GOVERNMENT OF ODISHA

DEPARTMENT OF WATER RESORCES

RfP Identification No.: 5ML/2015-16

Request for Proposal (RfP)

Appointment of
Project Management Consultant (PMC)

For

IMPLEMENTATION OF MEGA LIFT PROJECTS
IN CLUSTERS No. VI

- **Due date and time of submission of the Bid : Dt.23.01.2016 at 05:00 PM**
- **Due date and time of opening of the Techno-Commercial Bid. : Dt.25.01.2016 at 4.00 PM onwards**

PROJECT MANAGEMENT UNIT, MEGA LIFT PROJECT
CENTRAL MINOR IRRIGATION 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. 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 contract for six Clusters have been made with Larson Toubro Ltd, Chennai and EPC contract for two Clusters have been made with GVPR Engineers Limited, Hyderabad.

2. 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. To start with the project implementation, Proof Engineering Consultant(PEC) shall be appointed 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. For Construction Supervision, Quality Control & Quality Assurance, Third Party Inspection of Materials & Equipments, Government of Odisha intends to engage Project Management Consultants (PMC) and Third Party Inspection(TPI) Consultants respectively under the PMU.

This Request for Proposal is for the Purpose of appointment of the Project Management Consultant (PMC) for construction supervision of the EPC Contractor of Cluster- VI which consists of 9 nos. of Lift Irrigation Schemes of command area 500 Ha to 2000Ha totaling 16,750 Ha. These Lift Schemes are located in Mahanadi river in the district of Cuttack. The implementation period for the EPC contract is thirty months.

As per the present status of the work, Detailed Engineering works by the EPC contractor is under progress. On completion of the Detailed Engineering, the construction works will start individual scheme wise.

3. Funding arrangement

The scheme is being funded by the State Government through its plan scheme in state budget.

4. Project components

For each LI schemes following overall general components will be executed for providing successful irrigation services. The bidders are requested to go through the bid documents for both the Clusters for detailed information

- 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, DI/HDPE 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. Project Management Consultant (PMC):

Project Director -cum- Chief Engineer, PMU, Mega Lift Projects is desirous of implementation of 9 LI Schemes in Cluster No. VI by appointing Project Management Consultant (PMC), who shall be responsible for monitoring and supervising the entire project work within their respective jurisdiction viz. Construction & Erection Supervision, Project Management and Co-Ordination, Contract Management, Quality Management, Commissioning and Post Commissioning, Stabilization etc. along with relevant documentation. However, detail scope of work has been mentioned at Section - IV.

i. PMC's Staff Personnel:

PMC 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 PMC.

The Chief Project Consultant is required to present himself in all review meetings as and when scheduled by the Employer with relevant information along with concerned Resident Engineer of PMC.

ii. PMC's Establishment:

PMC shall have one Central Office at Bhubaneswar nearby the PMU, Mega Lift of Government of Odisha adequately equipped with manpower, Furniture, Fixtures, Vehicles & Machine headed by one Chief Project Consultant/Team Leader who shall be responsible for the overall implementation of the project as per the direction of the PD-cum-Chief Engineer.

PMC shall establish 01 no. of Office under the Cluster of Mega Lift Schemes headed by a Resident Engineer –adequately equipped with manpower, Furniture, Fixtures, Vehicles & Machines. The Cluster office of PMC is to be located suitably .

PMC shall also to be equipped with furniture, fixtures, vehicles and machines for the site engineers for direct handling of each LI schemes for Construction Supervision of Civil works, Electro Mechanical works, Pressure Main Pipe Line works and the Pipeline Irrigation distribution network and all other related works executed under the EPC contract.

The site offices of PMC are to be located suitably.

For detail locations of proposed offices of the PMC Annexure- 1 under Section – VII may be referred.

SECTION – II

INSTRUCTIONS TO BIDDERS (ITB)

Section -II:

Instructions to Bidders(ITB)

1	General Instructions:	1.1	Under the Mega Lift Project implementation program in the state 9 nos of Lift Irrigation Scheme are being executed in Cluster-VI with each scheme having CCA between 500Ha to 2000Ha totaling to 16,750 Ha and the Cluster will have power system connectivity from local grid substations maintained by Odisha Power Transmission Corporation. **The list LI Schemes of Cluster-VI are given in Annexure-I enclosed.**
2	Definitions:	2.1	**Government / Owner / Employer:** Means the Government of Odisha / Department of Water Resources represented by the PD-cum-CE,PMU, Mega lift Projects.
		2.2	"**PMU**" shall mean organization constituted by Government of Odisha under the Department of Water Resources for implementation of the Mega Lift Projects in the state of Odisha and manage all the contracts connected with the project .
		2.3	**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. The consultant will be given a copy of the Government / Department 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
		2.4	**"Project"** shall mean **Mega Lift Irrigation Schemes proposed for implementation by the Government** to be constructed in Clusters and phases across the State of Odisha over a period.

		2.5	"**Clusters"** shall mean number of independent Lift Irrigation Schemes clubbed in package for construction.
		2.6	**"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.
		2.7	**"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 & Annexure sent to the short listed prospective Bidder(s) for submission of bid.
		2.8	**"Bid"** shall mean Techno-Commercial Proposal & Price Proposal in prescribed FORMS submitted in pursuance to RfP document.
		2.9	**"Bidder"**shall mean one of the shortlisted Consulting Agencies for the Project Management Consultant (PMC) job, who quotes against this bid document, issued by the Owner and shall include his heirs, legal representatives, successors and permitted assigns.
		2.10	**"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.
		2.11	**"PMC"** shall mean the Project Management 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 PMC.
		2.12	**" LOA" i.e. "Letter of Award"** shall mean the official letter issued by the Owner notifying the PMC that his bid has been accepted and it shall include amendments thereto, if any, issued by the Owner.
		2.13	**"Month"** shall mean the calendar month and **"Day"** shall mean the calendar day.

		2.14	**"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.
		2.15	**"Contract"** shall mean the agreement signed by the Authorised representatives of Owner and the Selected PMC 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.
		2.16	**'Project Director –cum- Chief Engineer'** shall mean the officer appointed from time to time in writing by the Owner to act as Project Director-cum-Chief Engineer, PMU, Mega Lift Project for the purpose of the Contract.
		2.17	**"Effective Date of the Contract"**shall mean the date of issue of Letter of Award of the project to the selected PMC.
		2.18	**"Works Contracts"** shall mean contracts awarded package-wise for construction of the Mega Lift Schemes and associated power lines(Supply, Erection and Commissioning) under the Clusters of the project.
		2.19	**"Person"** Words imparting **'Person'** shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.
		2.20	**"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.
		2.21	**"Contract Period"** shall start from the date of Letter of Award and it shall include 30 months from the **Effective Date of the Contract,** and extensions, if any, thereof**.**
3.	Scope of PMC	3.1	**Scope of Work:** (i) Planning, Scheduling & Programme Control based on the EPC Contract of the works (ii) Management and Co-Ordination.

