



GOVERNMENT OF ODISHA

DEPARTMENT OF WATER RESOURCES

RfP Identification No.: 6ML/2018-19

**Request for Proposal (RfP)
Appointment of
Third Party Inspection Agency (TPIA)
For
IMPLEMENTATION OF MEGA LIFT PROJECTS
IN CLUSTER No. IV**

- **Due date and time of submission of the Bid :Dt. 02.04.2019 up to 5.00 PM**
- **Due date and time of opening of the Techno-Commercial Bid. : Dt. 04.04.2019 at 11.30 AM**

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

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SECTION – I

PREFACE (ABOUT THE PROJECT)

Section-I

PREFACE

1. Introduction to the Mega Lift Project

Government of Odisha through Water Resources Department under its State Funded Scheme is undertaking Implementation of Mega Lift Irrigation Schemes from rivers and reservoirs for providing supplemental kharif irrigation to upland rainfed areas. 198 such lift schemes have been identified throughout the state. The Lift Schemes will be executed in 16 Clusters through Engineering Procurement & Construction Contracts.

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 drawings 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 Agency (TPIA) respectively under the PMU.

This Request for Proposal is for the Purpose of appointment of the Third Party Inspection Agency (TPIA) having expertise for Inspection of major materials & equipments relating to Pumping Schemes to be procured by the EPC Contractor. The project of cluster-IV consist of 9 nos. of Lift Irrigation Schemes of command area 500 Ha to 2000Ha each totaling 12,900 Ha. These Lift irrigation Schemes are located on Mahanadi river in the district of Sambalpur and Sonapur. The implementation period for the EPC contract is thirty months. Each LI scheme comprises of a River intake, Pump House having VT pumps with related electro-mechanical equipments, Rising Mains of D.I pipes having applied coating in factory. Rising mains will have different valves and surge control devices etc. The irrigation distribution network comprises of Gravity mains of HDPE Pipes along with control devices.

3. Funding arrangement

The scheme is being funded properly 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.

- 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, HDPE pipeline distribution System for 1 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/6.6KV/0.415KV transmission lines along with switchyard.
- Operation and Maintenance : The EPC contract also envisages five years Operation and Maintenance

5. Third Party Inspection Consultant (TPIA):

Through this Request for Proposal, Project Director -cum- Chief Engineer, PMU, Mega Lift Projects is desirous of implementation of the 9 LI Schemes in Cluster No. IV by appointing Third Party Inspection Agency (TPIA), who shall be responsible for ensuring compliance to the quality of all major equipments, instruments, materials procured by the EPC Contractor as per the agreement conditions of Technical Specifications. The TPIA shall be responsible to review and vet for approval by the Department QA/QC documents, QAP submitted by the EPC contractor for the procurement of all electro-mechanical components and sub components relating to the Pumping System, rising main and distribution network of the Lift Irrigation schemes and also Civil engineering items. Pre and Post Installation of all major equipments, instruments and materials etc. shall be got inspected and certified for its serviceability and performance as carried out in factory and as per the quality and performance requirement of the EPC Contract. However, detail scope of work has been mentioned at Section - IV.

5.1 TPIA's Staff Personnel:

TPIA shall engage sufficient and competent man power from their own organization having expertise in inspection of materials, equipments relating to electro-mechanical system of pumping units, pressure mains,

pipeline distribution system for field irrigation and in power sector for the power system connectivity of 33/6.6/0.415 kv for the pumping stations. The TPIA personnel are required to carry out the above works on behalf of the PD-cum-CE (Owner) jointly with the representative of the EPC contractor during the process of manufacturing/ Pre-dispatch stage, on receipt of materials, equipments at the site as well as during the execution of the project. 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 TPIA.

The Chief TPI Consultant is required to present himself in all review meetings as and when scheduled by the PD-cum-CE with relevant information.

SECTION – II
INSTRUCTIONS TO BIDDERS (ITB)

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

1	General Instructions:	1.1	<p>Under the Mega Lift Project implementation program in the state 9 nos of Lift Irrigation Schemes are being executed in Cluster -IV with each scheme having CCA between 500Ha to 2000Ha totaling to 12,900 Ha and the Cluster will have power system connectivity from local grid substations maintained by Odisha Power Transmission Corporation.</p> <p>The list of LI Schemes of Cluster-I are given in Annexure-I enclosed.</p>
2	Definitions:	2.1	<p>Government / Owner / Employer: Means the Government of Odisha / Department of Water Resources and shall include its appointed officers of the Megalift Projects, legal representatives, successors and assigns.</p>
		2.2	<p>"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 .</p>
		2.3	<p>Engineer/Engineer-in-Charge: Means the Executive Engineer in charge of the works, specified parts of the works under the contract or such other departmental Assistant Engineers or Junior Engineers to whom the Engineer-in-charge may have delegated certain duties, acting separately within the scope of the particular duties entrusted to them.</p> <p>The consultant will be given a copy of the 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</p>

