



GOVERNMENT OF ODISHA

DEPARTMENT OF WATER RESOURCES

RfP Identification No.:4ML/2015-16

**Request for Proposal (RfP)
Appointment of
Proof Engineering Consultant (PEC)
For
IMPLEMENTATION OF MEGA LIFT PROJECTS
IN CLUSTER No. XI**

- **Due date and time of submission of the Bid : Dt. 21.01.2016 at 05:00 P.M.**
- **Due date and time of opening of the
Techno-Commercial Bid. : Dt. 22.01.2016 at 11:30 A.M.**

PROJECT MANAGEMENT UNIT, MEGA LIFT PROJECT
CENTRAL MINOR IRRIGATION CIRCLE BUILDING
PLOT No. A 8/2, BHOI NAGAR, BUBANESWAR-751022

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SECTION – I

PREFACE (ABOUT THE PROJECT)

Section-I

PREFACE

1. Introduction to the Mega Lift Project

Government of Odisha through Water Resources Department under its State Funded Scheme is undertaking Implementation of Mega Lift Irrigation Schemes from rivers and reservoirs for providing supplemental kharif irrigation to upland rainfed areas. As of now 174 such lift schemes have been identified throughout the state. The Lift Schemes will be executed in 15 Clusters through Engineering Procurement & Construction Contracts. EPC contractors are engaged through competitive bidding process. EPC contract for Cluster-XI is going to be drawn with M/s Larsen & Toubro Ltd, Chennai shortly.

Institutional Arrangement

The Project Management Unit (PMU) which has been formed in Bhubaneswar, Odisha headed by Project Director-cum-Chief Engineer for the Project Preparatory works will implement the Mega Lift Projects in the state. It is proposed to engage Proof Engineering Consultant (PEC) for vetting of the Engineering works of the EPC Contractor. The detailed Engineering done by the EPC contractor and vetted by the PEC will be approved by the Chief Engineer, Mega Lift Projects.

This Request For Proposal is for the Purpose of appointment of the Proof Engineering Consultant (PEC) for vetting of the Engineering works of the EPC Contractor of the cluster no. XI which consists of 12 Nos. of Lift Irrigation Schemes of command area 500 Ha to 2000Ha totaling 15,595 Ha. These Lift Schemes are located on Kelua, Birupa, Kharasrota and Mahanadi river in the districts of Jajpur and Kendrapara.

The implementation period for the EPC contract is thirty months. It is intended that with appointment of PEC the detailed Engineering works submitted by EPC Contractor is vetted timely, efficiently and following the codal procedures and best practices for Optimal long term Operation & Maintenance of all the Lift Irrigation schemes. On vetting of all planning, designs, drawings and other related works which the contractor requires owner's approval are to be taken up by the PEC and duly recommended for approval of the Project Director-cum-Chief Engineer, PMU, Mega Lift Project so that the construction works progressed and the milestones of Project completion is achieved.

2. Funding arrangement

The scheme is being funded by the State Government. The PEC consulting charges will be paid from the state funding.

3. Project components

For each Mega LI schemes following overall general components will be executed for providing successful irrigation services.

- Detail survey and design.
- Civil works like intake system and protection works,
- Pump house, DI pressure mains and related safety valves, surge protection devices etc., delivery chamber, PSC/HDPE/DI pipeline distribution System for 20 Ha chak and , approach roads etc.
- Procurement and installation of electro-mechanical systems like pump, motor, transformer, overhead crane and control panel etc.
- Dedicated Power system connectivity from Local Grid station by 33KV/6./0.415Kv transmission lines along with switchyard.
- Operation and Maintenance : The EPC contract also envisages five years Operation and Maintenance

5. Proof Engineering Consultant (PEC):

Project Director -cum- Chief Engineer, PMU, Mega Lift Projects is desirous of implementation of the cluster no. XI of the Mega Lift Project (12 Nos of LI Schemes in the Cluster) by appointing Proof Engineering Consultant (PEC), who shall be responsible for vetting the Planning, Design & drawings of the entire project work done under the EPC contract along with relevant documentation. Detail scope of work has been mentioned at annexure-IV.

i. PEC's Staff Personnel:

PEC shall engage sufficient and competent man power preferably from their own organization to carry out the above works as per manpower requirement given in Section- V. Any outsourcing of man power in place of own man power shall be with prior approval of Project Director -cum- Chief Engineer, PMU, Mega Lift Projects which should be decided before mobilization by PEC.

The Chief Proof Engineering Consultant/Team Leader is required to present himself in all review meetings as and when scheduled by the Employer with relevant information.

ii. PEC's Establishment:

PEC shall have Office at Bhubaneswar adequately equipped with manpower, Furniture, Fixtures, Vehicles & Machines headed by one Chief Proof Engineering Consultant/Team Leader who shall be responsible for the overall vetting of the Design & Drawings submitted by the EPC Contractor of the cluster.

PEC shall establish its in house expert teams for providing the Consultancy services for timely vetting of the detailed engineering works of the EPC Contractor and submit the vetted drawings for approval.

PEC may visit the sites periodically for resolving design related issues and also do the reengineering works as per the site conditions. PEC is to be adequately equipped with Experts, Support Staff Furniture, Fixtures, Vehicles & Machines for discharging its duties.

SECTION – II
INSTRUCTIONS TO BIDDERS (ITB)

Section -II:**Instructions to Bidders (ITB)**

1	General Instructions:	1.1	<p>Under the Mega Lift Project implementation program in the state 12 nos of Lift Irrigation Schemes are being executed in Cluster No. XI with each scheme is having CCA between 500Ha to 2000Ha totaling 15,595 Ha and the Cluster will have power system connectivity from local grid substations maintained by Odisha Power Transmission Corporation.</p> <p>The list LI Schemes of the Cluster is given in Annexure-I enclosed.</p>
2	Definitions:	2.1	Government / Owner / Employer: Means the Government of Odisha / Department of Water Resources (or Employer or Owner).
		2.2	<p>Engineer/Engineer-in-Charge: Means the Executive Engineer in charge of the works, specified parts of the works under the contract or such other departmental Assistant Engineers or Junior Engineers to whom the Engineer-in-charge may have delegated certain duties, acting separately within the scope of the particular duties entrusted to them.</p> <p>The consultant will be given a copy of the authorization designating the Engineer-in-charge by designation and delegating him his authority at the time when contract is signed. It is however, to be distinctly understood that, no delegation of powers shall be made to such departmental assistants or subordinates, except in respect of supervision to ensure compliance of the contract conditions</p>
		2.3	"Project" shall mean Mega Lift Schemes proposed for implementation by the Government to be constructed in Clusters and phases across the State of Odisha over a period.
		2.4	"Cluster" shall mean number of independent Lift Irrigation Schemes clubbed in package for construction.
		2.5	"Lift Irrigation Scheme" means the individual scheme covering CCA between 500 Ha to 2000 Ha from intake works, pump house, pumps, electro mechanical equipments, pipeline systems

			consisting of rising mains and distribution network for chak irrigation, power system connectivity and related ancillary works.
		2.6	"RfP" i.e. "Request for Proposal" shall mean document consisting of ITB, GCC, Scope of Works, Manpower/ staff requirement, Forms of Techno-Commercial Proposal , Price Proposal and Contract FORMS & Annexures sent to the short listed prospective Bidder(s) for submission of bid.
		2.7	"Bid" shall mean Techno-Commercial Proposal & Price Proposal in prescribed FORMS submitted in pursuance to RfP document.
		2.8	"Bidder" shall mean one of the shortlisted Consulting Agencies for the Proof Engineering Consultant (PEC) job, who quotes against this bid document, issued by the Owner and shall include his heirs, legal representatives, successors and permitted assigns.
		2.9	"Validity of the Bid" : the bidder shall keep the bid unchanged (that is, the Bidder shall remain committed to perform the full scope of work and responsibilities as defined in RfP as per its submitted bid) during the period indicated in ITB as the "period of validity of bid", or in any extended period as agreed to by the bidder.
		2.10	"PEC" shall mean the Proof Engineering Consultant Agency who shall be selected and appointed through limited tender among shortlisted Consulting Agencies for Monitoring & Supervision of each Lift Irrigation Schemes under the Clusters and shall include such successful Bidder's legal representatives, successors and permitted assigns. The term "Consultant" shall also construe PEC.
		2.11	" LOA" i.e. "Letter of Award" shall mean the official letter issued by the Owner notifying the PEC that his bid has been accepted and it shall include amendments thereto, if any, issued by the Owner.
		2.12	"Month" shall mean the calendar month and "Day" shall mean the calendar day.
		2.13	"Manpower Charges" i.e. "Remuneration on Cost to Company Basis" shall mean quotes in respect of staff engaged by the bidding Company with reference to this bid document based on all inclusive cost including the Salary, Perks, benefits, Cost related to hiring, Training,

			retirement benefits, Statutory Contributions etc. incurred or yet to be incurred.
		2.14	"Contract" shall mean the agreement signed by the Authorised representatives of Owner and the Selected PEC covering "the GCC, Scope of Works, Techno-Commercial Bid & Price Bid submitted by the Bidder, Letter of Award" including amendments and clarifications thereto, if any, issued by the Owner.
		2.15	'Project Director' shall mean the officer appointed from time to time in writing by the Owner to act as Project Director for the purpose of the Contract.
		2.16	"Effective Date of the Contract" shall mean the date of issue of Letter of Award for the first works contract under the Clusters of the project within the contract period of the selected PEC.
		2.17	"Works Contracts" shall mean contracts awarded package-wise for construction of the Mega Lift Schemes and associated power lines(Supply, Erection and Commissioning) under this Clusters of the project.
		2.18	"Person" Words imparting 'Person' shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.
		2.19	"Other Terms & Expression " Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.
3.	Scope of PEC	3.1	Scope of Work: Note: Please refer to Section-IV for i. The detailed Scope of Works ii. Deliverables by PEC. iii. OWNER's Responsibilities.
4.	Eligibility of the Bidder	4.1 4.2	To establish their eligibility for these Clusters in accordance with agreed minimum Nos. & quality of Manpower as per Section-V, Bidders shall submit their Techno-Commercial Proposal consisting of the following: (a) FORMS (T-1 to T-5) Non-compliance to the above requirement