			(iii) Quality Assurance & Quality Control for Civil construction (iv) Construction Management. (v) Safety, Health, Environment and Security. (vi) Office and Data Processing Services. (vii) Expediting. (viii) Progress Reporting. (ix) Commissioning and Start-up Assistance. (x) Final Documentation. **Note:** Please refer to Section-IV for ; i. The detailed Scope of Works ii. Deliverables by PMC. 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	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 PMC. The envelope containing Techno-Commercial Proposal shall be superscribed as **Part-I** (**Techno-Commercial Proposal)** as under**:** **Part-I:** • **Techno-Commercial Proposal**: • **RfP Ref. No.....** • **Date & Time of submission Bid Document:.....** The envelope containing Price proposal shall be superscribed as Under; **Part-II:** • **Price Proposal:** • **RfP Ref. No.....** • **Date & Time of submission Bid Document:...** Price Proposal for the Clusters shall be submitted

			in **FORM F-1 to F-6** of the RfP document. Both the envelops properly sealed shall be placed in a common cover which will be super scribed as under; • **Techno-Commercial & Price Proposals.** • **Cluster: VI** • **RfP Ref. No.:……** • **Last Date & Time of Bid Submission**…… • **Name of the Bidder……** The Techno-Commercial Proposal for the Clusters shall be submitted as required under this RfP including Prescribed Format: **T-1 to T-5** . The consultant firm(s), whose Techno-Commercial Proposals do not conform to the specified requirements will be rejected as non-responsive Bids. Price Proposals of Techno-Commercially acceptable short listed bidder(s) for the Clusters shall be opened and evaluated.
6.	Cost of Bidding/ Cost of Bidding Document/ EMD	6.1	The Bidder shall bear all costs associated with the preparation of the bid and submission of its Bid 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 payable to Executive Engineer, Mega lift Projects, Bhubaneswar payble at Bhubaneswar, Odisha.
	EMD/Bid Security	6.3	The bidder shall pay alongwith the Techno Commercial Bid Rs 3,86,000/ - in shape of Fixed Deposit Receipt (FDR) pledged in favour of Executive Engineer, Mega lift Projects, Bhubaneswar. 6.3.1 The EMD must be paid in full without concession. 6.3.2 The EMD will be retained in the case of successful bidder and will not carry any interest and will be dealt with as provided in the bid. 6.3.3 EMD will be refunded to the qualified but unsuccessful bidder promptly after the work

			is awarded and contract signed. 6.3.4 The EMD shall be forfeited a. If the Bidder withdraws the Bid during the validity period of Bid. b. In case of successful Bidder, if he fails to submit ISD 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. 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. 6.3.6 In case of forfeiture of E.M.D., bidder shall be disqualified and shall not be allowed to bid for further work under the department for a period of three years.
7.	Language of Bid	7.1	The Bid, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and OWNER, shall be written in 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 9.2	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. 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 date & time specified in the RfP in the Conference Hall of the Project Director –cum-Chief Engineer, PMU, 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.

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		11.2 11.3 11.4	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. In order to provide prospective Bidders reasonable time to take the amendments into account in preparing their bids, OWNER may, at its discretion, extend the last date for the submission of Bids. Any addendum issued shall be part of the Bidding Document and shall be 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 14.2	Bids must be received by OWNER not later than the date and time, and at the address indicated in the Bid documents. 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 17.2	OWNER shall conduct the opening of Techno-Commercial Proposal in the presence of Bidders' representatives who choose to attend, at the address, date and time specified in the Bid Documents. 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, 6, 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 20.2	The bidder shall offer the bid price for this Clusters as per the FORMAT in Section-VI. 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. 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 02 days in advance.
22.	Comparison & Evaluation of Price Bids	22.1 22.2	OWNER shall evaluate Prices for this 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 PMC 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 PMC 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	This Request For Proposal (RfP) has been prepared by OWNER for selection of Project Management Consultant (PMC) 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. 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. While this RfP has been prepared in good faith, the OWNER does not make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omission herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP, even if any loss or damage is caused by any act or omission on their part. All information submitted in response to RfP shall become the property of OWNER and OWNER does not accept any responsibility for maintaining the confidentiality of the material submitted or any trade secrets or proprietary data contained therein. In submitting a proposal in response to the RfP, each bidder certifies that it understands, accepts and agrees to the disclaimers on this page. Nothing contained in any other provision of the RfP not any statements made orally or in writing by any person or party shall have the effect of negating or superseding of the disclaimers set forth on this page.
29.	Time period of Contract:	29.1	The time period for completion of the contract is 30 months from the **effective date of the contract**. PMC is required to establish their site Offices within one month of the issue of the LOA. Time is the essence of the Contract; PMC shall endeavor to complete the contract within the contractual period by all means. However, under unforeseen circumstances for

			reasons not attributable to PMC, OWNER reserve the right to extend the contract period.
30.	Confidentiality	30.1 30.2	Information relating to the examination, evaluation, comparison of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any attempt by a Bidder to influence OWNER in the examination, evaluation, comparison of the Bids or Contract award decisions may result in the rejection of its Bid.
31.	Date , Time & Place of Pre-Bid Conference	31.1	Date.: & Time Place: Project Director –cum- Chief Engineer, PMU, Mega Lift Project, Central Minor Irrigation Circle Building, A 8/2, Bhoi Nagar, Bhubaneswar-751022
32.	Last Date , Time & Address of submission of Bid	32.1	Date.: **23.01.2016** & Time.: up to **5:00** 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
33.	Date ,Time & Place of Opening of the 1st part (Techno-commercial) Bid	33.1	Date.: **25.01.2016** & Time: **4.00** PM onwards. Place: Project Director –cum- Chief Engineer, PMU, Mega Lift Project, Central Minor Irrigation Circle Building, A 8/2, Bhoi Nagar, Bhubaneswar-751022

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SECTION – III

GENERAL CONDITIONS OF CONTRACT

Section- III:
General Conditions of Contract

1.Appointment	1.1	OWNER shall appoint the PMC to carry out the scope of services as mentioned at Section-IV. The PMC 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 2.2	The Services to be provided are broadly specified in the detailed Scope of Work (Section-IV). However, the PMC should be diligent in deployment of their manpower & sources in line with site & project requirement to ensure economy in cost. 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

		the singular; e) a word importing a gender includes any other gender; f) a reference to a person includes a partnership and a body corporate; g) a reference to legalization includes legalization repealing, replacing or amending that legalization; h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings. i) in the event of an inconsistency between the terms of this Contract and the Bid document and the proposal, the terms of this contract hereof shall prevail.
	5.2	**Entire Contract**: The Contract constitutes the entire contract between OWNER and the PMC 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.
	5.3	**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.
	5.4	**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.
	5.5	Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

		Severability of any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
6. Language	6.1 6.2	The Contract as well as all correspondence and documents relating to the Contract exchanged by the PMC and OWNER, shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern. The Bidder shall bear all costs of translation to English and all risks of the accuracy of such translation.
7. Corrupt Practices	7.1	OWNER requires PMCs 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 PMC 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 PMC 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 PMC gets extended due to any reason, PMC 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 PMC not later than Fifteen (15) days following the date of completion of the PMC'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) considering the establishment & manpower deployment envisaged.
	9.2	However, based on actual deployment of Establishment & Manpower the actual value of the contract may vary. The total contract price shall not be allowed to vary beyond

		±20% of contract price.
	9.3	In the event the contract does not get completed within the contractual period the contract may be extended at the same rates, terms and conditions of contract up to six months or until the contract price (including plus 20% variation) gets consumed, whichever is later.
	9.4	**In case the contract needs further extension beyond the above limits at 9.3, the existing rate will be enhanced by 10% with the same terms & conditions up to one year.**
	9.5	The contract price shall be inclusive of all Costs, Expenses, Overheads and Taxes & Duties (Excluding Service Tax).
	9.6	The Price for the additional assignment / deliverables over and above the defined scope of work, if any, shall be decided mutually between OWNER& PMC as per standard practices of OWNER.
10. Terms of Payment	**10.1**	**A. Payment towards establishment charges (Form F-3 of accepted Price Proposal):** **1. Inception cost:** The inception cost 10% (Ten percent) of total establishment charges for **each Office** shall be paid subject to the following; (a) Submission of Invoice in triplicate. (b) 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. (c) Establishment of PMC Site offices duly certified by the Engineer-in-Charge. **2. Monthly Charges:** (a) 80% (Eighty Percent) of the Establishment Charges along with corresponding taxes & duties shall be released based on monthly quoted price for **each Office** against certificate by