		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 (TPIA) 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	"TPIA" shall mean the Third Party Inspection Agency who shall be selected and appointed through limited tender among shortlisted Consulting Agencies for inspection of the materials & equipments during the process of manufacturing/pre-dispatch stage, on receipt of materials & equipments at site/store as well as

			during execution of each Lift Irrigation Schemes under the Clusters and shall include such successful Bidder's legal representatives, successors and permitted assigns. The term "Consultant"/"Agency" shall also construe TPIA.
		2.12	" LOA" i.e. "Letter of Award" shall mean the official letter issued by the Owner notifying the TPIA 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 TPIA 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 signing of Contract for the TPIA work.
		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 TPIA	3.1	<p>Scope of Work:</p> <ul style="list-style-type: none"> (i) Planning, Scheduling & Programme Control of Inspection of materials & equipments etc based on the EPC Contract of the works (ii) Management and Co-Ordination. (iii) Quality Assurance & Quality Control (iv) Time Management for project delivery (v) Expediting. (vi) Progress Reporting. (vii) Commissioning and Start-up Assistance. (viii) Final Documentation. <p>Note: Please refer to Section-IV for ;</p> <ul style="list-style-type: none"> i. The detailed Scope of Works ii. Deliverables by TPIA. iii. OWNER's Responsibilities.
4.	Eligibility of the Bidder	4.1 4.2	<p>To establish their eligibility for Appointment as Third Party Inspection Agency the shortlisted firms shall submit their Techno-Commercial Proposal consisting of the following:</p> <ul style="list-style-type: none"> a) Annual Financial Turn over for last 5 years. The firm shall be a profit(net) making firm and shall have made profit in each of the last two Financial Years and at least one out of the three financial years immediately preceding the last two years. Bidder shall submit attested copies of Auditor' reports along with audited Balance Sheets and Profit & Loss statements for the last five financial years. Specific reference with page no of document satisfying the profitability

			<p>criteria shall be indicated.</p> <ul style="list-style-type: none"> b) Similar Work Experience c) Solvency Certificate from a Nationalised or Scheduled Bank issued not earlier than 6 months from the last date of submission of bid d) Records of Poor performance such as abandoning the work, non completion of the contract, inordinate delays in completion e) Litigation History f) CV of key Personnel Proposed for the work <p>Non-compliance to the above requirement even after seeking necessary clarification shall constitute the offer non-responsive.</p>
5.	Documents Comprising the Bid	5.1	<p>The bid shall comprise two envelopes submitted separately but under one cover; one envelope containing the Techno-Commercial Proposal and the other containing the Price Proposal for Appointment of TPIA. The envelope containing Techno-Commercial Proposal shall be superscribed as Part-I (Techno-Commercial Proposal) as under:</p> <p>Part-I:</p> <ul style="list-style-type: none"> • Techno-Commercial Proposal: • RfP Ref. No..... • Date & Time of submission Bid Document:..... <p>The envelope containing Price proposal shall be superscribed as Under;</p> <p>Part-II:</p> <ul style="list-style-type: none"> • Price Proposal: • RfP Ref. No..... • Date & Time of submission Bid Document:... <p>Price Proposal for the Clusters shall be submitted in FORM F-1 to F-2 of the RfP document.</p> <p>Both the envelopes properly sealed shall be placed in a common cover which will be superscribed as under;</p> <ul style="list-style-type: none"> • Techno-Commercial & Price

			<p>Proposals.</p> <ul style="list-style-type: none"> • Clusters: IV • RfP Ref. No.:..... • Last Date & Time of Bid Submission..... • Name of the Bidder..... <p>The Techno-Commercial Proposal for the Clusters shall be submitted as required under this RfP including Prescribed Format: T-1 to T-5 .</p> <p>The consultant firm(s), whose Techno-Commercial Proposals do not conform to the specified requirements will be rejected as non-responsive Bids.</p> <p>Price Proposals of Techno-Commercially acceptable bidder(s) for the Clusters shall be opened and evaluated.</p>
6.	<p>Cost of Bidding/ Cost of Bidding Document/ EMD</p> <p>Cost of bidding Document</p> <p>EMD/Bid Security</p>	<p>6.1</p> <p>6.2</p> <p>6.3</p>	<p>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.</p> <p>The bidder shall pay alongwith the Techno Commercial Bid Rs 10,000/- (Non Refundable) in shape of Demand Draft drawn on any nationalized bank payable to Executive Engineer, Mega lift Projects, Sonapur payable at Sonapur, Odisha</p> <p>The bidder shall pay along with the Techno Commercial Bid Rs. 1,69,000/ - in shape of Fixed Deposit Receipt (FDR) drawn on any nationalized bank pledged in favour of the Executive Engineer, Mega lift Projects, Sonapur, Odisha</p> <p>6.3.1 The EMD must be paid in full without concession.</p> <p>6.3.2 The EMD will be retained in the case of successful bidder and will not carry any interest and will be dealt with as provided in the bid.</p> <p>6.3.3 EMD will be refunded to the qualified but</p>