			even after seeking necessary clarification shall constitute the offer non-responsive.
5.	Documents Comprising the Bid	5.1	<p>The bid shall comprise two envelopes submitted separately but under one cover; one envelope containing the Techno-Commercial Proposal and the other containing the Price Proposal for Appointment of PEC. The envelope containing Techno-Commercial Proposal shall be superscribed as Part-I (Techno-Commercial Proposal) as under:</p> <p>Part-I:</p> <ul style="list-style-type: none"> • Techno-Commercial Proposal: • RfP Ref. No..... • Date & Time of submission Bid Document:..... <p>The envelope containing Price proposal shall be superscribed as Under;</p> <p>Part-II:</p> <ul style="list-style-type: none"> • Price Proposal: • RfP Ref. No..... • Date & Time of submission Bid Document:... <p>Price Proposal for the Clusters shall be submitted in FORM F-1 to F-3 of the RfP document.</p> <p>Both the envelopes properly sealed shall be placed in a common cover which will be superscribed as under;</p> <ul style="list-style-type: none"> • Techno-Commercial & Price Proposals. • Clusters: XI • RfP Ref. No.:..... • Last Date & Time of Bid Submission..... • Name of the Bidder..... <p>The Techno-Commercial Proposal for the Clusters shall be submitted as required under this RfP including Prescribed Format: T-1 to T-5 .</p> <p>The consultant firm(s), whose Techno-Commercial Proposals do not conform to the specified requirements will be rejected as non-responsive Bids.</p> <p>Price Proposals of Techno-Commercially acceptable short listed bidder(s) for the Clusters shall be opened and evaluated.</p>
6.	Cost of Bidding/ Cost of Bidding	6.1	The Bidder shall bear all costs associated with the preparation of the bid and submission of its Bid

	Document/ EMD		for this Clusters, and OWNER shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
	Cost of bidding Document	6.2	The bidder shall pay alongwith the Techno Commercial Bid Rs 10,000/- + 5% VAT (Non Refundable) in shape of Demand Draft of any Nationalised/Scheduled Bank payable to Executive Engineer, Mega Lift Project, Bhubaneswar payable at Bhubaneswar, Odisha.
	EMD/Bid Security	6.3	<p>The bidder shall pay alongwith the Techno Commercial Bid Rs 1,69,000/ - in shape of Fixed Deposit Receipt (FDR) drawn any Nationalised/Scheduled bank pledged in favour of Executive Engineer, Mega Lift Project, Bhubaneswar, Odisha</p> <p>6.3.1 The EMD must be paid in full without concession.</p> <p>6.3.2 The EMD will be retained in the case of successful bidder and will not carry any interest and will be dealt with as provided in the bid.</p> <p>6.3.3 EMD will be refunded to the qualified but unsuccessful bidder promptly after the work is awarded and contract signed.</p> <p>6.3.4 The EMD shall be forfeited</p> <ol style="list-style-type: none"> a. If the Bidder withdraws the Bid during the validity period of Bid. b. In case of successful Bidder, if he fails to submit ISD as specified in instructions to bidder. c. In the case of a successful Bidder, if he fails to sign the Contract for whatever the reason. <p>6.3.5 If required, the Department may request to extend the bid validity period. In such case the validity period of the EMD may be extended by the bidder for a further period as requested by the department if the bidder agrees to extend the validity period of the bid.</p> <p>6.3.6 In case of forfeiture of E.M.D., bidder shall be disqualified and shall not be allowed to bid for further work under</p>

			the department for a period of three years.
7.	Language of Bid	7.1	The Bid, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and OWNER, shall be written in the English.
8.	Alternative Bids	8.1	The Bid shall be submitted strictly as per the tender requirement and as per the prescribed format. Alternative price bids shall be rejected.
9.	Clarification of Bidding document prior to the pre-bid conference	9.1	Bidders may seek clarifications in writing relating to preparation and submission of bids, scope of works, GCC etc. prior to the Pre-bid conference. Such requests will be submitted at least 2 days (excluding the date of Pre-bid meeting) before the date of Pre-bid meeting. Bidders' queries will be discussed in the pre-bid conference. The explanations to the queries and/or addenda to the RfP document shall be issued in writing.
		9.2	No clarification shall be entertained after the pre-bid conference.
10.	Pre-Bid Conference	10.1	A pre-bid conference will be held tentatively on the 16 th day from the date of issue of the RfP in the Conference Hall of the Project Director-cum-Chief Engineer Mega Lift Project for giving clarifications, if any, on the RfP documents. The exact date, time and venue of the pre-bid conference will be intimated to all the bidders in advance.
11.	Amendment of Bidding document	11.1	At any time prior to the deadline for submission of the Bids, OWNER may amend the Bidding Document by issuing addenda.
		11.2	All the clarifications including the clarifications arising out of the Pre-bid conference requiring amendment will be consolidated and shall be hosted on the Owner's website as amendment(s) to the RfP document.
		11.3	OWNER, at its discretion for any reason at its own initiative may add, modify or remove any element of the Services entirely or any part thereof from the bid document till the time of deadline for submission of bid. All bidders will be notified of any such change.
		11.4	In order to provide prospective Bidders reasonable time to take the amendments into account in preparing their bids, OWNER may, at its discretion, extend the last date for the submission of Bids.
		11.5	Any addendum issued shall be part of the Bidding Document and shall be communicated in writing

			to all shortlisted bidders who have obtained the Bidding Document directly from OWNER and/or through OWNER's website.
12.	Currencies of Bid	12.1	Bidders shall express their bid price in Indian Rupees only
13.	Period of Validity of Bids	13.1	Bids shall remain valid for 180 days from the due date of submission of the Bids. A Bid valid for a shorter period shall be rejected by OWNER as non-responsive.
14.	Deadline for Submission of Bids	14.1	Bids must be received by OWNER not later than the date and time, and at the address indicated in the Bid documents.
		14.2	OWNER may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document, in which case all rights and obligations of OWNER and Bidders shall stand for the extended dead line as it stood for the original dead line.
15.	Late Bids	15.1	OWNER shall not consider any Bid that arrives after the deadline for submission of Bids. Any Bid received by OWNER after the deadline for submission of Bids shall be declared late, rejected, and shall be returned unopened to the Bidder.
16.	Withdrawal, Substitution, and Modification of Bids	16.1	No Bid shall be withdrawn, substituted, or modified after the deadline for submission of bids.
17.	Bid opening	17.1	OWNER shall conduct the opening of Techno-Commercial Proposals for each Clusters in the presence of Bidders' representatives who choose to attend, at the address, date and time specified in the Bid Documents.
		17.2	The Price Proposals will remain unopened and will be held in custody of OWNER until the time of opening of the Price Proposals. OWNER shall advise the Techno-Commercially accepted bidders in writing about the date, time, and location of the opening of Price Proposals and invite them or their representative to witness Price Bid opening.
18.	Clarification of Bids subsequent to pre-bid conference	18.1	To assist in the examination, evaluation and comparison of the Bids, OWNER may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by OWNER shall not be considered. OWNER's request for clarification and the response shall be in writing.
19.	Responsive-ness and Evaluation of Techno-Commercial Proposals.	19.1	A substantially responsive Techno-Commercial Proposal is one that conforms to all the terms, conditions, specifications of the Bidding Document without material deviation, reservation, or omission and that agrees to provide services as per the scope of work.

		19.2	All pages of the bid should be signed by the authorised representative of the bidder.
		19.3	The bid should conform to all conditions of bid submission laid down in ITB including full and unconditional compliance of ITB clauses No. 4, 5, 7 ,8,12,13 and 14.
		19.4	Accordingly, OWNER shall determine substantially responsive Techno-Commercial Bids submitted by the bidder for this Clusters.
		19.5	OWNER shall examine the Bids to establish that all terms and conditions specified in the RfP have been accepted by the Bidder without any material deviation or reservation.
		19.6	OWNER shall evaluate the Techno-Commercial aspects of the Bid for this Clusters submitted in accordance with RfP, to establish that all requirements specified in the Scope of Work and quality & quantity of Manpower of the Bidding Document have been met without any material deviation or reservation.
		19.7	If required, OWNER may seek necessary clarification from the bidders relating to their Techno-Commercial Proposal giving a deadline for submission of the clarification.
		19.8	If the clarification is not received by the dead line given above, the Owner shall proceed with the bid evaluation as per the information available.
		19.9	If, after the examination of the terms and conditions and the Techno-Commercial proposal of a bidder, the Owner determines that the Techno-Commercial Proposal for this Clusters is not substantially responsive in accordance with the requirement and compliances of the RfP document, it shall reject the concerned Bid as non-responsive.
20.	Bid Price	20.1	<p>The bidder shall offer the bid price for this Clusters as per the FORMAT in Section-VI.</p> <p>If there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail.</p>
		20.2	Except as provided in sub-clauses herein above, OWNER shall reject the Price Proposal if the same contains any other computational or arithmetic

			discrepancy or error.
21.	Communication of Price Bid Opening	21.1	All the Techno-Commercially acceptable bidder(s) shall be communicated of the date, time & venue of the Price bid opening at least 07 days in advance.
22.	Comparison & Evaluation of Price Bids	22.1 22.2	OWNER shall evaluate Prices for the Clusters of those bids which are Techno-Commercially determined to be substantially responsive and acceptable. To evaluate the Prices of Techno-Commercially accepted bids, OWNER shall consider the price proposal submitted for this Clusters by the bidders as per the prescribed format at Section-VI.
23.	OWNER 's Right to Accept Any Bid, and to Reject Any or All Bids	23.1	OWNER reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without assigning any reason and without incurring any liability to the Bidders.
24.	Award Criteria	24.1	The Owner shall award the Contract to the lowest evaluated responsive bidder(L-I), provided the price quoted is held to be reasonable.
25.	Award of Contract	25.1 25.2 25.3	Prior to the expiration of the period of bid validity, OWNER shall notify the successful Bidder, in writing through a letter of award, that its Bid has been accepted for award of contract. Until a formal Contract is prepared and executed, the Letter of Award shall constitute a binding Contract. Within 07 days of LOA, the PEC shall sign, date, and return the LOA copy to the Owner as acknowledgement.
26.	Signing of Contract	26.1	Within 30 days of award of LOA, the PEC shall sign the contract documents in non-judicial stamp paper subject to fulfillment of the following conditions and send it back to OWNER. The conditions are; i. Submission of CPBG: Within 30 days of the receipt of letter of award from OWNER, the successful Bidder shall furnish the Contract Performance Bank Guarantee @10% of the Contract Price in accordance with the GCC, using the Contract Performance Bank Guarantee Form in Appendix. Failure of the successful Bidder to submit the above-mentioned Contract Performance Bank Guarantee or sign the Contract shall constitute sufficient grounds for the annulment of the award. In that event OWNER may award the Contract to the next lowest evaluated Bidder