		PMC & Submission of Invoice in Triplicate. **B. Monthly PMC Manpower Charges (FORMS F-4 & F-5 of accepted Price Proposal):** 1. **Monthly Charges:** a) 90% (Ninety Percent) of Manpower Charges along with corresponding Service Tax shall be paid on monthly basis for **each office** on submission of invoice in triplicate duly certified by the Engineer-in-Charge of OWNER in the manner mentioned against each item as under; i. Manpower Charges of Key Staff shall be released as per the actual no. of manpower deployed as per the owner approved deployment plan and against attendance sheet submitted by PMC as per the project requirement for the Manpower deployed in consultation with the Project Director. ii. Manpower Charges of Support Staff required to meet the scope of work shall be released as per the actual no. of manpower deployed against attendance sheet submitted by PMC as per the project requirement for the Manpower deployed as approved by the PD-cum-CE. **Note:** i. The above payments shall be released by the end of the following month provided the invoice has been submitted by the PMC within 5th of the following month duly certified by the PD-cum-CE, OWNER on satisfactory performance of the work and timely submission of deliverables mentioned in the Scope of Works. ii. For attendance for part of the calendar month the payment will be made in the ratio of no of days attended to the no of working days available in the month.

		C. Final Payment: Balance 10% (Ten percent) of establishment charges, Manpower Charges along with corresponding taxes and duties for complete Clusters shall be paid subject to completion of all works, testing & commissioning, taking over, clearance certificate from electrical inspectorate that entire stretch is fully ready for operation and satisfactory performance envisaged under the scope of work. **D. OTHER CHARGES:** 1. 100% payment against Travelling & Conveyance exclusively at the instance of Authorised Officers of OWNER shall be paid extra as per the Rules/Provision of the OWNER against submission of documentary evidence duly certified by the PMC. 2. Payment for the additional assignment / deliverables over and above the defined scope of work shall be released as per the price and terms of payment agreed.
11. Taxes and Duties	11.1 11.2 11.3	The prices quoted by the PMC shall be inclusive of all Costs, Expenses, Overheads and Taxes & Duties (Excluding Service Tax) for the entire scope of PMC specified under Section-IV. 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. TDS as applicable shall be deducted from payment to the PMCs while releasing the payment.
12. Statutory Obligation	12.1	The PMC shall ensure that the statutory obligation have been fully complied under the contract with them.

13. Sub-contracting	13.1	The PMC shall notify OWNER in writing of all sub-contracts awarded under the Contract if not already specified in the proposal/bid and shall obtain the prior approval of OWNER for such sub-contracting.
14. Disclosure of Information	14.1	The PMC shall – (a) keep all Records and other information in a secure location so that no un-authorized person is able to gain access to them; and (b) ensure Records are kept confidential and are not disclosed to any person other than the OWNER and the Project Director except where – (i) required by law; or (ii) the OWNER's Consent is obtained.
15. Liability/ Indemnity	15.1	The PMC hereby agrees to indemnify OWNER, for all conditions and situations mentioned in this clause, in a form and manner acceptable to OWNER. The PMC agrees to indemnify OWNER and its officers, servants, agents (**"**OWNER **Indemnified Persons"**) from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of: i. any negligence or wrongful act or omission by the PMC or its agents or employees or any third party associated with PMC 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.
	15.2	The PMC shall also indemnify OWNER against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.
	15.3	Without limiting the generality of the

		provisions of this article 15.1 and 15.2, the PMC 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 PMC in performing the PMC's obligations or in any way incorporated in or related to the Project.
	15.4	If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the PMC shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Goods or Related Services, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the PMC 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 PMC is unable to secure such license within a reasonable time, the PMC 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.
	15.5	Survival on termination. The provisions of this Clause shall survive Termination. Defense of Claims: 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 PMC a notice thereof,

		and the PMC 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. 15.5.2 If the PMC 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. 15.5.3 OWNER shall, at the PMC's request, afford all available assistance to the PMC in conducting such proceedings or claim, and shall be reimbursed by the PMC for all reasonable expenses incurred in so doing.
16. Limitation of Liability	16.1	Except in cases of gross negligence or willful misconduct : a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the PMC to pay liquidated damages to OWNER; and b) the aggregate liability of the PMC 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 PMC to indemnify OWNER with respect to patent infringement.
17. Settlement of Disputes & Arbitration:	17.1 17.2	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. If any dispute or difference of any kind, whatsoever, shall arise between the Owner and the PMC 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 PMC.
	17.3	Save as hereinafter provided, such decision in respect of every matters so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the PMC who shall proceed with the Works with all due diligence, whether he or the Owner requires arbitration as hereinafter provided or not.
	17.4	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.
	17.5	In the event of the Project Director failing to notify his decision as aforesaid within thirty (30) days after being requested as aforesaid, or in the event of either the Owner or the PMC 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.
	17.6	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.
	17.7	The arbitration shall be conducted by three arbitrators, one each to be nominated by the PMC 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.
	17.8	The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act-1996 or any statutory modification thereof. The venue of arbitration shall be Bhubaneswar.
	17.9	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 reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.
	17.10	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.
	17.11	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.
	17.12	During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.
	17.13	Fees and expenses of all the arbitrator shall be shared equally by both the parties unless

		decided otherwise in the Arbitration Award.
18. Governing Law	18.1	The Contract shall be governed by and interpreted in accordance with the laws of India. The jurisdiction of the Courts of law shall be High Court of Orissa, Cuttack.
19. Change in Laws and Regulations	19.1	Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of OWNER's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Works Schedule, then such Scheduled Date shall be correspondingly increased or decreased, to the extent that the PMC has thereby been affected in the performance of any of its obligations under the Contract.
20. Force Majeure	20.1	The PMC 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.
	20.2	For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the PMC that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the PMC. Such events may include, but not be limited to wars or revolutions, earthquake, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
	20.3	If a Force Majeure situation arises, the PMC 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 PMC 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 PMC to OWNER and vice-versa.
	20.4	The decision of OWNER with regard to the occurrence, continuation, period or extent of Force Majeure shall be final.
21. Change Orders and Contract Amendments	21.1	OWNER may at any time order the PMC 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 PMC.
	21.2	If any such Change Order causes an increase or decrease in the cost of, or the time required for, the PMC'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 PMC for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the PMC's receipt of OWNER's Change Order.
	21.3	No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.
22. Default of the PMC	22.1	If the PMC – (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,

	22.2	The OWNER may suspend payment under the Contract and shall notify the PMC in writing specifying the reason for the notice and requiring the PMC to show cause within thirty (30) days from the giving of such notice why the appointment of the Consultant should not be terminated.
	22.3	If the PMC 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 PMC by notice to the PMC by the date specified in the notice.
	22.4	On termination of the appointment of the PMC 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 PMC under the Contract.
23. Default of the OWNER	23.1	If the OWNER commits a substantial breach of the Contract, the PMC 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 PMC 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 PMC may by notice to the OWNER terminate the Contract.
	23.4	The PMC 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	Termination for Default: a. Owner may, without prejudice to any other remedy for breach of Contract, by

		giving one month's notice of default to the PMC, terminate the Contract in whole or in part: (i) if the PMC 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 PMC, 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 PMC commits any breach of the Contract and fails to remedy or rectify the same within the period of four weeks (or such longer period as OWNER in its absolute discretion decide) provided in a notice in this behalf from OWNER. a) 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 PMC shall be liable to OWNER for any additional costs for such Services. However, the PMC shall continue performance of the Contract to the extent not terminated.
	24.2	Termination for Insolvency: OWNER may at any time terminate the Contract by giving Notice to the PMC if the PMC becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the PMC, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to OWNER. Termination for Convenience: OWNER, by Notice sent to the PMC, may terminate the Contract, in whole or in part, at