			<p>unsuccessful bidder promptly after the work is awarded and contract signed.</p> <p>6.3.4 The EMD shall be forfeited</p> <ol style="list-style-type: none"> a. If the Bidder withdraws the Bid during the validity period of Bid. b. In case of successful Bidder, if he fails to submit ISD as specified in instructions to bidder. c. In the case of a successful Bidder, if he fails to sign the Contract for whatever the reason. <p>6.3.5 If required, the Department may request to extend the bid validity period. In such case the validity period of the EMD may be extended by the bidder for a further period as requested by the department if the bidder agrees to extend the validity period of the bid.</p> <p>6.3.6 In case of forfeiture of E.M.D., bidder shall be disqualified and shall not be allowed to bid for further work under the department for a period of three years.</p>
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	Bidders may seek clarifications in writing relating to preparation and submission of bids, scope of works, GCC etc. prior to the Pre-bid Conference. Such requests will be submitted at least 2 days (excluding the date of Pre-bid meeting) before the date of Pre-bid meeting. Bidders' queries will be discussed in the pre-bid conference. The explanations to the queries and/or addenda to the RfP document shall be issued in writing.
		9.2	No clarification shall be entertained after the pre-bid conference.
10.	Pre-Bid Conference	10.1	A pre-bid conference will be held tentatively on the 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.
		11.2	OWNER, at its discretion for any reason at its own initiative may add, modify or remove any element of the Services entirely or any part thereof from the bid document till the time of deadline for submission of bid. All bidders will be notified of any such change.
		11.3	In order to provide prospective Bidders reasonable time to take the amendments into account in preparing their bids, OWNER may, at its discretion, extend the last date for the submission of Bids.
		11.4	Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all shortlisted bidders who have obtained the Bidding Document directly from OWNER and/or through OWNER's website.
12.	Currencies of Bid	12.1	Bidders shall express their bid price in Indian Rupees only
13.	Period of Validity of Bids	13.1	Bids shall remain valid for 180 days from the due date of submission of the Bids. A Bid valid for a shorter period shall be rejected by OWNER as non-responsive.
14.	Deadline for Submission of Bids	14.1	Bids must be received by OWNER not later than the date and time, and at the address indicated in the Bid documents.
		14.2	OWNER may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document, in which case all rights and obligations of OWNER and Bidders shall stand for the extended dead line as it stood for the original dead line.
15.	Late Bids	15.1	OWNER shall not consider any Bid that arrives after the deadline for submission of Bids. Any Bid received by OWNER after the deadline for submission of Bids shall be declared late, rejected, and shall be returned unopened to the Bidder.
16.	Withdrawal, Substitution, and Modification of Bids	16.1	No Bid shall be withdrawn, substituted, or modified after the deadline for submission of bids.
17.	Bid opening	17.1	OWNER shall conduct the opening of Techno-Commercial Proposals in the presence of

		17.2	<p>Bidders' representatives who choose to attend, at the address, date and time specified in the Bid Documents.</p> <p>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.</p>
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

		19.8	clarification from the bidders relating to their Techno-Commercial Proposal giving a deadline for submission of the clarification.
		19.9	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 these 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	The bidder shall offer the bid price as per the FORMAT in Section-VI.
		20.2	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.
		20.2	Except as provided in sub-clauses herein above, OWNER shall reject the Price Proposal if the same contains any other computational or arithmetic discrepancy or error.
21.	Communication of Price Bid Opening	21.1	All the Techno-Commercially acceptable bidder(s) shall be communicated of the date, time & venue of the Price bid opening at least 07 days in advance.
22.	Comparison & Evaluation of Price Bids	22.1	OWNER shall evaluate Prices for these Clusters of those bids which are Techno-Commercially determined to be substantially responsive and acceptable.
		22.2	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	<p>25.1 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.</p> <p>25.2 Until a formal Contract is prepared and executed, the Letter of Award shall constitute a binding Contract.</p> <p>25.3 Within 07 days of LOA, the TPIA shall sign, date, and return the LOA copy to the Owner as acknowledgement.</p>
26.	Signing of Contract	26.1	<p>26.1 Within 30 days of award of LOA, the TPIA shall sign the contract documents in non-judicial stamp paper subject to fulfillment of the following conditions and send it back to OWNER.</p> <p>The conditions are;</p> <p>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.</p> <p>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.</p>
27.	Local Conditions	27.1	27.1 It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. OWNER shall not entertain any request for clarifications from the bidders, regarding such local conditions. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the contract awarded, on account of local condition, will be entertained by OWNER. Neither any change in the time schedule of the contract shall be permitted by OWNER.

28.	Disclaimer	28.1	<p>This Request For Proposal (RfP) has been prepared by OWNER for selection of Third Party Inspection Agency (TPIA) for construction of Mega Lift Schemes in two clusters with 33/6.6/0.415 kV sub-stations with associated lines within the State of Odisha.</p> <p>Though adequate care has been taken while preparing the RfP documents, the Bidder shall satisfy himself that document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately for discussion and resolution in pre-bid conference, after the pre-bid conference the bid document taking in to account amendment if any arising out of the pre-bid conference will be assumed to be complete in all respects unless an intimation is received to the contrary from the bidder.</p> <p>While this RfP has been prepared in good faith, the OWNER does not make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omission herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP, even if any loss or damage is caused by any act or omission on their part.</p> <p>All information submitted in response to RfP shall become the property of OWNER and OWNER does not accept any responsibility for maintaining the confidentiality of the material submitted or any trade secrets or proprietary data contained therein.</p> <p>In submitting a proposal in response to the RfP, each bidder certifies that it understands, accepts and agrees to the disclaimers on this page. Nothing contained in any other provision of the RfP not any statements made orally or in writing by any person or party shall have the effect of negating or superseding of the disclaimers set forth on this page.</p>
29.	Time period of Contract:	29.1	<p>The time period for completion of the contract is 30 months from the effective date of the contract.</p>