			whose offer is substantially responsive and is determined by OWNER to be Techno-Commercially qualified to perform the Contract satisfactorily.
27.	Local Conditions	27.1	It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. OWNER shall not entertain any request for clarifications from the bidders, regarding such local conditions. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the contract awarded, on account of local condition, will be entertained by OWNER. Neither any change in the time schedule of the contract shall be permitted by OWNER.
28.	Disclaimer	28.1	<p>This Request For Proposal (RfP) has been prepared by OWNER for selection of Proof Engineering Consultant (PEC) for construction of Mega Lift Schemes in two clusters with 33/6.6/0.415 kV sub-stations with associated lines within the State of Odisha.</p> <p>Though adequate care has been taken while preparing the RfP documents, the Bidder shall satisfy himself that document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately for discussion and resolution in pre-bid conference, after the pre-bid conference the bid document taking in to account amendment if any arising out of the pre-bid conference will be assumed to be complete in all respects unless an intimation is received to the contrary from the bidder.</p> <p>While this RfP has been prepared in good faith, the OWNER does not make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omission herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP, even if any loss or damage is caused by any act or omission on their part.</p> <p>All information submitted in response to RfP shall become the property of OWNER and OWNER does not accept any responsibility for maintaining the confidentiality of the material submitted or any trade secrets or proprietary data contained therein.</p>

			In submitting a proposal in response to the RfP, each bidder certifies that it understands, accepts and agrees to the disclaimers on this page. Nothing contained in any other provision of the RfP not any statements made orally or in writing by any person or party shall have the effect of negating or superseding of the disclaimers set forth on this page.
29.	Time period of Contract:	29.1	<p>The time period for completion of the contract is 30 months from the effective date of the contract assuming 06 months for vetting of Detailed Engineering works of the clusters of the EPC contractor and balance time towards reengineering works required during the execution phase of the works</p> <p>PEC is required to establish their Offices in Bhubaneswar within one month of the issue of the LOA.</p> <p>Time is the essence of the Contract; PEC shall endeavor to complete the contract within the contractual period by all means.</p> <p>However, under unforeseen circumstances for reasons not attributable to PEC, OWNER reserve the right to extend the contract period.</p>
30.	Confidentiality	30.1 30.2	<p>Information relating to the examination, evaluation, comparison of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.</p> <p>Any attempt by a Bidder to influence OWNER in the examination, evaluation, comparison of the Bids or Contract award decisions may result in the rejection of its Bid.</p>
31.	Date , Time & Place of Pre-Bid Conference	31.1	<p>Date.: & Time Place: Project Director –cum- Chief Engineer, PMU, Mega Lift Project, Central Minor Irrigation Circle Building, A 8/2, Bhoi Nagar, Bhubaneswar-751022</p>
32.	Last Date , Time & Address of submission of Bid	32.1	<p>Date.: 21.01.2016 & Time.: up to 05:00 PM Address: Project Director –cum- Chief Engineer, PMU, Mega Lift Project, Central Minor Irrigation Circle Building, A 8/2, Bhoi Nagar, Bhubaneswar-751022 Phone: 0674 - 2567252</p>
33.	Date ,Time & Place of Opening of the 1 st part (Techno-commercial) Bid	33.1	<p>Date.: 22.01.2016 & Time: 11:30 AM Place: Project Director –cum- Chief Engineer, PMU, Mega Lift Project, Central Minor Irrigation Circle Building, A 8/2, Bhoi Nagar, Bhubaneswar-751022</p>

SECTION – III

GENERAL CONDITIONS OF CONTRACT

Section- III:
General Conditions of Contract

1.Appointment	1.1	OWNER shall appoint the PEC to carry out the scope of services as mentioned at Section-IV. The PEC shall not: (a) represent itself or allow itself to be represented as an employee or agent of an employee of OWNER; or (b) by virtue of the Contract be an employee or become an agent of an employee of OWNER.
2. Scope of Work :	2.1	The Services to be provided are broadly specified in the detailed Scope of Work (Section-IV). However, the PEC should be diligent in deployment of their manpower & sources in line with site & project requirement to ensure economy in cost.
	2.2	Unless otherwise stipulated in the Contract, the Scope of Work shall also include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of Services as if such items were expressly mentioned in the Contract.
3. Definitions:	3.1	The definitions have been as specified in Instructions to Bidders(ITB)
4. Contract Documents	4.1	Subject to the order of precedence set forth in the Contract, all documents "GCC, Techno-Commercial Bid & Price Bid submitted by the Bidder, Letter of Award(LOA)" including amendments thereto, if any, issued by the Owner forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
5.Interpretation	5.1	In this Contract unless a contrary intention is evident: a) the clause headings are for convenient reference only and do not form part of this Contract; b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses; c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time; d) a word in the singular includes the plural and a word in the plural includes

		<p>the singular;</p> <p>e) a word importing a gender includes any other gender;</p> <p>f) a reference to a person includes a partnership and a body corporate;</p> <p>g) a reference to legalization includes legalization repealing, replacing or amending that legalization;</p> <p>h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.</p> <p>i) in the event of an inconsistency between the terms of this Contract and the Bid document and the proposal, the terms of this contract hereof shall prevail.</p> <p>Entire Contract: The Contract constitutes the entire contract between OWNER and the PEC and supersedes all communications, negotiations and contracts (whether written or oral) of parties with respect thereto made prior to the date of Contract relating to this contract.</p> <p>Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p> <p>Non-waiver : Subject to GCC, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>5.2</p> <p>5.3</p> <p>5.4</p> <p>5.5</p>
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		Severability of any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
6. Language	6.1	The Contract as well as all correspondence and documents relating to the Contract exchanged by the PEC and OWNER, shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
	6.2	The Bidder shall bear all costs of translation to English and all risks of the accuracy of such translation.
7. Corrupt Practices	7.1	OWNER requires PECs to observe the highest standard of ethics during the execution of such contracts. (a) The following definitions apply: "corrupt practice" means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract; "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the OWNER, designed to influence the action of any party in a procurement process or the execution of a contract; "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

		(b) OWNER will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
8. Contract Performance Bank Guarantee	8.1	The PEC shall, within thirty (30) days of the receipt of Letter of Award, provide a Contract Performance Bank Guarantee for an amount equivalent to 10% of the Contract Price towards satisfactory performance of the Contract valid for 33 months (30 months contract period plus 3 months) confirmed by Bhubaneswar branch of the issuing bank to be encashable at Bhubaneswar.
	8.2	In the event PEC commits any delay in execution of its contract or defaults in satisfactory execution of contract or there is any breach of contract and the delay/default/breach continues further even after expiry of 15 days intimation to that effect, OWNER shall reserve the right to invoke the Contract Performance Bank Guarantee and appropriate the amount secured there under.
	8.3	The Contract Performance Bank Guarantee shall be denominated in the Indian rupees.
	8.4	If the contract period of PEC gets extended due to any reason, PEC shall furnish the extended Contract Performance Bank Guarantee for such extension period.
	8.5	The Contract Performance Guarantee shall be discharged by OWNER and returned to the PEC not later than Fifteen (15) days following the date of completion of the PEC's performance obligations under the Contract.
9. Contract Price	9.1	The Contract Price shall be FIRM and fixed during the tenure of Contract in accordance with the Price Proposal annexed as Section-VI (enclosed)
	9.2	However, based on reasons not attributable to the PEC if time is extended the actual value of the contract may vary.

	9.3	The PEC will be submitting to the Engineer-in-Charge, variation of price with proper analysis for such variation beyond the time period for approval of Government. The decision of Government shall remain final and binding.
	9.4	The contract price shall be inclusive of all Costs, Expenses, Overheads and Taxes & Duties (Excluding Service Tax).
	9.5	The Price for the additional assignment / deliverables over and above the defined scope of work, if any, shall be decided mutually between OWNER & PEC as per standard practices of OWNER.
10. Terms of Payment	10.1	<p>A. Payment towards Proof Engineering Services</p> <p>1. Inception cost for establishment of the Technical Assistance Unit:</p> <p>The inception cost 5% (Five percent) of Contract Price shall be paid subject to the following;</p> <ul style="list-style-type: none"> (a) Submission and acceptance of unconditional irrevocable Contract Performance Bank Guarantee @10% of the Contract Price issued in favor of OWNER as per the Format enclosed. (b) Submission of Invoice in triplicate. (c) Establishment of the TAU duly certified by PEC and passed by the Engineer-in-Charge. <p>2. Monthly Payment towards Proof Engineering Services (Form F-3)</p> <ul style="list-style-type: none"> (a) 80% (Eighty Percent) of the Proof Engineering Consultancy Services as per the agreed Price proposal along with corresponding taxes & duties shall be released on submission of Invoice in Triplicate and against certificate by PEC duly passed by Engineer in Charge.