	24.3 24.4	Termination for convenience: OWNER, by notice sent to the PMC, 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 PMC under the Contract is terminated, and the date upon which such termination becomes effective. Consequences of Termination: Upon Termination of the Contract, the PMC shall: (i) Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the OWNER (ii) The OWNER with designated team will review and approve the Exit plan. In case of discontract, OWNER shall provide an exit plan to the PMC to which PMC will abide by. (iii) The PMC 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 PMC shall not assign, in whole or in part, their obligations under this Contract.
26. Confidential Information	26.1 26.2	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. After the entering of the contract OWNER and the PMC 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 PMC 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 PMC shall obtain from such sub-contractor an undertaking of confidentiality similar to that imposed on the PMC under this Clause.
	26.3	OWNER shall not use such documents, data, and other information received from the PMC for any purposes unrelated to the Contract. Similarly, the PMC 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 PMC need to share with the institutions participating in the financing of the Contract; 26.4.2 now or hereafter enters the public domain through no fault of that party; 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 26.4.4 Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality
	26.5	The above provisions of GCC shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
	26.6	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.
	26.7	The provisions of GCC Clause 26 shall survive completion or termination, for whatever

		reason, of the Contract.
27. Public disclosure	27.1 27.2	All services provided to OWNER by bidder are subject to Country public disclosure laws such as RTI etc. The PMC shall not make or permit to be made public announcement or media release about any aspect of this Contract unless OWNER first gives the PMC its written consent.
28. Review of Performance	28.1	A designated team / person from OWNER may review the performance of PMC against the PMC 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 PMC.
29. Adherence to safety procedures, rules, regulations and restriction	29.1 29.2 29.3 29.4 29.5	PMC 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. The PMC shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. PMC'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. The PMC 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. OWNER will be indemnified for all the situations mentioned in this clause in the similar way as defined in GCC. The employees engaged by the PMC will be guided by OWNER leave rule.

30. Non-Solicitation of Staff	30.1	For the purpose of this contract, both parties to this contract agree, not to solicit either directly or indirectly with a view to provide or offer employment to, offer to contract with or entice a staff member of the other party to leave without the consent of the other during the term of this contract and for an additional period of 180 days after termination.
31. Intellectual Property	31.1	OWNER shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all Source code, Object code, records, reports, designs, application configurations, data and written material, products, specifications, reports, drawings and other documents which have been newly created and developed by the PMC solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The PMC 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 PMC assigns those Intellectual Property Rights to OWNER on creation.
	31.2	The PMC 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 PMC 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 PMC or its personnel during the course of performance of the Related Services. In case of any infringement by the PMC, the PMC shall have sole control of the

		defense and all related settlement negotiations.
	31.3	Subject to sub-clauses 31.1 to 31.2, the PMC shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the PMC that existed before the effective date of the contract.
32. Survival	32.1	The clauses of this contract, which by nature are intended to survive termination of this contract, shall remain in effect after such termination.
33. Conflict of Interest	33.1	The PMC warrants that, to the best of its knowledge, information and belief, at the date of submitting its Proposal, no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract. If during the currency of the Contract, a conflict or risk of conflict of interest arises (without limitation, because of work undertaken for any person other than the OWNER) the PMC undertakes to notify the Project Director immediately in writing, of that conflict of interest.
	33.2	The PMC 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.
	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.
	33.4	The PMC 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. PMC 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.
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 PMC is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. As the PMC'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 PMC is entitled to receive under its insurance, whichever is higher; and (c) any such limitation may deal only with the PMC's liability toward the employer and not with the PMC's liability toward third parties.
36.Staff Appointment / Substitution.	36.1	PMC shall ensure to appoint its personnel from the names of Key Staff proposed in techno-commercial proposal, as per the requirement of different offices in consultation with Project Director –cum-C.E.

	36.2	In the event, the required Key Staff is not appointed, the OWNER shall notify PMC on the failure of the PMC to make necessary appointments and PMC 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 found to be unsuitable as decided by the PD-cum-CE, or the Staff member is no longer working with the consultant), the PMC 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 PMC 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 PMC's SERVICES and payments by OWNER to PMC 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 PMC in writing to make any changes, modifications, deletions and/or additions to PMC 's scope of works. PMC shall review such written requests and if such changes and additions would jeopardize fulfillment of any of PMC 's obligations under this CONTRACT, PMC 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, PMC 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 PMC receives written authority from OWNER on variation in prices and time schedule, PMC 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.

SECTION – IV

SCOPE OF WORK

Section-IV

SCOPE OF WORK OF THE PMC CONSULTANT

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SCOPE OF WORK OF THE PMC CONSULTANT

A. General Scope Of Work

The strategy developed for the Project is based on a philosophy that a Project Management Consultant (PMC) will be appointed to manage and control various aspects of project execution and function as Engineer-In-Charge on behalf of OWNER to complete the project by the EPC Contractor within schedule time of completion

PMC shall establish an exclusive team for the Project Management Services having experience in similar work & necessary skills and disciplines needed for professional management of the Project on behalf of OWNER.

The scope of work includes overall Project Management regarding construction management, quality management; certification of RA bills and final bill as desired by the Engineer in Charge or the PD-cum-CE, site supervision, review and verification of data/documents/specifications of equipments submitted by the Contractor and provide help to OWNER in taking over the Lift Irrigation Schemes of the clusters, transfer of land, contract closing activities and rendering necessary technical assistance for accreditation/registration etc.

The primary objectives of PMC consultant is to ensure that the work is to be executed as per terms and conditions of contract agreement made with the contractor and as well as to ensure that the contractor has to abide by the time schedule indicated in the contract agreement for successful commissioning of LI Schemes of the cluster in totality.

In general, PMC shall act as representative of Engineer-In-Charge on behalf of OWNER and report to Engineer-in-Charge/OWNER and be responsible for the following, but not limited to:

i. Checking site details/data, micro siting of LI Schemes of the cluster layout, contour plan drawings of the project area, specifications including associated works and construction drawings submitted by Contractor and approved by owner.

ii. Implementation of Civil, mechanical & electrical installation drawings viz. single line diagram for LI Schemes of the cluster interfacing with grid, Control Schematics etc submitted by Contractor and approved by owner.

iii. Checking of layout plan of unit Intake works, pump houses, GA drawings of internal equipments, OH lines with structures, control room, trenches, earthing / grounding, lighting, fencing etc Pumps, valves, Panel Boards, overhead cranes, Safety works etc in the field during construction.

iv. Checking of all civil works, pumping systems, electro-mechanical works system pipe line works along with valves and surge protection system etc. and drawings as per approved specifications.

v. Implementation of construction drawings, civil foundations for Pump Houses, Delivery/ Distribution chambers etc. & Quality Assurance Plans (QAPs) for Civil/Structural, Mechanical and Electrical works involved in the entire cluster as per approved drawings.

vi. Review and advise the availability of raw materials and man-power resources with the contractor.

vii. Organize progress review meeting with contractor/sub-supplier for identifying hold-ups and suggest corrective measures.

viii. Implementation of Design & Engineering details submitted by the Contractor and approved by the PD-cum-CE..

ix. Checking of test certificates along with test reports, routine & acceptance tests of major components if any.

x. Checking of "as built" drawings submitted by Contractor and certify.