			<p>Time is the essence of the Contract; TPIA shall endeavor to complete the contract within the contractual period by all means.</p> <p>However, under unforeseen circumstances for reasons not attributable to TPIA, OWNER reserve the right to extend the contract period.</p>
30.	Confidentiality	<p>30.1</p> <p>30.2</p>	<p>Information relating to the examination, evaluation, comparison of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.</p> <p>Any attempt by a Bidder to influence OWNER in the examination, evaluation, comparison of the Bids or Contract award decisions may result in the rejection of its Bid.</p>
31.	Date , Time & Place of Pre Bid Conference	31.1	<p>Date.: & Time :</p> <p>Place: O/o Project Director cum Chief Engineer, PMU, Mega Lift Project, Central Minor Irrigation Circle Building, A 8/2, Bhoi Nagar, Bhubaneswar-751022</p>
32.	Last Date , Time & Address of submission of Bid	32.1	<p>Date.: 02.04.2019 & Time.: up to 5:00 PM</p> <p>Address:O/o Project Director -cum- Chief Engineer, PMU=, Mega Lift Project, Central Minor Irrigation Circle Building, A 8/2, Bhoi Nagar, Bhubaneswar-751022</p> <p>Phone: 0674 - 2567252</p>
33.	Date ,Time & Place of Opening of the 1 st part (Techno-commercial) Bid	33.1	<p>Date.:04.04.2019 & Time: 11.30 AM</p> <p>Place: Project Director -cum- Chief Engineer, PMU, Mega Lift Project, Central Minor Irrigation Circle Building, A 8/2, Bhoi Nagar, Bhubaneswar-751022</p>

SECTION – III

GENERAL CONDITIONS OF CONTRACT

Section- III
General Conditions of Contract

1.Appointment	1.1	OWNER shall appoint the TPIA to carry out the scope of services as mentioned at Section-IV. The TPIA 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 TPIA 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

		<p>same from time to time;</p> <p>d) a word in the singular includes the plural and a word in the plural includes the singular;</p> <p>e) a word importing a gender includes any other gender;</p> <p>f) a reference to a person includes a partnership and a body corporate;</p> <p>g) a reference to legalization includes legalization repealing, replacing or amending that legalization;</p> <p>h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.</p> <p>i) in the event of an inconsistency between the terms of this Contract and the Bid document and the proposal, the terms of this contract hereof shall prevail.</p>
	5.2	<p>Entire Contract: The Contract constitutes the entire contract between OWNER and the TPIA and supersedes all communications, negotiations and contracts (whether written or oral) of parties with respect thereto made prior to the date of Contract relating to this contract.</p>
	5.3	<p>Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p>
	5.4	<p>Non-waiver : Subject to GCC, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p>
	5.5	<p>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</p>

		<p>extent to which it is being waived.</p> <p>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.</p>
6. Language	6.1	<p>The Contract as well as all correspondence and documents relating to the Contract exchanged by the TPIA 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.</p>
	6.2	<p>The Bidder shall bear all costs of translation to English and all risks of the accuracy of such translation.</p>
7. Corrupt Practices	7.1	<p>OWNER requires TPIA to observe the highest standard of ethics during the execution of such contracts.</p> <p>(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;</p> <p>(b) OWNER will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent,</p>

		engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
8. Contract Performance Bank Guarantee (CPBG)	8.1	The TPIA 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, estimated based on total number of man days. The amount of Contract Performance Bank Guarantee shall be specified at the time of awarding the contract to the successful bidder. The CPBG is for security towards satisfactory performance of the Contract valid for 54 months (30 months contract period plus 24 months towards defect liability period of works contract) confirmed by Bhubaneswar branch of the issuing bank to be encashable at Bhubaneswar.
	8.2	In the event TPIA 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 TPIA gets extended due to any reason, TPIA 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 TPIA not later than Thirty (30) days following the date of completion of the TPIA'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 Manpower the actual value of the contract

		may vary. The total contract price shall not be allowed to vary beyond $\pm 20\%$ 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 computed based on estimated mandays (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 cost, expenses and overheads, but exclusive of GST and shall be paid extra as per the prevailing rate during the period of Service.
	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 & TPIA as per standard practices of OWNER.
10. Terms of Payment	10.1	100% payment towards inspection shall be made on the monthly basis on receipt of bills supported by statements of inspection carried out during the month and duly certified by the Engineer-in-charge. The reimbursement of expenses as agreed upon shall also be made on monthly basis.
11. Taxes and Duties	11.1	The Price quoted by the TPIA shall be exclusive of GST for the entire scope of TPI specified under Section-IV.
	11.2	However, GST shall be paid extra as per the prevailing rate.
	11.3	TDS as applicable shall be deducted from payment to the TPIA while releasing the payment.
12. Statutory Obligation	12.1	The TPIA shall ensure that the statutory obligation have been fully complied under the contract with them.