		<p>B. Final Payment:</p> <p>Balance 15% (Fifteen percent) of Proof Engineering Services charges along with corresponding taxes and duties subject to completion of all works, testing & commissioning and clearance certificates obtained from electrical inspectorate and Engineer in Charge that LI Schemes are fully ready for operation and satisfactory performance envisaged under the scope of work.</p>
11. Taxes and Duties	11.1	The prices quoted by the PEC shall be inclusive of all Costs, Expenses, Overheads and Taxes & Duties (Excluding Service Tax) for the entire scope of PEC specified under Section-IV.
	11.2	However, Service tax shall be paid extra as per the prevailing rate. The liability of service tax will be to the respective accounts as per the existing provisions.
	11.3	TDS as applicable shall be deducted from payment to the PECs while releasing the payment.
12. Statutory Obligation	12.1	The PEC shall ensure that the statutory obligation have been fully complied under the contract with them.
13. Sub-contracting	13.1	Sub Contracting is not allowed under the contract.
14. Disclosure of Information	14.1	<p>The PEC shall –</p> <p>(a) keep all Records and other information in a secure location so that no un-authorized person is able to gain access to them; and</p> <p>(b) ensure Records are kept confidential and are not disclosed to any person other than the OWNER and the Project Director except where –</p> <p>(i) required by law; or</p> <p>(ii) the OWNER’s Consent is obtained.</p>

<p>15. Liability/ Indemnity</p>	<p>15.1</p>	<p>The PEC hereby agrees to indemnify OWNER, for all conditions and situations mentioned in this clause, in a form and manner acceptable to OWNER. The PEC agrees to indemnify OWNER and its officers, servants, agents (“OWNER Indemnified Persons”) from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:</p> <ul style="list-style-type: none"> i. any negligence or wrongful act or omission by the PEC or its agents or employees or any third party associated with PEC in connection with or incidental to this Contract; or ii. any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied Goods and Related Services or any part thereof.
	<p>15.2</p>	<p>The PEC shall also indemnify OWNER against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movab or immovable as mentioned in any Intellectual Property Rights, licenses and permits.</p>
	<p>15.3</p>	<p>Without limiting the generality of the provisions of this article 15.1 and 15.2, the PEC shall fully indemnify, hold harmless and defend OWNER Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which OWNER Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any Goods, Related Services, information, design or process supplied or used by the PEC in performing the PEC’s obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the PEC shall make every reasonable effort, by giving</p>

		<p>a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Goods or Related Services, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the PEC shall promptly make every reasonable effort to secure for OWNER a license, at no cost to OWNER, emphasize continued use of the infringing work. If the PEC is unable to secure such license within a reasonable time, the PEC shall, at its own expense, and without impairing the specifications and standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.</p> <p>15.4 Survival on termination.</p> <p>The provisions of this Clause shall survive Termination.</p> <p>15.5 Defense of Claims:</p> <p>15.5.1 If any proceedings are brought or any claim is made against OWNER arising out of the matters referred to Arbitrator. OWNER shall promptly give the PEC a notice thereof, and the PEC may at its own expense and in OWNER’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>15.5.2 If the PEC fails to notify OWNER within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then OWNER shall be free to conduct the same on its own behalf.</p> <p>15.5.3 OWNER shall, at the PEC’s request, afford all available assistance to the PEC in conducting such proceedings or claim, and shall be reimbursed by the PEC for all reasonable expenses incurred in so doing.</p>
<p>16. Limitation of Liability</p>	<p>16.1</p>	<p>Except in cases of gross negligence or willful misconduct :</p> <p>a) neither party shall be liable to the other party for any indirect or consequential</p>

		<p>loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the PEC to pay liquidated damages to OWNER; and</p> <p>b) the aggregate liability of the PEC to OWNER, whether under the Contract, in tort, or otherwise, shall not exceed the Contract Price provided that this limitation shall not apply to any obligation of the PEC to indemnify OWNER with respect to patent infringement.</p>
<p>17. Settlement of Disputes & Arbitration:</p>	<p>17.1</p> <p>17.2</p> <p>17.3</p> <p>17.4</p>	<p>Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.</p> <p>If any dispute or difference of any kind, whatsoever, shall arise between the Owner and the PEC arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Project Director, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the owner and the PEC.</p> <p>Save as hereinafter provided, such decision in respect of every matters so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the PEC who shall proceed with the Works with all due diligence, whether he or the Owner requires arbitration as hereinafter provided or not.</p> <p>If after the Project Director has given written notice of his decision to the parties and no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.</p> <p>In the event of the Project Director failing to</p>

	17.5	<p>notify his decision as aforesaid within thirty (30) days after being requested as aforesaid, or in the event of either the Owner or the PEC being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty days, as the case may be, either party may require that the matters in dispute be referred to arbitration as hereinafter provided.</p>
	17.6	<p>All disputes or differences in respect of which the decision, if any, of the Project Director has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.</p>
	17.7	<p>The arbitration shall be conducted by three arbitrators, one each to be nominated by the PEC and the Owner and the third to be appointed as an presiding arbitrator by both the arbitrators in accordance with the Arbitration & Conciliation Act-1996. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration. In case of failure of the two Arbitrator appointed by the parties to reach upon consensus within a period of 30 days from the appointment of Arbitrators subsequently appointed, then, upon the request of either or both parties, the presiding Arbitrator shall be appointed by Secretary, Department of Water Resources.</p>
	17.8	<p>The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act-1996 or any statutory modification thereof. The venue of arbitration shall be Bhubaneswar.</p>
	17.9	<p>The decision of the majority of the arbitrators shall be final and binding upon the parties. The arbitrators may, from time to time with the consent of all the parties extend the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any</p>

	17.10	<p>reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.</p> <p>The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation of the Project Director in accordance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put before the Project Director for the purpose of obtaining the said decision.</p>
	17.11	<p>No decision given by the Project Director in accordance with the foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.</p>
	17.12	<p>During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.</p>
	17.13	<p>Fees and expenses of all the arbitrator shall be shared equally by both the parties unless decided otherwise in the Arbitration Award.</p>
18. Governing Law	18.1	<p>The Contract shall be governed by and interpreted in accordance with the laws of India. The jurisdiction of the Courts of law shall be High Court of Orissa, Cuttack.</p>
19. Change in Laws and Regulations	19.1	<p>Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of OWNER's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Works Schedule, then such Scheduled Date shall be correspondingly increased or decreased, to the extent that the PEC has thereby been affected in the performance of any of its obligations under the Contract.</p>

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

	21.3	<p>OWNER’s Change Order. No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.</p>
22. Default of the PEC	<p>22.1</p> <p>22.2</p> <p>22.3</p> <p>22.4</p>	<p>If the PEC –</p> <ul style="list-style-type: none"> (a) fails to observe or perform any of its obligations pursuant to the Contract; (b) fails to comply with a direction of the Project Director given in accordance with the provisions of the Contract; (c) assigns the Contract or any of its benefits or purports to assign, subcontract or otherwise divest itself of any of its obligations under the Contract without the Principal’s Consent; (d) enters into any arrangement or proceedings for the purpose of insolvency administration or is placed under official management; or (e) abandons or refuses to proceed with the Consultancy Services; (f) creates a conflict of interest under these Conditions of Contract, (g) fails to deliver to the OWNER any as-constructed documentation as specified in the Scope Of Work, <p>The OWNER may suspend payment under the Contract and shall notify the PEC in writing specifying the reason for the notice and requiring the PEC to show cause within thirty (30) days from the giving of such notice why the appointment of the Consultant should not be terminated.</p> <p>If the PEC fails to show cause within the period specified in the notice to the satisfaction of the OWNER, the OWNER may without prejudice to any other rights, terminate the appointment of the PEC by notice to the PEC by the date specified in the notice.</p> <p>On termination of the appointment of the PEC pursuant to this Clause, all money which has been paid and all money to be paid for work done to the date of termination shall be in full and final satisfaction of all claims by the PEC under</p>

		the Contract.
23. Default of the OWNER	23.1	If the OWNER commits a substantial breach of the Contract, the PEC may give the OWNER a notice to show cause within twenty eight (28) days why the Consultancy Services should not be terminated.
	23.2	If by the time specified in a notice under clause 23.1 the OWNER fails to show reasonable cause why the Consultant should not exercise a right referred to in Clause 23.1, the Consultant may by notice suspend the whole or any part of the Consultancy Services.
	23.3	The PEC shall lift the suspension if the OWNER remedies the breach. If within 28 days after the suspension under Clause 23.2 the OWNER fails to remedy the breach the PEC may by notice to the OWNER terminate the Contract.
	23.4	The PEC shall be entitled to recover from the OWNER any direct costs incurred by it as a direct result of the termination.
24. Termination	24.1	<p>Termination for Default:</p> <ul style="list-style-type: none"> a. Owner may, without prejudice to any other remedy for breach of Contract, by giving one month's notice of default to the PEC, b. terminate the Contract in whole or in part: <ul style="list-style-type: none"> (i) if the PEC fails to deliver any or all of the Services within the period specified in the Contract, or within any extension thereof granted by OWNER pursuant to GCC; or (ii) if the PEC, in the judgment of OWNER has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC, in competing for or in executing the Contract; or (iii) if, any representation made by the bidder in the proposal is found to be false or misleading; or (iv) if the PEC commits any breach of the

		<p>Contract and fails to remedy or rectify the same within the period of four weeks (or such longer period as OWNER in its absolute discretion decide) provided in a notice in this behalf from OWNER.</p> <p>i. In the event OWNER terminates the Contract in whole or in part, pursuant to GCC , OWNER may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered or not performed, and the PEC shall be liable to OWNER for any additional costs for such Services. However, the PEC shall continue performance of the Contract to the extent not terminated.</p> <p>24.2 Termination for Insolvency: OWNER may at any time terminate the Contract by giving Notice to the PEC if the PEC becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the PEC, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to OWNER.</p> <p>24.3 Termination for Convenience: 24.3.1 OWNER, by Notice sent to the PEC, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for OWNER’s convenience, the extent to which performance of the PEC under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>24.4 Consequences of Termination: Upon Termination of the Contract, the PEC shall:</p> <ul style="list-style-type: none"> (i) Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the OWNER (ii) The OWNER with designated team will review and approve the Exit plan. In case of discontract, OWNER shall provide an exit plan to the PEC to which PEC will abide by.
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		(iii) The PEC and designated officer from OWNER will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.
25. Assignment	25.1	The PEC shall not assign, in whole or in part, their obligations under this Contract.
26. Confidential Information	26.1	Both parties undertake to each other to keep confidential all information (written as well as oral) concerning the business and affairs of the other, which has been obtained or received as a result of the discussion leading upto or the entering of the contract.
	26.2	After the entering of the contract OWNER and the PEC shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the PEC may furnish to its Sub-contractor such documents, data, and other information it receives from OWNER to the extent required for the Sub-contractor to perform its work under the contract, in which event the PEC shall obtain from such sub-contractor an undertaking of confidentiality similar to that imposed on the PEC under this Clause.
	26.3	OWNER shall not use such documents, data, and other information received from the PEC for any purposes unrelated to the Contract. Similarly, the PEC shall not use such documents, data, and other information received from OWNER for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
	26.4	The obligation of a party under GCC Sub-Clauses 26.1 and 26.2 above, however, shall not apply to information that: 26.4.1 OWNER or PEC need to share with the institutions participating in the financing of

		<p>the Contract;</p> <p>26.4.2 now or hereafter enters the public domain through no fault of that party;</p> <p>26.4.3 can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or</p> <p>26.4.4 Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality</p> <p>The above provisions of GCC shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</p> <p>26.5 Each of the parties to this contract, undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of the above clauses by it's employees, agents and sub-contractors. The provisions of GCC Clause 26 shall survive completion or termination, for whatever reason, of the Contract.</p>
27. Public Disclosure	<p>27.1</p> <p>27.2</p>	<p>All services provided to OWNER by bidder are subject to Country public disclosure laws such as RTI etc.</p> <p>The PEC shall not make or permit to be made public announcement or media release about any aspect of this Contract unless OWNER first gives the PEC its written consent.</p>
28. Review of Performance	28.1	A designated team / person from OWNER may review the performance of PEC against the PEC at any time. The review / audit report will form basis of any action relating to imposing liquidated damage on or breach of contract of the PEC.