1. SITE WORK SUPERVISION AND COMMISSIONING ASSISTANCE SERVICES

Posting of an experienced and competent team. The man-month deployment schedule shall be mutually discussed and agreed for day to day site supervision and quality control during construction activities as mentioned below, but not limited to:

i. Checking of job completion schedule of work for various activities related to LI Civil Works, electro-mechanical installations, erection and commissioning.

ii. Verifying foundation levels of structure, erection of structures, electro-mechanical installations and commissioning activities etc.

iii. Conducting weekly and monthly review meetings at site or at OWNER office.

iv. Submission of Progress Report to OWNER on weekly basis.

v. Checking of materials received at site for safe arrival. Prompt reporting regarding damages/shortages, if any, noticed on receipt of materials at site and approval for receipt of all equipment thereafter.

vi. Use of design mix and other test reports of site material, checking of reinforcement details of civil works foundations, super structures and all structural works, pipe line works with all protection devices etc., supervising the concreting works, all structural works, pipe line distribution network for 20 Ha chak irrigation, ensuring quality of works as per approved quality plan, ensuring proper curing of concrete, fabrication, welding, coatings, jointing, electrical power transmission line works, switch yard construction, cabling etc. structural safety, stability and durability of all the components of works of each of the scheme in the cluster and cluster as a whole.

vii. Supervision of erection plan, ensuring of safety measures by Contractor during erection. Checking and certifying protocol for erection and commissioning and completion certificate.

viii. Witnessing pre-commissioning & commissioning tests of all equipment. Review and approval of Operation and Maintenance documents submitted after commissioning.

ix. Preparation of list of incomplete jobs and defects, if any, to be attended by the EPC Contractor.

x. Planning and advising on construction inputs and evaluation of contractor's basic logic and sequence of construction operation.

xi. Maintain a site organization to supervise construction program schedule.

xii. Checking and ascertaining that entire work is erected and mechanically completed and preparation of related reports to be signed by contractor and the agencies involved including approval and acceptance of completion certificate by the owner.

2. Consultant has to ensure that the Lift Irrigation Schemes in the cluster are completed and commissioned for getting early benefits.

3. POST COMMISSIONING MONITORING

Deputation of two Senior Engineers at LI Schemes of the cluster site for :

i) Certification of completion of Stabilization Period of entire LI Schemes of the cluster. Stabilization period means the time required for fine

tuning of the schemes and is considered as 60 days or as approved by OWNER from the date of commissioning.

ii) To ensure optimal Power Consumption Performance (PCP) test of the LI schemes.

4. OTHER RESPONSIBILITIES

i. Rendering necessary technical assistance for successful completion & operation of LI Schemes and making the scheme participatory management of Water users by conducting social engineering functions.

ii. Checking & certification of Invoices / RA Bills raised by Contractor relating to supply & erection activities and recommendation to OWNER for payment to Contractor as and when required by the Executive Engineer or the PD-cum-CE.

iii. Providing all required services and assistance for replying to the queries of concerned Government Departments/statutory bodies and agencies on the progress and any other aspect related to the Project.

iv. Provide necessary back up/technical assistance to OWNER for coordination with Insurance Agencies, etc.

v. Provide assistance to OWNER after commissioning of LI Schemes, for settlement of disputed claims raised by the contractors / vendors and arbitration cases etc.

vi. PMC shall also ensure that Contractor carry out the activities in accordance with the safety plan throughout the course of the construction of the project.

vii. Submission of weekly progress report and monthly progress report (04 sets).

viii. The consultant has to ensure that all necessary approvals and co-ordinations with statutory bodies required for commissioning of this project are carried out by EPC contractor at appropriate time to prevent hindrance in work and subsequent implications.

ix. Contract Closing for cluster with material reconciliation, delay analysis etc.

5. FURTHER GENERAL SCOPE OF WORK:

Acting on behalf of OWNER, PMC's further Detailed Scope of work shall comprise, but not limited to, the following activities:-

i. PMC shall carry out the functions, duties and obligations for the Project and in particular meet its responsibilities and obligations specified in accordance with the requirements of the Project.
ii. Timely completion within the Lump sum cost is the essence of EPC contract. PMC shall exercise due care and diligence to achieve timely and proper engineering, manufacture, procurement, supply, construction, execution, installation, Commissioning, testing and completion of the Project within the contract amount and Project Master Schedule.
iii. Manage construction and commission of the entire Project.
iv. Plan, monitor and control the Project in a proper, workman like and most cost effective manner, maintaining quality, time and safety performance. The standard of diligence, skill and care exercised shall be equivalent to the best of worldwide industry standards and practices.
v. Provide competent and skilled staff displaying capability in all its activities.
vi. Behave in a manner consistent with OWNER's policies and code of conduct.
vii. Defend OWNER's legitimate interests.
viii. Ensure compliance with all relevant and applicable regulations.
ix. Prepare and hand over all the relevant Project documentation, including As-built Vendor Data, completion cost necessary for OWNER to operate and maintain the Unit.
x. All the relevant Operation and Maintenance Manuals necessary for OWNER are to be prepared & handover to operate and maintain the Lift Irrigation Schemes.
xi. Provide and manage corrective work during the defects liability period.
xii. Prepare and submit monthly and other reports in accordance with the requirement.
xiii. The PMC Consultant shall establish and implement a Quality System in accordance with the requirements of the project.

B. **DETALIED SCOPE OF WORK:**

1. Planning, Scheduling and Progress Control:

i. PMC shall plan, schedule, monitor and report on all engineering, procurement, construction, Pre-commissioning, electro-mechanical completion, and Commissioning and Start-up activities for the Project.

ii. PMC will indicate a schedule for monitoring of the Engineering activities at the beginning of the project for approval of OWNER. All engineering deliverables shall be identified in consultation with OWNER and form part of the planning process, and listed in engineering registers and schedules against which the progress of work will be monitored.

iii. PMC shall assess and report progress status for the different Project activities based on monitoring of physical work done. PMC shall render necessary advice if slippage occurs.

iv. Monitoring shall be daily and reporting shall be fortnightly which includes progress and target versus scheduled completion dates for each work package based on physical progress of Project Work.

   i. PMC shall appoint a Team Leader/Chief Project Consultant to monitor the day-to-day progress of the work.

   ii. PMC shall attend the review meeting conducted by OWNER as and when scheduled.

   iii. Develop and implement a project manual in consultation with OWNER specifying the duties and responsibility of concerned authorities from different agencies engaged in the project work.

2. Management and Coordination:

i. PMC shall establish the necessary Project Monitoring Organization, Procedures, and Support services to perform the PMC Work. The procedures are to be finalized in consultation with the OWNER.

ii. PMC's Project Monitoring Organization shall manage, coordinate and administer the Project, in accordance with the principles, requirements and procedures concerning execution of the Project and OWNER's polices and obligations.

iii. Will abide by Project Execution Plan covering procurement, inspection, engineering, fabrication, construction, installation, testing, commissioning and start up of the each project Unit. The Project Execution Plan shall be subject to OWNER approval.

iv. Monitor and take all required management actions to ensure that engineering, expediting, inspection activities are performed in an adequate and efficient manner, in order to ensure that purchased items are delivered on time and of the right quality.
v. Implement an equipment/materials management system to support the above.
vi. Further develop and implement OWNER's Project Work Breakdown Structure (WBS) to meet both Project control and OWNER's future computerized operations requirements.
vii. Implement a Project Schedule Control system, based on the WBS and PMC proven scheduling system and procedures.
viii. On a monthly basis, provide accurate on-line Project status with a monthly trend of Complex Mechanical Completion date and expected date of Project commissioning.
ix. Prepare and present periodic progress and cost reports to OWNER.
x. Manage and coordinate Pre-commissioning activities. Issue Mechanical Completion Certificates to OWNER for each Unit prior to OWNER's Acceptance for Commissioning.
xi. Assist OWNER during Commissioning and Start up activities.
xii. Assist OWNER in obtaining Statutory Approvals.