13. Sub-contracting	13.1	Sub Contracting by the TPIA is not allowed.
14. Disclosure of Information	14.1	<p>The TPIA shall –</p> <ul style="list-style-type: none"> (a) keep all Records and other information in a secure location so that no unauthorized 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 – <ul style="list-style-type: none"> (i) required by law; or (ii) the OWNER’s Consent is obtained.
15. Liability/ Indemnity	<p>15.1</p> <p>15.2</p> <p>15.3</p>	<p>The TPIA hereby agrees to indemnify OWNER, for all conditions and situations mentioned in this clause, in a form and manner acceptable to OWNER. The TPIA agrees to indemnify OWNER and its officers, servants, agents (“OWNER Indemnified Persons”) from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:</p> <ul style="list-style-type: none"> i. any negligence or wrongful act or omission by the TPIA or its agents or employees or any third party associated with TPIA in connection with or incidental to this Contract; or ii. any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied Goods and Related Services or any part thereof. <p>The TPIA 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.</p> <p>Without limiting the generality of the provisions of this article 15.1 and 15.2, the TPIA shall fully indemnify, hold harmless and defend OWNER Indemnified Persons from and against</p>

		<p>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 TPIA in performing the TPIA's obligations or in any way incorporated in or related to the Project.</p> <p>15.4 If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the TPIA 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 TPIA 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 TPIA is unable to secure such license within a reasonable time, the TPIA shall, at its own expense, and without impairing the specifications and standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.</p> <p>15.5 Survival on termination.</p> <p>The provisions of this Clause shall survive Termination.</p> <p>Defence of Claims:</p> <p>15.5.1 If any proceedings are brought or any claim is made against OWNER arising out of the matters referred to Arbitrator. OWNER shall promptly give the TPIA a notice thereof, and the TPIA may at its own expense and in OWNER's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p>
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<p>16. Limitation of Liability</p>	<p>16.1</p>	<p>Except in cases of gross negligence or willful misconduct :</p> <p>a) neither party shall be liable to the other party for any indirect or consequential 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 TPIA to pay liquidated damages to OWNER; and</p> <p>b) the aggregate liability of the TPIA 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 TPIA to indemnify OWNER with respect to patent infringement.</p>
<p>17. Settlement of Disputes & Arbitration:</p>	<p>17.1</p> <p>17.2</p>	<p>Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.</p> <p>If any dispute or difference of any kind, whatsoever, shall arise between the Owner and the TPIA 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 TPIA.</p> <p>Save as hereinafter provided, such decision in</p>

	17.3	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 TPIA 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 TPIA 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 TPIA 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 TPIA has thereby been affected in the performance of any of its obligations under the Contract.
20. Force Majeure	20.1	The TPIA 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 TPIA that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the TPIA. 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 TPIA 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 TPIA 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 TPIA 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.

<p>21. Change Orders and Contract Amendments</p>	<p>21.1</p> <p>21.2</p> <p>21.3</p>	<p>OWNER may at any time order the TPIA 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 TPIA.</p> <p>If any such Change Order causes an increase or decrease in the cost of, or the time required for, the TPIA'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 TPIA for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the TPIA's receipt of OWNER's Change Order.</p> <p>No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.</p>
<p>22. Default of the TPIA</p>	<p>22.1</p> <p>22.2</p>	<p>If the TPIA –</p> <ul style="list-style-type: none"> (a) fails to observe or perform any of its obligations pursuant to the Contract; (b) fails to comply with a direction of the Project Director given in accordance with the provisions of the Contract; (c) assigns the Contract or any of its benefits or purports to assign, subcontract or otherwise divest itself of any of its obligations under the Contract without the Principal's Consent; (d) enters into any arrangement or proceedings for the purpose of insolvency administration or is placed under official management; or (e) abandons or refuses to proceed with the Consultancy Services; (f) creates a conflict of interest under these Conditions of Contract, (g) fails to deliver to the OWNER any as-constructed documentation as specified in the Scope Of Work, <p>The OWNER may suspend payment under the Contract and shall notify the TPIA in writing specifying the reason for the notice and requiring the TPIA to show cause within thirty (30) days from the giving of such notice why the appointment of the</p>

	22.3	Consultant should not be terminated. If the TPIA 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 TPIA by notice to the TPIA by the date specified in the notice.
	22.4	On termination of the appointment of the TPIA 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 TPIA under the Contract.
23. Default of the OWNER	23.1	If the OWNER commits a substantial breach of the Contract, the TPIA 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 TPIA 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 TPIA may by notice to the OWNER terminate the Contract.
	23.4	The TPIA 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 TPIA, terminate the Contract in whole or in part: (i) if the TPIA fails to deliver any or all of the Services within the period specified in the

		<p>Contract, or within any extension thereof granted by OWNER pursuant to GCC; or</p> <p>(ii) if the TPIA, 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</p> <p>(iii) if, any representation made by the bidder in the proposal is found to be false or misleading; or</p> <p>(iv) if the TPIA 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.</p> <p>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 TPIA shall be liable to OWNER for any additional costs for such Services. However, the TPIA shall continue performance of the Contract to the extent not terminated.</p>
	24.2	<p>Termination for Insolvency: OWNER may at any time terminate the Contract by giving Notice to the TPIA if the TPIA becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the TPIA, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to OWNER.</p>
	24.3	<p>Termination for Convenience: OWNER, by Notice sent to the TPIA, 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 TPIA under the Contract is terminated, and the date upon which such termination becomes effective.</p>