<p>29. Adherence to safety procedures, rules, regulations and restriction</p>	<p>29.1 29.2 29.3 29.4 29.5</p>	<p>PEC shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by OWNER shall be applicable in the performance of this Contract and Vendor's Team shall abide by these laws.</p> <p>The PEC shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. PEC's Team shall adhere to all security requirement/regulations of OWNER during the execution of the work. OWNER's employee also shall comply with safety procedures/policy.</p> <p>The PEC shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.</p> <p>OWNER will be indemnified for all the situations mentioned in this clause in the similar way as defined in GCC.</p> <p>The employees engaged by the PEC will be guided by OWNER leave rule.</p>
<p>30. Non-Solicitation of Staff</p>	<p>30.1</p>	<p>For the purpose of this contract, both parties to this contract agree, not to solicit either directly or indirectly with a view to provide or offer employment to, offer to contract with or entice a staff member of the other party to leave without the consent of the other during the term of this contract and for an additional period of 180 days after termination.</p>
<p>31. Intellectual Property</p>	<p>31.1</p>	<p>OWNER shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all Source code, Object code, records, reports, designs, application configurations, data and written material, products, specifications, reports, drawings and other documents which have been newly created and developed by the PEC solely during the</p>

	<p>31.2</p> <p>31.3</p>	<p>performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The PEC undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to OWNER and execute all such contracts/ documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of OWNER. To the extent that Intellectual Property Rights are unable by law to so vest, the PEC assigns those Intellectual Property Rights to OWNER on creation.</p> <p>The PEC shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the PEC shall keep OWNER indemnified against all costs, expenses and liabilities what so ever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the PEC or its personnel during the course of performance of the Related Services. In case of any infringement by the PEC, the PEC shall have sole control of the defense and all related settlement negotiations.</p> <p>Subject to sub-clauses 31.1 to 31.2, the PEC shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the PEC that existed before the effective date of the contract.</p>
<p>32. Survival</p>	<p>32.1</p>	<p>The clauses of this contract, which by nature are intended to survive termination of this contract, shall remain in effect after such termination.</p>
<p>33. Conflict of Interest</p>	<p>33.1</p>	<p>The PEC warrants that, to the best of its knowledge, information and belief, at the date of submitting its Proposal, no conflict of interest exists or is likely to arise in the</p>

		<p>performance of its obligations under the Contract. If during the currency of the Contract, a conflict or risk of conflict of interest arises (without limitation, because of work undertaken for any person other than the OWNER) the PEC undertakes to notify the Project Director immediately in writing, of that conflict of interest.</p> <p>33.2 The PEC shall take all reasonable measures to ensure that its employees, agents and subcontractors do not, during the currency of the Contract, engage in any activity or obtain any interest which is in conflict with providing the Consultancy Services to the OWNER fairly and independently. Any such activity must be disclosed in writing to the Project Director immediately.</p> <p>33.3 Where the Project Director receives a notice of conflict of interest under Clause 33.1 or 33.2, the OWNER may proceed under clause 33 of the Contract, to terminate the Contract.</p> <p>33.4 The PEC shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the OWNER under the contract. It should be the requirement of the consultancy contract that the consultants should provide professional, objective and impartial advice and at all times hold the OWNER's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. PEC shall not be hired for any assignment that would be in conflict with their prior or current obligations to other OWNERS, or that may place them in a position of being unable to carry out the assignment in the best interest of the Owner.</p>
34. Conflict among assignments	34.1	Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare

		engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting a OWNER in the privatization on public assets shall neither purchase nor advise purchasers of, such assets.
35. Professional Liability.	35.1	The PEC is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. As the PEC's liability to the employer will be governed by the applicable law, the contract need not deal with this matter unless the parties wish to limit this liability. If they do so, they should ensure that (a) there must be no such limitation in case of the consultant's gross negligence or willful misconduct; (b) the consultant's liability to the Owner may in no case be limited to less than the total payments expected to be made under the consultant's contract, or the proceeds the PEC is entitled to receive under its insurance, whichever is higher; and (c) any such limitation may deal only with the PEC's liability toward the employer and not with the PEC's liability toward third parties.
36. Staff Appointment / Substitution.	36.1	PEC shall ensure to appoint its personnel from the names of Key Staff proposed in techno-commercial proposal, as per the requirement in consultation with Project Director of the OWNER.
	36.2	In the event, the required Key Staff is not appointed, the OWNER shall notify PEC on the failure of the PEC to make necessary appointments and PEC shall appoint such Staff /personnel within one month of such notice.
	36.3	During an assignment, if substitution is necessary (because of ill health or because a staff member proves to be unsuitable, or the Staff member is no longer working with the consultant), the PEC shall propose other staff of at least the same level of qualifications for approval by the Owner.
	36.4	Such appointment/substitution shall be made within a month's time failing which the OWNER shall either hold up the payment or

		seek other remedies under the contract.
37. Cessation of Responsibility	37.1	All responsibilities of PEC under this CONTRACT shall be deemed to have been discharged. Upon expiry of defect liability period of works contracts of all packages within this Clusters.
	37.2	OWNER responsibilities shall be deemed to have been satisfied on acceptance of PEC's SERVICES and payments by OWNER to PEC of all amounts due and payable under the CONTRACT.
38. Changes and additions in Consultant's scope of works	38.1	OWNER shall have the right to request PEC in writing to make any changes, modifications, deletions and/or additions to PEC 's scope of works. PEC shall review such written requests and if such changes and additions would jeopardize fulfillment of any of PEC 's obligations under this CONTRACT, PEC will not be obliged to make such changes or withhold any part of the works pursuant to such changes and/or additions contemplated by OWNER. Otherwise, PEC will work out the estimate of price and time adjustment on account of such changes, modifications, deletion and/or additions sought by OWNER and the same shall be mutually agreed. Unless PEC receives written authority from OWNER on variation in prices and time schedule, PEC will not be obliged to proceed with any such variation in the scope of works.
39. Notices	39.1	All notices and other communications under this contract must be in writing, and must either be mailed by registered mail with acknowledgement due or hand delivered with proof of it having been received.
	39.2	If mailed, all notices will be considered as delivered after 7 days, of the notice having been mailed. If hand delivered, all notices will be considered, when received by the party to whom the notice is meant and sent for.
	39.3	All notices under this contract shall be sent to or delivered at the address as specified by the parties.

	39.4	A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
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SECTION – IV

SCOPE OF WORK

Section-IV

SCOPE OF WORK OF THE PEC CONSULTANT

SCOPE OF WORK AND SERVICES

1.0 GENERAL SCOPE OF WORK

The strategy developed for Implementation of the Mega Lift Projects in the state of Odisha is through Engineering Procurement & Construction method of contract on a Lumpsum /Turn Key basis. For this Lift Irrigation Schemes of 500 Ha to 2000 Ha size of CCA have been identified and clubbed together in clusters. Likewise 174 nos of such schemes throughout the state have been identified in 15 nos of Clusters.

EPC contract for Cluster No. I signed by the Owner with the EPC Contractor shall be the basis for the Detailed Engineering, Procurement & Construction works to be performed for successful commissioning of all individual schemes of the cluster and Operate and maintain for five years and handover the Schemes to the owner thereafter.

The Institutional arrangement for implementation is as follows.

- A. Project Management Unit (PMU) headed by Project Director -cum- Chief Engineer at State Head Quarters, Bhubaneswar
 - a. The PMU will be supported by core staffing for the Planning, Design, M&E and other activities. It is envisaged to engage Proof Engineering Consultant for Vetting of all Engineering works of the contract submitted by the EPC contractor. The vetted Planning, Design and Drawings will be processed through the Designs Cell of the PMU for obtaining approval of the Chief Engineer and issued to EPC contractor for the Procurement and Construction.
 - b. A Project Management Consultant will also be engaged to support the field Engineering Units for the Procurement & Construction Supervision, QC & QA of the works performed as per the approved planning, design and working drawings.
 - c. A Third Party Inspection Agency will also be engaged for the Quality Assurance and acceptance tests of all incoming materials.

2.0 Appreciation and approach of Proof Engineering Consultancy

The Proof Engineering Consultant will assist the Project Director –cum- Chief Engineer office through its PMU to approve all technical proposal submitted by EPC contractor from the Planning and General Layout documents prepared after the detailed Survey and Investigation to working drawings. This would involve different phases and components. As per the Engineering Procurement and Construction (EPC) scope of work the first

and foremost activity to be carried out by the Agency is Engineering as per the agreed work plan.

Phases in Engineering :

- i. Design Memorandum & Design basis report
- ii. Survey investigation and planning
- iii. Basic Engineering of each components
- iv. Detail design for each components
- v. Working drawings for each components

The PEC will have to undertake the above listed multi disciplinary work in systematic and concurrent manner by involvement of multiple disciplinary engineers, subject specialists, and support staff for performing the Vetting works efficiently and timely for Procurement and construction activities of the EPC contractor is not delayed.