3. Quality Assurance:

i. Develop and implement inspection procedures of the works.
ii. Inspect conformity with drawings/standards/ specifications as stated in the Contracts.
iii. Witness stage wise inspection of works wherever considered critical.
iv. Review Pre-commissioning documentation.
v. Witness final inspection and testing and follow-up punch list work.
vi. Ensure that Contractors develop Quality Assurance (QA) Manuals that meet the relevant requirements.
vii. Monitor contractor's work and Quality Control (QC) activities to ensure conformity with the QA procedure in the QA Manuals.
viii. Prepare draft note on instructions and directions for corrective actions on QA non-conformance and submit to the Executive Engineer.
ix. Audit Contractor's quality performance.

4.0 CONSTRUCTION MANAGEMENT:

4.1 General

i. The PMC shall work as behalf of the OWNER and perform all necessary activities to complete construction of the entire Project Unit by EPC contractor.
ii. Coordination and interface management of all activities on construction sites.
iii. Interface/liaison with engineering offices, Licensor and OWNER.
iv. Ensure all construction work is performed under safe conditions, and that high health and environmental standards are maintained.
v. Carry out all pre-constructional surveys.
vi. Construction planning and scheduling, progress monitoring and schedule control
vii. Contract cost monitoring, trending, forecasting and reporting
viii. Quality assurance, inspections and technical audits
ix. The PMC shall employ its own qualified and experienced personnel and give due consideration to OWNER's view for strengthening the team and replacing some persons keeping in view the Project requirement for field engineering.

4.2 Construction Planning and Monitoring

PMC Consultant shall:

i. Provide all necessary field input for the planning and scheduling of the overall Project
ii. Examine the Contractors' schedules
iii. Highlight critical areas, and identify remedial actions
iv. Generate from Construction Worksheets monthly guide schedules, from which weekly programs are drawn
v. Evaluate the progress weekly/monthly and generate corresponding reports
vi. Identify material constraints, drawing release constraints, and report them for remedial action
vii. Conduct weekly/monthly review meetings.
viii. Identify resource constraints, and prepare resource deployment reports.
ix. Provide to the OWNER any back-up information required on the status of Project.

4.3 Construction Coordination & Supervision:

PMC shall:

i. Provide adequate number of skilled personnel in the field to coordinate, control, expedite, inspect, liaise and report work of various Contractors working at Site

ii. Coordinate construction and installation/erection of entire Unit to maintain progress, quality and correctness including safety and environment
iii. Co-ordinate works of all Contractors at Site and render technical advice to Contractors. Identify all interfaces, and manage the closeouts of the interfaces
iv. Certify measurements of works completed by Contractors, as desired by the Engineer in charge.
v. Organise, plan and manage the construction program as a whole
vi. Interpret and resolve Contract disputes/discrepancies in prior consultation with OWNER

5.0 Safety, Health, Environment (SHE) and Security:

i. PMC shall establish and implement a System in accordance with the requirements of the Project.
ii. PMC shall ensure that all work at Site(s) is performed under safe conditions, and that high environmental standards and site cleanliness are maintained throughout construction, installation, Commissioning and Start-up.
iii. PMC shall prepare a comprehensive SHE Procedures Manual for OWNER Approval.
iv. The PMC shall ensure that:
   a) Statutory obligations are complied with
   b) Safety training, both general induction and trade specific, is given to all site employees.
   c) Appropriate personal safety equipment regulations are developed and enforced.
   d) Regular Safety meetings are held with all Site contract employees.
   e) Safety inspections are carried out and reported.
   f) Accident statistics are prepared and issued monthly and are displayed at site.
   g) All Lost Time or serious incidents are reported to OWNER within 8 hours.
   h) Adequate first aid and medical facilities are provided and maintained at Site(s) to handle routine medical examinations, illness, and accidents.
   i) Appropriate emergency services and procedures are in place at the Site(s) including evacuation to the nearest hospitals.
   j) Entrance to Site(s) is controlled, monitored and recorded.
   k) Appropriate security measures are enforced.

6.0 Inspection and Technical Audit:

6.1 General:

i. Standardise and update inspection procedures and construction norms and implement total quality assurance programs
ii. Verify Contractor's adherence to approved QA programs in accordance with procedures in Contractor's Quality Assurance Manual.
iii. PMC should be very very cautious and prudent in checking the field work so that the progress is not hampered and any delay in starting occurs.

6.2 Civil/Structural Works:

i. Check concrete work including form work, staging, reinforcement, placing inserts, anchor bolts, curing, taking out cubes for testing and certifying the acceptability of concrete work.
ii. Quality inspection and testing of various civil engineering materials brought by Contractors.
iii. Operate a concrete Testing Laboratory.
iv. Ensure correctness of Contractors work during lay out and fixing of levels of all structures and foundations, roads, drains, pipelines, etc.
v. Check layout, levels, dimensions, etc without hindering progress.
vi. Planning &Monitoring of water supply system, drainage system, sanitary system, storm water and effluent's system, etc.

6.3 Electrical

i. Check completeness of earthing network, soundness of connections, continuity and earth resistance. Completeness, soundness and continuity checks of lightening protection installation.
ii. Check correctness, soundness and quality control of interlocks and power connections
iii. Check continuity, polarity, phase sequence etc. of controls, interlocks protection and power circuits.
iv. Check correctness of installation, completion of work, soundness of switchgear, motors, transformers, cables and supplying IR test, test of computerized index, di-electric withstand test, NV test as required by standards, codes, rules and regulations to establish soundness of charging.
v. Check protection equipment/gear and setting for pre-commissioning run by primary run, secondary run as required.

vi. Check operation of controls, interlocks, auto change over, etc. and establish correct operation.
vii. Check of dust and water protection and classifications
viii. Assist in Statutory approvals
ix. Step by step energisation after applying IR test, etc.
x. Check and test energisation of lighting circuits.
xi. Cleaning of switchgear internals and bracing up.
xii. Check, test and energisation of motors in decoupled condition and checking of physical condition of motors, noise level, direction of rotation, identifying rubbing, etc.
xiii. Alignment of motors for coupling with machines.
xiv. Set protective equipment for "ONLOAD" running.
xv. Inspect motors, transformer, switchgears, etc. during running "ONLOAD".

6.4 Safety and Accident Prevention

Preparation of safety procedures in consultation with OWNER and ensure that:

i. Safety procedures are employed in job execution.
ii. Safety procedures are complied with.
iii. Safety inspection reports are prepared.
iv. Statutory obligations with respect to accident are complied with.
v. Monthly lost time reports are prepared.
vi. Proper safety programmes re-designed and carried out.

6.5 Pre-commissioning and Mechanical Completion

i. Physical completion of any Unit is the completion of all related work subject to removal of deficiencies arising out of plug listing of the individual items.
ii. Pre-commissioning means the physical testing of a Physically Completed Unit including pressure, leaks, motor rotation, P&ID conformity, control wiring and field device action, etc.; system testing; and dry running without material.
iii. PMC shall coordinate all Pre-commissioning activities, and shall develop a Pre-commissioning Procedures Manual with adequate check lists and schedules for OWNER's approval.
iv. The PMC shall provide a computerized program for all Pre-commissioning activities for planning and follow up of the activities.
v. PMC shall also provide competent technical personnel at Site to follow up the Pre-commissioning activities performed by the Contractors, and shall perform inspection and witnessing of testing as appropriate.

7.0 Office and Data Processing Services:

i. PMC shall equip its Project and Site offices with all necessary data processing facilities (hardware and software) to perform the PMC Work in the most efficient manner.

8.0 EXPEDITING:

8.1 General

PMC shall:

i. Develop and implement expediting procedures
ii. Review availability of raw materials, manpower resources, etc. for delivery as per schedule.
iii. Bring to notice of OWNER likely delays, holdups, work stoppages, lock outs, strikes, non-availability of power and force majeure situations at work site and recommend corrective measures.