	24.4	<p>Consequences of Termination: Upon Termination of the Contract, the TPIA shall:</p> <ul style="list-style-type: none"> (i) Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the OWNER (ii) The OWNER with designated team will review and approve the Exit plan. In case of discontract, OWNER shall provide an exit plan to the TPIA to which TPIA will abide by. (iii) The TPIA 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 TPIA shall not assign, in whole or in part, their obligations under this Contract.
26. Confidential Information	<p>26.1</p> <p>26.2</p> <p>26.3</p> <p>26.4</p>	<p>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.</p> <p>After the entering of the contract OWNER and the TPIA 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.</p> <p>OWNER shall not use such documents, data, and other information received from the TPIA for any purposes unrelated to the Contract. Similarly, the TPIA 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.</p> <p>The obligation of a party under GCC Sub-Clauses 26.1 and 26.2 above, however, shall not apply to information that:</p>

		<p>26.4.1 OWNER or TPIA need to share with the institutions participating in the financing of the Contract;</p> <p>26.4.2 now or hereafter enters the public domain through no fault of that party;</p> <p>26.4.3 can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or</p> <p>26.4.4 Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality</p>
	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	All services provided to OWNER by bidder are subject to Country public disclosure laws such as RTI etc.
	27.2	The TPIA shall not make or permit to be made public announcement or media release about any aspect of this Contract unless OWNER first gives the TPIA its written consent.
28. Review of Performance	28.1	A designated team / person from OWNER may review the performance of TPIA against the TPIA 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 TPIA.

29. Adherence to safety procedures, rules, regulations and restriction	29.1	TPIA 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.
	29.2	The TPIA shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. TPIA'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.
	29.3	The TPIA 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.
	29.4	OWNER will be indemnified for all the situations mentioned in this clause in the similar way as defined in GCC.
	29.5	The employees engaged by the TPIA 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 TPIA solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The TPIA

		<p>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 TPIA assigns those Intellectual Property Rights to OWNER on creation.</p>
	31.2	<p>The TPIA 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 TPIA 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 TPIA or its personnel during the course of performance of the Related Services. In case of any infringement by the TPIA, the TPIA shall have sole control of the defense and all related settlement negotiations.</p>
	31.3	<p>Subject to sub-clauses 31.1 to 31.2, the TPIA shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the TPIA that existed before the effective date of the contract.</p>
32. Survival	32.1	<p>The clauses of this contract, which by nature are intended to survive termination of this contract, shall remain in effect after such termination.</p>
33. Conflict of Interest	33.1	<p>The TPIA 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</p>

	<p>33.2</p> <p>33.3</p> <p>33.4</p>	<p>arises (without limitation, because of work undertaken for any person other than the OWNER) the TPIA undertakes to notify the Project Director immediately in writing, of that conflict of interest.</p> <p>The TPIA shall take all reasonable measures to ensure that its employees, agents and subcontractors do not, during the currency of the Contract, engage in any activity or obtain any interest which is in conflict with providing the Consultancy Services to the OWNER fairly and independently. Any such activity must be disclosed in writing to the Project Director immediately.</p> <p>Where the Project Director receives a notice of conflict of interest under Clause 33.1 or 33.2, the OWNER may proceed under clause 33 of the Contract, to terminate the Contract.</p> <p>The TPIA 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. TPIA shall not be hired for any assignment that would be in conflict with their prior or current obligations to other OWNERS, or that may place them in a position of being unable to carry out the assignment in the best interest of the Owner.</p>
<p>34. Conflict among assignments</p>	<p>34.1</p>	<p>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</p>

		purchase nor advise purchasers of, such assets.
35. Professional Liability.	35.1	The TPIA is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. As the TPIA'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 TPIA is entitled to receive under its insurance, whichever is higher; and (c) any such limitation may deal only with the TPIA's liability toward the employer and not with the TPIA's liability toward third parties.
36. Staff Appointment / Substitution.	36.1	TPIA shall ensure to appoint its personnel from the names of Key Staff proposed in techno-commercial proposal as per the requirement of different offices and shall be duly approved by the PD-cum-CE.
	36.2	In the event, the required Key Staff is not appointed, the OWNER shall notify TPIA on the failure of the TPIA to make necessary appointments and TPIA shall appoint such Staff /personnel within one month of such notice.
	36.3	During an assignment, if substitution is necessary, the TPIA shall propose other staff of at least the same level of qualifications for approval by the Owner.
37. Cessation of Responsibility	37.1	All responsibilities of TPIA 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 TPIA's SERVICES and payments by OWNER to TPIA 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 TPIA in writing to make any changes, modifications, deletions and/or additions to TPIA 's scope of works. TPIA shall review such written requests and if such changes and additions would jeopardize fulfillment of any of TPIA 's obligations under this CONTRACT, TPIA 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, TPIA 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 TPIA receives written authority from OWNER on variation in prices and time schedule, TPIA 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 THIRD PARTY INSPECTION AGENCY (TPIA)

A. General Scope Of Work

The strategy developed for the Project is based on a philosophy that a Third Party Inspection Agency (TPIA) will be appointed to manage and control various aspects of Procurement and Installation of Quality materials and equipments in the project being implemented through EPC Contractor. All the major incoming materials and equipments bought out by the EPC contractor as per the approved Design and Drawings by the owner are to be inspected jointly by the representatives of the EPC Contractor and by the qualified inspector of the TPIA on behalf of OWNER following an approved QC & QA plan. It shall be ensured that the project is executed by the EPC Contractor within schedule time of completion without any delay in providing the Inspection Services.