Also during the course of execution certain changes due to site conditions and surprises would also be necessary hence periodic intervention subsequent to finalization of working drawings is also envisaged.

3.0 Brief Description of the scope of work;

1. Under the EPC contract, the responsibility of planning, designing, construction, supply, erection, commissioning, operation and maintenance rests with the EPC contractor.
2. As per the agreed schedule of the contract, the contractor shall submit the plans, designs, drawings, estimates etc to the client.
3. As proof engineering consultant to the client, PEC shall be responsible to check all plans, designs, estimates submitted by the contractor.
4. PEC shall critically evaluate all the designs etc submitted by the contractor in accordance with the terms and conditions of the tender and report to the client about its conformance with the same.
5. In case there are any deviations from the set criteria, the same shall be commented to the client and the contractor shall be asked to revise the particular design/drawing document.

Specifically, the proof engineering consultant shall:

1. Prepare a detail list of design & drawings to be submitted for each stage
2. Prepare a document submittal and approval schedule for timely submission & approval of the same
3. Approve the Memorandum for Planning and Design including design Basis for the project
4. Check the periodically submission of survey and planning drawings as the surveys and setting out work progresses.

5. Actively Monitor, Review, scrutinize and approve the design and construction drawings submitted by the contractor
6. Extent of compliance with the technical requirements of the contract and the approved Planning & Design Memorandum
7. Review and approve the as built drawings submitted by the contractor.
8. Resolve any issue regarding the design during the execution phase
9. Be a focal point of coordination between the design team, EPC contractor and the Client.

This process shall be made till all the designs are fully approved the consultant and client in a systematic and timely manner.

The scope of Proof Engineering Consultancy services of the Consultant shall broadly comprise of the following:

4.0 BASIC ENGINEERING

Collection at its own cost of all necessary data and information, Codes, Manuals, software and hardwares as required for reviewing the EPC contractor's planning, design, detailed engineering, working drawings, including specifications and schedules of all procurements of the Lift Irrigation schemes.

The Basic Engineering shall comprise mainly but not limited to the following:

- a) General arrangement layouts and drawings of each LI scheme
- b) Specifications of equipments and machinery
- c) Electrical Power System connectivity & control equipments
- d) Engineering flow and logic diagrams for utilities
- e) Piping and Instrumentation diagrams
- f) Electrical single line diagrams
- g) Instrumentation and interlock basic diagrams
- h) Integration of each LI schemes in the cluster for better O&M management

5.0 DETAILED ENGINEERING

The detailed engineering under various engineering disciplines will comprise generally but not limited to the following activities. The PEC will examine the EPC contract documents and adhere to it and best Engineering Practices for successful implementation, Operation & Maintenance of the schemes with optimal energy consumption.

Lift Irrigation Scheme Planning & Design

- i. Each Lift Irrigation Scheme in the cluster is to be planned independently for the purpose of providing irrigation to the designated command area equitably and efficiently on 20 Ha chak.

- ii. The lift irrigation schemes should be planned in a manner it is suitably connected to the dedicated power system of the local grid for providing quality and reliable power with optimal energy consumption
- iii. Pumping unit planning and design of with electro mechanical equipments, pressure mains, Delivery Chambers and gravity pipeline net work related ancillary structures etc for effective irrigation water supply.

Review and Vetting

Review and Vetting of all the Engineering Planning and Design of all works, procurements as generally detailed below but not limited to.

Civil and Structural Engineering

- i. Review of the contractor's Overall Plans and Detailed drawings and vet the planning and design reports to the employer for approval.
- ii. Assess the requirements of civil and structural safety of all works including pipelines for lifting of water and the pipeline distribution network during the flood season and also perform throughout the year for the purpose of Lift irrigation.
- iii. Checking the condition of the foundations and modification needed thereof taking into consideration the site limitations and conditions
- iv. Designing of safe intake wells, pump houses river protection works
- v. Ensure Safe foundation designs and drawings etc.
- vi. Checking and approval of contractor's specifications, data and drawings.
- vii. Checking the adequacy of all structures adhering to safety norms
- viii. Checking of specifications, scope, drawings, bill of quantities for all items of civil, structural, and architectural works.
- ix. Arranging & furnishing of documents for obtaining approvals from State/Central Government and Statutory bodies.

Mechanical Engineering (Including Piping)

- i. Reviewing & recommending design criteria for major specifications, codes and standards to be followed, assumptions and results of technical computations for selection and design of equipment system.
- ii. Reviewing & recommending the Development and preparation of all general arrangement and equipment layout drawings.
- iii. Preparation of specification, scope, drawings, bill of materials for various systems/modules involving mechanical equipment, piping, insulation, painting works, tender evaluation and making recommendations
- iv. Checking and approval of stress analysis, hydraulic analysis of the equipments, pipelines and contractor's specifications, data document and drawings.
- v. Preparation of specification for erection work and making recommendations as per contract clauses.

- vi. Arranging & furnishing of documents for obtaining approvals from State/Central Government and Statutory bodies, etc as per the safety, environment and statutory needs.
- vii. Designing, Engineering and detailing of utility systems covering water, air, etc.
- viii. Checking of design and specs for procurement of pumps, motors, pipelines, cables, panels, control equipments etc.
- ix. Checking and vetting of contractor's data and drawings for procurement of all incoming materials.

Electrical Engineering

- i. Review & recommend contractor's Electrical basic design.
- ii. Review & recommend contractor's Single line drawings for various systems/modules.
- iii. Furnishing design criteria for major specification, identifying codes and standards to be followed, assumptions and results of technical computations for selection and design of equipment system.
- iv. Review & recommend contractor's Preparation of General arrangement drawings, schematic electrical & instrumentation drawings, power and control circuit interconnection & termination schemes, power/control/instrumentation cable & cable tray routing plans, insulation & relay coordination and other hook up drawings with the driven equipments & the complete electrical system with the PLC system.
- v. Review the adequacy contractor's design of the feeder, power transformer, drives, motor drawings & their suitability for equipments and furnish recommendations.
- vi. Review & recommend contractor's selection & design of equipments, panels and their control systems should be done keeping in view of higher energy efficiency as well as the effective functional requirements using of state of art & proven technologies, maintainability and redundancy at all levels i.e. power distribution, control, instrumentation & signalling systems.
- vii. Review & recommend contractor's specifications of electrical works and other works like steel fabrication, mechanical and civil nature of jobs associated with electrical equipments.
- viii. Review & recommend contractor's Layout drawings for electrical power distribution system, area lighting, lighting protection, grounding, communication etc.
- ix. Review & recommend contractor's Layout and design of electrical system for instrumentation.
- x. Review & recommend contractor's Ventilation and Air conditioning systems as required.
- xi. Review & recommend contractor's Schematic diagrams for over all control, inter-lock and protection.
- xii. Review & recommend contractor's designed equipments ratings & power feeder requirements, distribution transformer etc

- xiii. Specifications, scope, drawings and bill of quantities, tender evaluation and making recommendations.
- xiv. Formulation of design parameters and sizing of equipment.
- xv. Checking and approving of contractor's specification, data, documents and drawings.
- xvi. Arranging & furnishing of documents for obtaining statutory approvals from various State & Central Government bodies like, Inspectorate of Factories, Electrical Inspectorate etc.

Instrumentation Engineering

- i. Reviewing & recommending contractor's basic layout, logic diagram, semi-graphic scheme and other details drawings including control panel etc.
- ii. Review of P&I Diagrams and selection & sizing of instruments including indexing.
- iii. Preparation of Specifications, scope, drawings and bill of quantities, tender evaluation and making recommendations as per clause.
- iv. Checking and approving of contractor's specifications, data, documents and drawings.
- v. Arranging & furnishing of documents for obtaining approvals from State/Central Government and Statutory bodies.

6.0 Deliverables

Ensure submittals by the EPC contractor as per the EPC contract documents

- i. The PEC within 15 days of award of work submit Inception report indicating the methodology of performing the proof engineering services, the submittal plans of vetted designs and drawings, the responsibility matrix of the vetting and approval of documents, names of the consultants and experts for performing the services. The Inception Report is to be presented and obtain approval from the PD-cum-CE, Mega Lift Project within a period of one month.
- ii. The consultant shall ensure furnishing to the employer three sets of all draft and three sets of all final design reports including specification, drawing, schedules, etc to be prepared by them.
- iii. Reasonable number of 'Release For Construction' (RFC) drawing and schedules required for use by Client and the contractor up to a ceiling of Four (4) prints of each drawings/schedules. One set of reproducible transparency of each final (RFC) drawing shall be furnished. Besides the as-built drawing CDs in CAD format shall be submitted.
- iv. Consultant shall ensure submission of Five (5) complete sets of prints and soft copies of reports and drawings in appropriate format for data storage and archiving .

- v. Weekly progress reports in Six (6) sets shall be furnished.
- vi. Monthly Progress Report in four (4) sets shall be furnished.
- vii. Other complied document shall be furnished in four (4) sets.
- viii. Completion report in four (4) sets.
- ix. One set of all the documents/drawings shall be submitted in the form of soft Copies (in CD) also along with the hard copies.
- x. Any other documents etc not specified but required for the completion of the scope of the work/services shall be submitted in required number as directed by the PD-cum-CE, PMU.

7.0 Organisation of Proof Engineering Consultancy Service

The proof engineering consultant shall set up a Technical Assistance Unit (TAU) in Bhubaneswar exclusively for providing the services to the PMU of Mega Lift Projects.

The TAU shall be a multi disciplinary team composed experts from following, but not limited to, fields led by Chief Consultant as the Team Leader

There shall be subject experts and engineers for the following

- a. Irrigation & Water Supply Engineering
- b. Hydraulics along with Surge Analysis and Control
- c. Structural Engineering
- d. Mechanical/Electrical/Instrumentation Engineering.
- e. Other related fields on need basis

The TAU shall function for the entire period of the Proof Engineering Consultancy Service for the cluster and continue to provide services for vetting of reengineering works during execution phase. TAU shall maintain coordination between PMU, EPC contractor for timely execution of the EPC Contract. Any issues arising during execution that may require design modification, client approval etc shall be managed by the TAU expeditiously

8.0 Procedure for Design & Drawing Vetting and Approval – Time Schedule and Penalty

The Planning, Design and Drawings will be done by the EPC Contractor after performing detailed survey and investigation of the individual Lift Irrigation Schemes and the Cluster as a whole for the dedicated Power System Connectivity. The Design Memorandum and the design Basis report submitted by the EPC Contractor will be examined and vetted by PEC shall be approved by the PD cum CE, Mega Lift Project.