9.0 Progress Reporting:

i. PMC shall have a transparent relationship with OWNER as regards to Project status through regular informal and formal reporting procedures.
ii. Progress reporting shall be via regular meetings and monthly Status Reports and the quarterly Project Forecast of cost and schedule.
iii. The progress reports to be prepared by PMC shall cover:
iv. Engineering, including document lists and document preparation status
v. Construction/Installation
vi. Mechanical Completion
vii. Equipment and material status
viii. Schedule status
ix. The progress reports shall be weekly. .

10.0 COMMISSIONING AND START-UP ASSISTANCE:

i. Commissioning is defined as the testing/running of an individual Unit with material.
ii. Start-up is defined as overall plant Start-up and operation with material.
iii. Commissioning & Start up can be separate for different packages
iv. PMC shall assist OWNER for Commissioning and Start-up activities and shall supervise the work for the Project.

v. PMC shall assist OWNER as requested during Commissioning and Start-up, including.
   - Assist in the preparation of Commissioning and Start-up schedules including the development and follow-up of Commissioning checklists.
   - Monitor the services provided by EPC Contractor
   - Ensure that any rectification work is handled timely, expeditiously and according to contractual obligations.
   - Performance test runs, and evaluation

11.0 Final Documentation:

i. PMC shall compile a complete and indexed set of Project Documentation Files. The files shall include as-built documentation and shall contain documents delivered byEPC contractor.

ii. PMC shall apply the required expediting efforts to ensure that all documents are delivered in accordance with the schedule.

iii. The documentation shall include, but not be limited to
   a) Correspondence
   b) Drawings and diagrams
   c) Specifications and Data Sheets
   d) Manuals (operation, maintenance)
   e) Test records and certificates
   f) Photographs, films and videos (if applicable)
   g) Test samples

iv. All documents shall be provided in hard (03 nos.) and soft copy, with incoming hard copy scanned unless otherwise agreed with OWNER.

C. DELIVERABLES BY PMC IN RESPECT OF EACH SCHEME UNDER THE CLUSTERS:

Sl. No.	Particulars	Remarks
1	Project Co-Ordination Procedure Manual: (Defining the Authority & responsibility of different agencies at different level involved in the project and the interface amongst them)	To be submitted within 15 days from the effective date of contract.
2	Initial field Survey Report (Land/Site)	To be obtained from the works contractor within 30 days from the date of issue Work Order and to be submitted (LI Scheme wise) to the OWNER within next 07 days with their comments.
3	To review the all the conditions and specifications of the EPC Contract with reference to actual site conditions based on the Planning & Design	To liaise with the EPC Contractor for the review of the contract document and with reference to site condition and submit report within 45 DAYS of the date of the work order. In doing so PMC shall ensure the objective of economy, efficiency , cost saving, quality etc.
4	Project Execution Plan that shall be used to monitor physical & financial performance for the duration of the cluster.	To liaise with the Work Contractor and submit within 30 days from the date of signing of contract.
5	PMC shall prepare a comprehensive M&E Procedures Manual for OWNER Approval.	To be submitted within one months from the effective date.
6	Physical Progress of the project work.	To be submitted weekly and monthly
7	List of dispute and dispute resolution plan	To be submitted monthly
8	Attendance of the Manpower engaged by PMC.	To be submitted monthly
9	Statutory compliance report	To be submitted monthly
10	Provide information pertaining to the Project as and when required by the various agencies involved within the scope of work.	As per requirement

11	Invoice Verification: PMC shall check and certify invoices/payment requests from Contractors prior to payment.	As and when required by the Engineer in Charge or the PD-cum-CE
12	Site Visit Plan	On Monthly Basis to be submitted before the commencement of the Month of Visit

Note: At the end of each month the delay with respect to schedule in submission of above deliverables shall be reviewed by OWNER and PMC will be intimated about the delay. If the delay continues in spite of intimation by OWNER and is not complied with within one month, the subsequent payments shall be held up until the compliance of deliverables.

SECTION – V

MANPOWER/ STAFF REQUIREMENT

Section-V

KEY MANPOWER/ STAFF REQUIREMENT

Sl. No.	Particulars	Minimum Nos. of Total Manpower required for this project	Remarks 1.Qualification& Upper Age Limit. 2.Experience. 3.Responsibility in Brief. **(Note: However, the detail Scope of Work shall be as per Section-IV)**	
1	Chief Project Consultant/Team Leader (At Central Office - Hqrs.)	01	i.	Degree in Civil Engineering. (Preferably with MBA) & Upper Age Limit-62 years
			ii.	Minimum of 20 years experience in Civil Engineering Sector out of which 5 years experience in electro-mechanical project implementation as Lead Executive in an EPC/Turnkey Package costing at least Rs. 200.00 crore or as approved by the PD-cum-CE.
			iii.	• Overall In-Charge for scope of work as defined under Section-IV. Lead the PMC team by periodic visits to work sites • Formulation of Strategies, Policy, Procedure, Guidelines in consultation with Project Director of OWNER. • Reporting to the Project Director-cum-CE,PMU
2	Resident Engineer (At Cluster Office.)	01	i.	Degree in Civil/Mechanical Engineering. & Upper Age Limit-50 years
			ii.	Minimum of 15 years experience in Electro-Mechanical Sector out of which 5 years experience in EPC/Turnkey Package Lift Irrigation works
			iii.	• Visit each LI Scheme site as and when required at least once in a month. • Overall In-Charge for Scope of work for the Cluster under his

				jurisdiction. Work in close coordination with the Engineer – in- Charge of the owner for the cluster. • Reporting to Chief Project Consultant/Team Leader
3	Site Engineers at Site Office	9	i.	Degree/Diploma in Civil/Electrical/Mechanical Engineering. & Upper Age Limit-45 years
			ii.	Minimum of 02 years experience in Lift Irrigation/Water Supply Sector for Degree Engineer & Minimum of 03 years experience for Diploma Engineer.
			iii.	• Day to day monitoring & supervision of Project activities. • They shall report to Resident Engineer.

Note:

1. The above Personnel likely to be engaged shall be healthy & dynamic.

2. BIO-DATA of the above key-personnel 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 PMC, in addition to the above Key staff, may also provide some support staff as per their requirement to satisfactorily perform the scope of works assigned to the PMC.**

ECTION – VI

Forms for Submission of Techno-Commercial and Price Proposals

Section-VI(A)

TECHNO- COMMERCIAL PROPOSAL

Form T-1:
TECHNO-COMMERCIAL PROPOSAL
Forwarding Letter

From:
_____
_____
_____
_____

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

Sir,

Appointment for PMC,

I,_____ M/S_____ (Bidder) herewith submit the **Techno-Commercial Proposal (PART-I)**in the following Forms against the subject RfP for consideration of my bid.

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-F-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.

Yours faithfully,

Authorised Signatory(Attach Copy of Power of Attorney issued by the Competent Authority) :

Full Name:

Address:

Phone No:

E-mail Id:

FORM-T-2

Names of the Key Staff & Assignment.
(Sl. No.1 to 6 of Section-V)

Sl. No.	Manpower		Name, Designation & Contact No.	Present Assignment/ Responsibility
1.	Chief Project Consultant/Team Leader			
2.	Resident Engineer 01			
3.	Site Engineers - (9)	S E (Civil) – 01		
		S E (Civil) – 02		
		S E (Civil) – 03		
		S E (Civil) – 04		
		S E (Civil) – 05		
		S E (Elec.) – 01		
		S E (Elec.) – 02		
		S E (Mech.) – 01		
		S E (Mech.) – 02		

Note:
Details of the key personnel mentioned above shall be taken in to consideration of the Techno-Commercial Proposal. Hence, the consultant firm is required to furnish the supporting documents as per FORM-T3.

