATURE OF THE BIDDER  
WITH SEAL**

**DECLARATION**

From :  
[Name & address of the Bidder]

To  
The Chief Executive Officer,  
Orissa Thermal Power Corporation Ltd.,  
3<sup>rd</sup> Floor, Setu Bhawan,  
OBCC Building, Nayapally,  
Bhubaneswar-751 012.

**Sub:** Selection of Consultant/ Agency to Prepare 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 thereafter for setting up of a 2400MW coal based thermal power plant by OTPCL, at Kamakhyanager Tehsil, in Dhenkanal District, Orissa..

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)
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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 **18(Eighteen) months** calculated from the date of work order/ intimation.
3. I/We agree to abide by this Bid for the period of 120 (One hundred twenty) 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 (OTPCL) and if we do so withdraw I/We shall forfeit the bid security to OTPCL.

7. I/We enclose the required documents.

Dated this .....day of .....2011.

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**