The Proof Engineering Services shall be provided for the work plan for the Detailed Engineering works submitted by the EPC Contractor and approved by the Owner. The PEC is required to submit the Inception Report for the services indicating the methodology and time plan for providing the services for different components of the design and drawings of the project. This shall be matching with the work plan of the EPC contractor keeping in mind the broad objective of the implementation schedule of the Cluster and timely completion of the project. The Inception Report of the PEC will be approved by the Owner which shall be followed for performance of the contract.

On receipt of the Design Reports, drawings of any scheme as a whole or part thereof shall be examined by the PEC expeditiously and comments if any shall be furnished in 3 days to maximum 7 days time depending on the type of the document.

The EPC contractor will be given maximum of seven days time for compliance.

On receipt of the Complied Report/Drawings, the PEC shall vet the document within 3 days and submit for approval of the owner. Regarding adequacy of compliance by the EPC Contractor, the decision of PD-cum-CE, PMU will be final and the PEC will act as directed by the PD-cum-CE, PMU.

In case of delay caused by the PEC for not adhering to the time, the PD-cum-CE may levy penalty upto 100% of the fees for the concerned component of the work of PEC as decided by him. In case of repetition of such delays, the owner may rescind the contract of the PEC for non performance.

SECTION – V

MANPOWER REQUIREMENT

(<On Firm's Letter Head>)

Section-V

KEY MANPOWER REQUIREMENT

1. Chief Proof Engineering Consultant/Team leader –
2. Irrigation & Water Supply Engineering Expert
3. Structural Engineering Expert
4. Irrigation Network Planning Expert
5. Pump Hydraulics – Mechanical Engineering Expert
6. Electro-Mechanical Expert
7. Power System Engineering Expert

Note:

1. The above Personnel likely to be engaged shall be healthy & dynamic.
2. BIO-DATA of the above key-personnel (Sl. No. 1 -4) who are likely to be deployed for this project shall be provided in FORM- T-2 &T3 to determine eligibility and responsiveness of the bid.
3. However, actual Nos. of manpower shall be deployed as per the Project Requirement in consultation with Project Director.
4. **The PEC, in addition to the above Key staff, may also provide some support staff as per their requirement for satisfactorily perform the scope of works assigned to the PEC.**

SECTION – VI

Forms for Submission of Techno-Commercial and Price Proposals

Section-VI(A)

TECNO- COMMERCIAL PROPOSAL

(<On Firm's Letter Head>)
Form T-1:
TECHNO-COMMERCIAL PROPOSAL
Forwarding Letter

Ref No. _____

Dated _____

From:

To:

Project Director -cum- Chief Engineer
PMU, Mega Lift Project
A 8/2 Bhoi Nagar
Bhubaneswar

Sub: Appointment of Proof Engineering Consultant for Mega Lift Project, Cluster No. XI

Ref :

Sir,

As per the request made for providing Proof Engineering Consultancy for the Mega Lift Project of Cluster Nos. XI, _____ is submitting herewith the **Techno-Commercial Proposal** in the following Forms against the subject RfP for consideration and approval.

Techno-Commercial Proposal (PART-I): Techno-Commercial Proposal (PART-I):

Sl. No.	FORMS	Particulars	Total Pages	Page Start	Page End
01	Form T-1	Techno-Commercial Proposal			
02	Form T-2	Names of the Key Personnel & Assignment against FORM-T-1			
03	Form T-3	CVs of Personnel against FORM-T-2			
04	Form T-4	Deviations/No Deviations Confirmation, Comments & Suggestions			
05	Form T-5	Proforma of Certificate Regarding Acceptance of GCC			
TOTAL PAGES (SL NO. 1 TO 5)					

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

The Details of Cost of bidding document and the Earnest Money Deposit are as follows:

Yours faithfully,

Authorised Signatory

(<On Firm's Letter Head>)**Form T-3:
CVs of Key Staff**

The format for submission of CVs is the following:

1. Name:
2. Profession / Present Designation:
3. Years with firm: _____ Nationality:
4. Area of Specialisation: _____
5. Date of birth:
6. Proposed Position on Team:
7. Key /Experience suitable to the proposed assignment:

(Under this heading give outline of staff members experience in the area of assigned work on proposed team by specifically identifying the projects of similar nature handled in the past. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations.

8. Education/Training Programmes: (Under this heading, summarise college/ university and other specialised education of staff member, giving names of colleges, dates and degrees obtained)

9. Experience: (Under this heading, list of positions held by staff member since graduation, giving dates, names of employing organisation, title of positions held and location of assignments. For experience in last ten years also give types of activities performed and Owner references, where appropriate.

Signature(Concerned employee): _____

Authorised Signatory: _____

Full Name: _____

Address: _____

Date: _____

Note:

1. *Certified supporting documents to be enclosed.*

(<On Firm's Letter Head>)

**Form T-4:
Deviations/No Deviations Confirmation, Comments &
Suggestions**

DEVIATIONS/COMMENTS/ SUGGESTIONS OF CONSULTANT

On the Scope of Work, or any related area:

- 1.
- 2.
- 3.
- 4.

(In case of no deviations, a statement to that effect must be given)

Signature of Authorised Signatory: **Seal**

Full Name:

Address:

Phone No:

E-mail Id:

(<On Firm’s Letter Head>)

**Form T-5:
Proforma of Certificate Regarding Acceptance of Major
Terms & Conditions of the RfP**

From:

To:

Project Director –cum- Chief Engineer
PMU, Mega Lift Project
A 8/2 Bhoi Nagar
Bhubaneswar

Sub.: Appointment of Proof Engineering Consultant for Cluster No. XI

1. With reference to your RfP No. ----- dated ----- for "Appointment of PEC, notwithstanding anything stated elsewhere to the contrary, the stipulations in the RfP Document in respect of the followings major terms and conditions are acceptable to us and we have not proposed any deviation.
 - a) Terms of Payment
 - b) General Conditions of Contract
 - c) Contract Performance Guarantee
 - d) Scope of work including deliverables.
 - e) No. of Manpower & Establishment requirement.
 - e) Validity Period of Bid.

2. We further confirm that any deviation to the above major terms and conditions found anywhere in our Bid Proposal shall stand unconditionally withdrawn, without any cost implication whatsoever to OWNER.

3. We understand that any deviation to the above major terms and conditions will make our bid invalid.

Date:
Place:

(Authorised Signatory).....
(Name).....
(Designation).....
(Seal).....

SECTION- VI (B)
PRICE PROPOSAL

**(<On Firm’s Letter Head>
Form F-1:
PRICE PROPOSAL**

Ref : _____

Dated_____

From:

To:

Project Director –cum- Chief Engineer
PMU, Mega Lift Project
A 8/2 Bhoi Nagar
Bhubaneswar

Sub : Appointment of Proof Engineering Consultant for Cluster No. XI

Sir,

We, herewith submit the **Price Proposal** in the following Forms, against the subject Request for Proposal for consideration.

1. **SCOPE:** **Design Vetting of the Detailed Engineering works Mega Lift Irrigation Schemes of the EPC Contractor of Cluster No. XI of Odisha**
2. Request for Proposal reference No.....

Price Proposal :

The **PRICE proposal** as per FORM- F-1, FORM -F-2 & F-3 duly signed by the Authorized signatory and sealed in a separate envelop is enclosed herewith.

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

Yours faithfully,

(Authorised Signatory).....
(Name).....
(Designation).....
(Seal).....

Address:

Phone No:

E-mail Id:

Note:

1. PROOF ENGINEERING CONSULTANT shall quote the price strictly as per the format prescribed in the RfP document considering the minimum manpower requirement at Section-V and establishment required to cater to the scope mentioned at Section –IV.
2. The quoted price shall be FIRM and all inclusive except service tax based on Cost to the Company concept plus reasonable profit.
 1. Service tax as applicable shall be paid extra.
 2. Price quoted in deviation to above format shall not be considered for evaluation.

(<On Firm's Letter Head>)

FORM F- 2

SUMMARY OF PRICE PROPOSAL

1. **SCOPE: Design Vetting of the EPC Contractor of cluster no _____ Mega Lift Projects of Odisha**
2. RfP Identification No _____
3. Name of the Consultant Firm: _____.