TPIA shall establish an exclusive team for the Third Party Inspection Services having experience in similar work & necessary skills and disciplines needed for professional service on behalf of OWNER.

As regards inspection of materials and equipments, the representatives of the TPIA shall make joint inspection with representative of the EPC Contractor as per the approved QA Plan during the process of manufacturing/Pre-dispatch stage, on receipt of materials, equipments at site/store as well as during execution of the project.

In general, TPIA 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:

1. REVIEW AND VET FOR APPROVAL BY QUALITY ASSURANCE & QUALITY CONTROL PLAN

- I. The TPIA is required to review all the Quality Assurance Plans (QAP) submitted by the EPC Contractor and vet for approval by the Owner. before procurement of materials and equipments.
- II. Expediting the TPI services formulating proper procurement plan of similar materials and equipments of all the schemes of

the cluster contractor for timely inspection with optimum manpower deployment by TPIA.

2. SHOP INSPECTION

TPIA will carry out inspection of major items of incoming materials such as pumps including motors, valves, pipes of all types, electrical equipments, transformers, panel boards control panels and circuit breakers at supplier's works or sub supplier's works and, if found confirming to test requirement, may give clearance for the same in consultation with the Engineer-In-Charge/Owner. The inspection services in general will cover the following aspects:

- i. Review the fabrication, manufacturing procedures etc. of D.I Pipe Line including approval.
- ii. Approve deviations from specifications/procedures for inspection in consultation with client.
- iii. Organize and coordinate with owner/PMC for third party inspection.
- iv. The inspection of equipments/materials shall be done as per the conditions spelt out in the approved QAP of the manufacturer.
- v. To carry out stage inspection during the manufacturing process as per approved QAP.
- vi. To carry out final inspection test(s) after completion of manufacturing process as per approved QAP.
- vii. To accept satisfactory inspection test(s) in the format to be jointly signed with the concerned engineer of the vendor and the representative of EPC Contractor.
- viii. To report deviations in the quality checks with recommendations for acceptance/rejection/repairs, in case of unsatisfactory inspection tests.

3. OTHER RESPONSIBILITIES

- i. Provide assistance to OWNER after commissioning of LI Schemes, for settlement of disputed claims raised by the contractors / vendors and arbitration cases etc.
- ii. Submission of monthly progress report (04 sets).
- iii. List of Materials & Equipments broadly covered in the scope of procurement by the EPC contractor is given in annexure – 1.
- iv. TPIA shall provide assistance to Owner during installation/commissioning/ Post commissioning of LI Schemes.
- v. The representatives of the TPIA shall make joint inspection with representative of the EPC Contractor as per the approved QA Plan during receipt of materials, equipments at site/store as well as during execution of the project i.e. erection of electrical, electro-mechanical, mechanical installations, alignment fit up of pipes, fittings of valves and reducers and joints etc.

SECTION – V

MODALITY OF INSPECTION WORK – MANPOWER DEPLOYMENT

1. The TPIA Shall engage Resident Inspection Officer assisted by qualified inspectors to take up the inspection works. The EPC contractor shall issue inspection calls through the Employer depending on the procurement plan of the vendors. The man days required for the inspection shall be mentioned in the call letter.
2. After completion of the inspection work, inspection reports shall be jointly signed by the Inspector/representative of EPC Contractor and the Quality Engineer of the Vendor.
3. In case of Lapses in the inspection tests or deviations, the same shall be brought to the notice of Employer by email scanned copy.
4. At the end of each calendar month, Resident Inspection Officer shall prepare the Monthly Summary of Inspection Report of the materials & Equipments undertaken and submit to the Owner's designated officer within a week of the following month. The format of the Summary Report of Inspection is given below.
5. TPIA shall furnish details of the Proposed Resident officer with their mobile no. e-mail address.
6. All labour regulation laws like PF, ESI, Insurance and other statutory formalities including safety requirements and rules and regulations of EPC Contractor/ vendors shall be followed by the TPIA.
7. Owner shall not be responsible for any injury or damage caused to the TPIA staff/property during the course of inspection work.
8. Due to tight project completion schedule, the inspection work may have to be undertaken at odd hours and on Sundays/holidays if the situation so warrant within the accepted man-day rates.
9. The list of vendors approved for procurement of different materials and equipments by the EPC Contractor is given in Annexure – 4.

Monthly Summary Report of Inspection

Name of the Project : _____
 Reference Order : _____
 Month of Inspection : _____
 Name of the Vendor works : _____
 Name of the works where Inspection is Carried out : _____

Sl No.	Date of Inspection Call/ E mail	Date of Inspection Proposed	Date of Inspection Actual	No of days delayed	Description of item	Quality Plan No.	Clause No. of Quality Plan	Inspection activity	Type of Check	Area of work
1	2	3	4	5	6	7	8	9	10	11

Inspected by.	Inspection Report ref	Accepted/ Not Accepted	Number of Mandays	Remarks if any
12	13	14	15	16

EPC Contractor
 Signature : _____

Inspection Agency : _____
 Signature : _____

Seal of Company

Seal of Company

QC Engineer of Vendor
 Signature : _____

Note : Copy of Inspection call notice to be attached

SECTION – 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 TPIA, reference number

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 Staff & Assignment			
03	Form T-3	CVs of Key Staff			
04	Form T-4	Deviations/No Deviations Confirmation, Comments & Suggestions			
05	Form T-5	Proforma of Certificate Regarding Acceptance of conditions of contract			
TOTAL PAGES (SL NO. 1 TO 5)					

I hereby accept and shall abide by the scope of works, responsibility & Deliverables and all Terms and Conditions of RfP document unconditionally. Affidavit to the effect of correctness of all documents furnished in the RFP duly notarized is enclosed.