Authorised Signature of the PMC

Form T-3:
CVs of Key Staff
(Sl. No.1 to 7 of Section-V)

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 evidencing the above criteria of such personnel mentioned at Sl. No.-1-4 of the Section-V along with the bid.*

2. *For personnel mentioned at Sl. No.-5 of Section V, the certified supporting documents evidencing the above shall be submitted at the time of deployment of such personnel obtaining approval from the Owner.*

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

Bidder's Name & Address

To,

Project Director –cum- Chief Engineer,
PMU, Mega Lift Projects, Central Minor Irrigation Building,
A 8/2, Bhoi Nagar, Bhubaneswar-751022

Sub.: ----------

1. With reference to your RfP dated ---------- for "Appointment of PMC, 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).....
(Common Seal).....

Annexure-I

SECTION- VI (B)

PRICE PROPOSAL

Form F-1:
PRICE PROPOSAL
Forwarding Letter

From:
_____
_____
_____
_____

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

Sir,

Appointment for PMC,

I_,__M/S_____ (Bidder) herewith submit the **Price Proposal** in the following Forms, against the subject RfP for consideration of my bid.

1. **SCOPE: 9 nos of Mega Lift Irrigation Schemes of Cluster no. VI.**
2. Name of the Consultant Firm:……

Price Proposal :

The **PRICE proposal (PART-II)** as per FORM- F-1 & FORM -F-2 to F-5 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:

Full Name:

Address:

Phone No:

E-mail Id:

Note:

1. PMC 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.

3. Service tax as applicable shall be paid extra.

4. Price quoted in deviation to above format shall not be considered for evaluation.

FORM F-2

SUMMARYOF PRICE PROPOSAL

1. SCOPE**:** 9 nos of Mega Lift Irrigation Schemes of in Cluster nos. VI.
2. Name of the Consultant Firm:……

Sl. No.	PARTICULARS	AMOUNT IN FIGURE	AMOUNTIN WORDS
1	ESTABLISHMENT CHARGES - A(FORM F-3)		
2	MANPOWER CHARGES FOR KEYSTAFF-B(FORM F-4)		
3	MANPOWER CHARGES FOR SUPPORT STAFF -C(FORM F-5)		
	TOTAL : D=(A+B+C)		
4	SERVICE TAX (…..%)-E		
	GRAND TOTAL(D+E)		
	(Rupees ……)		

Authorised Signature of the PMC

FORM F-3
ESTABLISHMENT CHARGES

Sl. No.	Particulars		Monthly Charges per Unit (In Rs.)	Total Charges For the Project Period (In Rs.)
1	2		3	4
A.	**Establishment Charges:**	**No. of Units**		
A-I	Rent, Rate & Taxes & Insurance:			
	i. Central Office –Bhubaneswar (01 No.)	01		
	ii. Cluster Office-(01 No.)	01		
A-II	Communication expenses such as: Telephone, Internet & Intranet, Postage & Courier , Printing, Stationeryand others			
	i. Central Office –Bhubaneswar (01 No.)	01		
	ii. Cluster Office1 -(01 No.)	01		
A-III	Office Furniture & Fixtures, Equipments , Computer and Fittings etc.			
	i. Central Office –Bhubaneswar (01 No.)	01		
	ii. Cluster Office -(01 No.)	01		
A-IV	Office up keeping & Maintenance such as Electricity, Water, Watch & Ward and others			
	i. Central Office –Bhubaneswar (01 No.)	01		
	ii. Cluster Office -(01 No.)	01		
A-V	*Travelling & Conveyance expenses such as Hire charges of Vehicle and Vehicle running & maintenance expenses incidental to the discharge of Scope of Work.			
	i. Central Office – Bhubaneswar (01 No.)	01		
	ii. Cluster Office - (01 Nos.)	01		
	Total-A=(A-I to A-V)			
	(Rupees .....)			

Note: * in addition to the Travelling & Conveyance expenses quoted above at Sl. No. A-V involving travel essential for performance of the Scope of Work , some travel may also be required exclusively at the instance of OWNER. The same shall be paid extra as per the Rules/Provision of the OWNER. For this purpose, Chief Consultant, Resident Engineer, Electro-Mechanical/Power Engineers & Site Engineers will be considered equivalent to CE , EE, AE or JE respectively of OWNER.

Authorised Signature of the PMC

FORM F-4

MANPOWER CHARGES OF KEY STAFF

Sl. No.	Particulars		Monthly Charges per employee (In Rs.)	Total Employee Charges For the Project Period (In Rs.)
1	2		3	4 (Col.3Xnos. Of EmployeeX30 months)
B.	**MANPOWER CHARGES OF KEY STAFF**	Nos. of Employee		
	i. Chief Project Consultant / TEAM LEADER: (At Central Office-Hqrs.) -01 no	01		
	ii. Resident Engineer -01	01		
	iii. Site Engineers under Sub Cluster offices - 9 nos	9		
			Total-B	
	(Rupees.....)			

Note: Payment shall be made as per actual deployment only based on the requirements of the Project.

Authorised Signature of the PMC

FORM F-5

MANPOWER CHARGES OF SUPPORT STAFF

Sl. No.	Particulars		Monthly Charges per employee (In Rs.)	Total Employee Charges For the Project Period (In Rs.)
1	2		3	4 (Col.3Xnos. Of EmployeeX30months)
C.	**MANPOWER CHARGES OF SUPPORT STAFF:** As per required to meet the scope of work with category of employees (For Complete Clusters)	No. of Employee (To be quoted by the Bidder)		
i.	Data Entry Operator			
ii.	Office assistance.			
iii.	Accounts Assistance			
iv.	Messenger			
v.	Others			
			Total-C	
	(Rupees……..)			

Note:

Payment shall be made as per actual deployment only based on the requirements of the Project.

Authorised Signature of the PMC

Section-VII

List of Annexure

1. ANNEXURE - 1 – List of Lift Irrigation Schemes under Cluster Contract with Location of Sites.

2. ANNEXURE - 2 - Contract Form.

3. ANNEXURE -3 - Contract Performance Bank Guarantee.

ANNEXURE- 1

MEGA LIFT IRRIGATION SCHEMES UNDER CLUSTER- VI

Sl. No.	Name of the Scheme	C.C.A (Ha)	District	Block	Cluster Office
1	2	3	4	5	7
1	Baliput	2000	Cuttack	Narsinghpur	Cluster Office
2	Chakragarh-I	2000	Cuttack	Narsinghpur	
3	Chakragarh-II	2000	Cuttack	Narsinghpur	
4	Chakragarh-III	2000	Cuttack	Narsinghpur	
5	Ghoradia-I	1950	Cuttack	Narsinghpur	
6	Ghoradia-II	2000	Cuttack	Narsinghpur	
7	Padmamala-I	2000	Cuttack	Narsinghpur	
8	Padmamala-II	2000	Cuttack	Narsinghpur	
9	Padmamala-III	800	Cuttack	Narsinghpur	
		16750			

Note : The PMC will engage the site engineers at sections mentioned on approval of the owner. The locations are indicative and will be decided by the owner depending on the actual work at different sites and engagement at pipe manufacturing sites

ANNEXURE– 2
Contract Form

THIS CONTRACT made the _____ day of _____, _____, between _____of _____ (hereinafter "OWNER"), of the one part, and _____ of _____ (hereinafter "the PMC"), of the other part:

WHEREAS OWNER invited bids for Services, viz., _____ _____ and has accepted a Bid by the PMC for the estimated 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 PMC as indicated in this Contract, the PMC 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 PMC 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 PMC)

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 PMC 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 PMC shall furnish you with a security _____ issued by a reputable guarantor for the sum specified therein as security for compliance with the PMC"s performance obligations in accordance with the Contract.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the PMC, up to a total of _____ and we undertake to pay you, upon your first written demand declaring the PMC 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 PMC:
(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 _____
_____
_____