FINANCIAL OFFER

Sl. No.	Particulars	Amount in Rupees	
		In figures	In words
A.	Providing Proof Engineering Consultancy Services for vetting of the Planning & Design, Reports and Drawings etc. as per the agreed plan based on the submission plan of the EPC Contractor. The Services shall be provided complete in all respect required for Procurement and Construction of each of the Lift Irrigation Schemes including dedicated power system connectivity of the Cluster successfully for achieving the desired command area.		
B.	Follow - up and Vetting of Reengineering Works required to be done by EPC Contractor for actual site conditions.		
	TOTAL		

Authorised Signatory

(<On Firm's Letter Head>)**FORM F- 3****BREAK UP FOR PAYMENT**

SI No.	Particulars	% OF PAYMENT OF ITEM A (F-2)	Amount in Rupees
A-1	BROAD ENGINEERING PLANNING & LAYOUT REPORTS FOR THE LIFT IRRIGATION SCHEMES OF THE CLUSTER AND POWER SYSTEM CONNECTIVITY OF THE CLUSTER FOR DEDICATED POWER SUPPLY TO EACH LI SCHEME.		
i.	<p>Vetting of Design Memorandum comprising the principles and Basis of planning, Design and detailing of each components of the Lift Irrigation Schemes, Reports and Drawings to be submitted including Schedules of submittals by EPC contractor and schedules of Vetting by PEC</p> <p>The Design Memorandum comprises of:</p> <ol style="list-style-type: none"> Overall Lift irrigation Planning for achieving the desired Command Area covering the principle of Hydrologic, Hydraulic and Structural Planning and Design of Intake works, Sump, Pump House, Rising Main, Distribution Chamber and Irrigation Distribution Network - 40 % Principles of Planning and design of Electro-Mechanical components for Pumping and smooth Operation of Pump House – 30 % Principle of Planning and Design of Power System Connectivity of the Cluster and dedicated Power Supply to the Pump Station. – 30% 	5%	
ii.	<p>Vetting of Broad Scheme Layout Design Report & Drawings of each LI scheme of the cluster, General Layout (dimensioning & levels) of components such as Intake works, Pump House, Electro-Mechanical equipments, Rising Main sizing, layout, location of all control & safety valves etc, Delivery Chamber , Gross Command area network maps and integrated power system connectivity plans & recommended for approval by Chief Engineer.</p> <p>The Broad Scheme Layout Report consists of :</p> <ol style="list-style-type: none"> Part A - Layout of Intake Works, Pump House, Rising Main, Distribution Chamber and broad Command Area planning– 40 % Part B - Broad Chak layout Planning & Hydraulic Design of Pipe Line Network for irrigation supply to Chaks. – 25 % Electro-Mechanical Planning & General layout of the Pumping Station showing all Mechanical equipments, electrical equipments, Station transformers etc – 25 % Broad Integrated Power System connectivity Planning of the cluster from Local grid Stations to each pumping station. – 10% 	10%	

Sl No.	Particulars	% OF PAYMENT OF ITEM A (F-2)	Amount in Rupees
A-2	Vetting of the Detailed Design and Working Drawings of each LI Scheme		
A- 2.1	Intake Works, Electro-Mechanical, Rising Main, delivery Chamber		
a .	Intake Works (Intake Well, Intake Conduit, Protection Works) - 15 %	35 %	
b.	Pump House & Sump Well Works - 20 %		
c.	Rising Main and all related works including Surge analysis and Protection Devices, all safety equipments along rising main - 25%		
d.	Delivery Chamber - 10 %		
f.	Electro- Mechanical equipments, Pumps, Motors, Valves, Electrical Panels, Cablings, Control System etc. - 20 %		
g.	Gates & Hoists of Intake Works, Pump House, Delivery chamber etc. - 10 %		
A - 3	Irrigation Network		
a .	Detailed Chak planning with ROR details, Longitudinal Sections & Design Statements - 50 %	30% of A	
b.	Detail Design of Civil Works, Outlets, Valves, crossings and all control structures etc. - 50 %		
A - 4	Power System Connectivity		
a .	Vetting of Planning & Design, working drawings of 33 KV transmission Network <ul style="list-style-type: none"> i. 33/6.6 KV Survey, LFA integrated Network Planning & SLD - 10 % ii. Detail Alignment & Pole schedule- 10 % iii. Rail/Road/River/Power Line Crossings- 10 % iv. Conductor formation Clearance, Cross Arms, Insulators, brackets & fittings, Guys- 10 % v. Earthing Devices & Anti climbing devices- 10 % vi. SLD/MSDSS/DSS Planning & Design- 10 % vii. Control & Instrumentation- 10 % viii. Power & station transformer sizing, Cable sizing, Fault Level Calculation- 10 % ix. Earth mat design- 10 % x. Civil works of switch yard- 10 % 	5% of A	
b.	Electrical System design of Pumping station <ul style="list-style-type: none"> i. All Sizing calculation of Transformers & HT and LT cables - 60 % ii. SLD of Pumping Station- 20 % iii. Earthing design of Pumping station- 20 % 	10% of A	

SI No.	Particulars	% OF PAYMENT OF ITEM A (F-2)	Amount in Rupees
A - 5	Final Drawings & Estimates		
	Final working Drawings detailed list, Data Sheet with BOM and vetting of estimates for sanction	5%	
B	Follow - up and Reengineering Works, with Consultant support for a period of 24 months beyond the completion of Core vetting period of Six months. Payment to be made in 24 instalments @ one instalment per month upon satisfactory performance of Reengineering works.	100% of item B (F-2)	
<p>NOTE :</p> <ol style="list-style-type: none"> The Particulars of Break Up of Payment is generally indicative and not limited for the Vetting works to be performed. The PEC shall have to perform all the vetting works of Planning and Design Reports and Drawings as per the requirements of the Project for successful commissioning. All such items not mentioned are to be suitably included in the respective particulars of Break Up and no additional payment shall be made. The percentage of payment indicated in each item of work (in A2 to A5) shall be paid on pro rata basis of the Planned CCA of LI Schemes / planned CCA of Cluster in case of approvals of particulars of work for individual schemes. 			

Authorised Signatory

List of Annexure

- **ANNEXURE- 1 – List of Works Contract Packages with Location of Sites.**
- **ANNEXURE-2- Contract Form.**
- **ANNEXURE-3- Contract Performance Bank Guarantee.**

ANNEXURE- 1
List of Works Contract Packages with Location of Sites

Abstract of Mega Lift Irrigation Project (Cluster-XI)

Sl. No.	Name of the Scheme	C.C.A(Ha)	River	Village	Block	District
1	Balikund	2000	Kelua	Balikund	Badchana	Jajpur
2	Asalpur	2000	Birupa	Asalpur	Bari	Jajpur
3	Chatumari	700	Tantighai (R)	Chatumari	Bari	Jajpur
4	Rajapur	1000	Dudhei	Rajapur	Bari	Jajpur
5	Rahapada	1400	Kelua	Rahapada	Dharmasala	Jajpur
6	Tantighai (L)	500	Tantighai (L)	Tantighai	Jajpur	Jajpur
7	Tantighai (R)	1200	Tantighai (R)	Tantighai	Jajpur	Jajpur
8	Routrapur	2000	Kharsuan	Routrapur	Rasalpur	Jajpur
9	Tulsipur	2000	Kharsuan	Tulsipur	Rasalpur	Jajpur
10	Dimiripal	750	Kharasrota	Dimiripal	Aul	Kendrapara
11	Gobardhanpur	845	Luna	Gobardhanpur	Mahakalpara	Kendrapara
		15595				

ANNEXURE- 2

Contract Form

THIS CONTRACT made the _____ day of _____,
_____ between _____ of
_____ (hereinafter "OWNER"), of the one part, and
_____ of _____ as
Proof Engineering Consultant(hereinafter "the PEC"), of the other part:

WHEREAS OWNER invited bids for Services, viz.,
_____ and has accepted a Bid by the PEC for the Contract Value for the sum of
_____ Rs.
_____ (hereinafter "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as "Contract Documents") shall be enclosed herewith and shall be deemed to form and be read and construed as part of this Contract, viz.:
 - i. Scope of Works.(As enclosure -I)
 - ii. General Conditions of Contract. (As enclosure -II)
 - iii. Accepted Techno- Commercial. (As enclosure -III)
 - iv. Accepted Price Proposal. (As enclosure -IV)
 - v. Letter Of Award (LOA). (As enclosure -V)
 - vi. Locations of Sites & Works Contract Packages. (As enclosure -VI)
 - vii. Contract Performance Bank Guarantee. (As enclosure -VII)

In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the reverse order listed above.

3. In consideration of the payments to be made by OWNER to the PEC as indicated in this Contract, the PEC hereby covenants with OWNER to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. OWNER hereby covenants to pay the PEC in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signed by _____(Authorised official of the OWNER)

Signed by _____..(Authorised signatory for the PEC)

ANNEXURE- 3

**Contract Performance Bank Guarantee
(To be executed on non-judicial stamp paper as per Stamp Act)**

Date:

Contract Name and No. :

To: _____
WHEREAS _____ (hereinafter "the PEC or Bidder") has undertaken, pursuant to Contract No. _____ dated _____, _____ to _____ supply _____ (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the afore mentioned Contract that the PEC shall furnish you with a security _____ issued by a reputable guarantor for the sum specified therein as security for compliance with the PEC's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned _____, legally domiciled in _____, (hereinafter "the Guarantor"), have agreed to give the PEC a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the PEC, up to a total of _____ and we undertake to pay you, upon your first written demand declaring the PEC to be in default under the Contract, without cavil or argument, any sum or sums within the limits of _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. **The guarantee can be presented by Government of Odisha at any of our branches at Bhubaneswar who will pay the claim amount to Government of Odisha immediately.**

In case of any delay by the Guarantor, in remitting the amounts under the present Guarantee, within 15 days from the date of receipt of notice of demand from *Government of Odisha*, the Guarantor agrees to pay interest at the rate of 18% per annum compounded on quarterly rests from the date of demand, until the date of payment.

The Guarantor also agrees that *Government of Odisha* at its option shall be entitled to enforce this Guarantee against the Guarantor as a principal debtor, without proceeding against the Bidder and notwithstanding any security or other guarantee *Government of Odisha* may have in relation to the Bidder's liabilities.

Provided that the liability of the Guarantor under this Guarantee shall not exceed the said amount of Rs. (_____/ - / Indian Rupees _____ Lakhs Only) exclusive of interest payable on the amount demanded in the notice till the date of payment to *Government of Odisha* and interest thereon. Any disputes concerning or under this Guarantee shall be subject to the jurisdiction of courts located in

This security is valid until the _____ day of _____, _____.
Name _____
In the capacity of _____
Signed _____
Duly authorized to sign the security for and on behalf of _____
Date _____ .

Not withstanding anything contained herein above.

- i) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____) only.
- ii) The Bank Guarantee shall be valid up to _____ only.
- iii) We or our Bank at Bhubaneswar (Name & Address of the Local Bank) are liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us or our local Bank at Bhubaneswar a written claim or demand and received by us or by Local Branch at Bhubaneswar on or before Dt. _____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

For _____
(indicate the name of the Bank)

N.B.:

- (1) Name of the PEC:
- (2) No. & date of the Letter of Award / Contract:
- (3) Amount of the Bank Guarantee :Rs.....
- (4) Validity period or date up to which the Contract is valid:
- (5) Signature of the Constituent Authority of the Bank with seal:
- (6) Name & addresses of the Witnesses with signature:
- (7) The Bank Guarantee shall be accepted only after getting confirmation from the respective Bank(s).

In the presence of Witness

- 1. Name & Address _____

- 2. Name & Address _____