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.	Name of Key Staff	Position	Assignment

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 TPIA

Note:

Minimum Qualification:

Key staff assigned must be Engineering Graduate having five years experience/Diploma engineer having ten years experience in the field of inspection and testing of equipments/system elements relevant to Electro-mechanical and Power system connectivity.

**Form T-3:
CVs of Key Staff**

The format for submission of CVs is the following:

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

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

8. Education/Training Programmes: (Under this heading, summarise college/ university and other specialized 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 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 Project, Central Minor Irrigation Building,
A 8/2, Bhoi Nagar, Bhubaneswar-751022

Sub.: -----

1. With reference to your RfP No. ----- dated -----
--for "Appointment of TPIA, 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) General Conditions of Contract
 - b) Terms of Payment
 - c) Scope of work including deliverables
 - d) Contract Performance Guarantee.
 - 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).....

SECTION- VI (B)
PRICE PROPOSAL

**Form F-1:
PRICE PROPOSAL
Forwarding Letter**

From:

To:

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

Sir,

Appointment for TPIA, reference number : _____

I, _____ of M/S _____
(Bidder) herewith submit the **Price Proposal** in the following Forms, against the subject RfP for consideration of our bid.

1. **SCOPE:** nos of Mega Lift Irrigation Schemes in Cluster no.
2. RfP Identification No.....
3. Name of the Consultant Firm:.....

Price Proposal :

The **PRICE proposal (PART-II)** 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. TPIA 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 exclusive of GST.
3. Price quoted in deviation to above format shall not be considered for evaluation.

FORM F-2**FEE FOR THIRD PARTY INSPECTION**

1. SCOPE: 9 nos of Mega Lift Irrigation Schemes in Cluster no. IV.
2. RfP Identification No.....
3. Name of the Consultant Firm:.....

SI. NO	PARTICULARS	AMOUNT IN FIGURE	AMOUNT IN WORDS
1	Inspection fees per man-day at the site of Inspection		

Note :

1. The Inspection Fees per man-day quoted shall be inclusive of TA/DA and overhead expenses.
2. The proposal will be compared based on the per day Inspection fee.
3. The Man Day Rate shall be exclusive of GST. GST as applicable shall be paid extra.

Authorised Signature of the TPIA

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Section-VII

List of Annexure

ANNEXURE-1- List of Lift Irrigation Schemes

ANNEXURE-2 - Contract Form.

ANNEXURE -3 - Contract Performance Bank Guarantee.

ANNEXURE- 1
MEGA LIFT IRRIGATION SCHEMES UNDER CLUSTER- IV

Sl . N o.	Name of the Scheme	CCA. in Ha.	Name of River	Village	Block	District
1	2	3	4	5	6	7
1	Goinpura	1030	Mahanadi	Goinpura	Maneswar	Sambalpur
2	Kapasira	860	Mahanadi	Kapasira	Ullunda	Sonepur
3	Subalaya	1750	Mahanadi	Subalaya	Birmaharajpur	Sonepur
4	Badali	1300	Mahanadi	Badali	Ullunda	Sonepur
5	Chadheipank	860	Mahanadi	Chadheipank	Ullunda	Sonepur
6	Daloeba	1650	Mahanadi	Daloeba	Ullunda	Sonepur
7	Goudagaon	1650	Mahanadi	Goudagaon	Ullunda	Sonepur
8	Baghbar	1800	Mahanadi	Baghbar	Birmaharajpur	Sonepur
9	Chhatapipal	2000	Mahanadi	Chhatapipal	Sonepur	Sonepur
	Total	12900				

ANNEXURE- 2

Contract Form

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

WHEREAS OWNER invited bids for Services, viz.,
_____ and has accepted a Bid by the TPIA 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. the Detailed award of contract;
 - ii. the Special Conditions of Contract;
 - iii. the General Conditions of Contract;
 - iv. the Scope of Work
 - v. Instructions to bidders
 - vi. LOA to the TPIA for Award of Contract;
 - vii. TPIA's response (proposal) to the RfP, including the Bid Submission Sheet and the Price Schedules submitted;
 - viii. Appendices
 - ix. Acceptance of OWNER's LOA by the TPIA

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 TPIA as indicated in this Contract, the TPIA 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 TPIA 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 contract _____
on the day, month and year indicated above.

Signed by _____(Authorised official of the OWNER)

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

ANNEXURE- 3

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

Date:

Contract Name and No. :

To: _____ (Government of Odisha)
WHEREAS _____ (hereinafter "the
TPIA 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 TPIA shall furnish you with a security _____ issued by a reputable guarantor for the sum specified therein as security for compliance with the TPIA's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned

_____,
legally domiciled in _____,
_____, (hereinafter "the
Guarantor"), have agreed to give the TPIA a security:

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

Notwithstanding 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 TPIA:

(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 _____

