



GOVERNMENT OF ODISHA

DEPARTMENT OF WATER RESOURCES

BID Identification No: CCE-BHIP-HID-05/2026-27

Request for Proposal (RfP) **Engagement of** **Proof Engineering Consultant (PEC)** For

“Construction of Under Ground Pipeline System of Hadua Irrigation Project, Narasinghpur in District of Cuttack, Odisha including its distribution network, up to 1 Ha Chak with Outlet management System having total planned Culturable Command Area of 3641 Ha to supply irrigation water from Hadua Dam with provision for booster pump on EPC mode of contract (Turn Key Basis) including power connectivity, Electro-Mechanical components, , PIM and operation & maintenance of complete commissioned system for 5 years”

BID DOCUMENTS

- **Date and time of submission of the Bid** : From 10-00 A.M dt.24.07.2026 to 10.08.2026 up to 05:00P.M.
- **Date and time of opening of the Technical Bid** : Dt.11.08.2026 at 11:30 A.M.
- **Date and time of seeking Clarification :** From Dt.10:00 A.M dt. 24.07.2026 to 31.07.2026 up to 05-00P.M

Chief Construction Engineer
Brutang & Hadua Irrigation Project, Daspalla

TABLE OF CONTENTS

Sl.No.	Subject	Page
1.	SECTION-I: DETAIL NOTICE INVITING TENDER	3 – 7
2.	SECTION- II: PREFACE (ABOUT THE PROJECT)	8 – 11
3.	SECTION-III: INSTRUCTIONS TO BIDDERS (ITB)	12 – 20
4.	SECTION IV: GENERAL CONDITIONS OF CONTRACT	21 – 38
5	SECTION-V: SCOPE OF WORK & SERVICES	39 – 44
6.	SECTION- VI: MANPOWER/STAFF REQUIREMENT	45 - 46
7.	SECTION - VII (A)FORMS FOR SUBMISSION OF TECHNO-COMMERCIAL PROPOSALS	48 - 55
8.	SECTION - VII (B): PRICE PROPOSAL	56 - 60
9.	LIST OF ANNEXURE	61 - 65

SECTION – I

DETAIL NOTICE INVITING TENDER

OFFICE OF THE CHIEF CONSTRUCTION ENGINEER
BRUTANG & HADUA IRRIGATION PROJECT,DASAPALLA.
AT-TRINATH BAZAR, P.O-DASAPALLA,
DIST NAYAGARH,ODISHA, Pin-752084

[e-Mail:ccebhip@gmail.com](mailto:ccebhip@gmail.com)

"e" Procurement Notice. CCE-BHIP-05/2026-27 Dt. 21.07.2026
Bid Identification No. CCE-BHIP-HID-05/2026-27

The Chief Construction Engineer, **Brutang & Hadua Irrigation Project, Dasapalla**, on behalf of the Governor of Odisha, invites Request for Proposal On-line tenders in double cover system for the work "Engagement of Proof Engineering Consultancy (PEC) for Construction of Under Ground Pipeline System of Hadua Irrigation Project, Narasinghpur in District of Cuttack, Odisha including its distribution network, up to 1 Ha Chak with Outlet management System having total planned Culturable Command Area of 3641 Ha to supply irrigation water from Hadua Dam with provision for booster pump on EPC mode of contract (Turn Key Basis) including power connectivity, Electro-Mechanical components, PIM and operation & maintenance of complete commissioned system for 5 years.

1. Period of completion : 24 (Twenty four)calendar months including rainy seasons.
2. Date & time of availability of bid document in the portal : From 10-00 AM of dt. 24.07.2026 to 10.08.2026 up to 5-00 P.M.
3. Last date/Time for receipt of bids in the portal : 10.08.2026 up to 05-00 PM.
4. Date & time of opening of tender : 11.08.2026 at 11-30 AM
5. Name & address of the officer inviting Bid : Chief Construction Engineer,
Brutang & Hadua Irrigation Project,
Daspalla.Nayagarh Odisha.

Further details can be seen from the e-procurement portal <https://tendersodisha.gov.in>

Chief Construction Engineer
Burtang & Hadua Irrigation Project
Daspalla

**OFFICE OF THE CHIEF CONSTRUCTION ENGINEER
BRUTANG & HADUA IRRIGATION PROJECT, DASAPALLA.
AT-TRINATH BAZAR, P.O-DASAPALLA,
DIST NAYAGARH, ODISHA, Pin-752084**

[e-Mail:ccebhip@gmail.com](mailto:ccebhip@gmail.com)

"e" Procurement Notice. CCE-BHIP-05/2026-27 Dt. 21.07.2026

Bid Identification No. CCE-BHIP-HID-05/2026-27

DETAILED NOTICE INVITING TENDER

Name of Work	Bid Identification Number	Tender Cost. in lakh (approx.) (Excluding GST)/	Class/EMD / Fee /Period of completion
Engagement of Proof Engineering Consultant (PEC) for Construction of Under Ground Pipeline System of Hadua Irrigation Project, Narasinghpur in District of Cuttack, Odisha including its distribution network, up to 1 Ha Chak with Outlet management System having total planned Culturable Command Area of 3641 Ha to supply irrigation water from Hadua Dam with provision for booster pump on EPC mode of contract (Turn Key Basis) including power connectivity, Electro-Mechanical components, PIM and operation & maintenance of complete commissioned system for 5 years	CCE-BHIP-HID-05/2026-27	81.00	(1) Class - "Government Registered Firm" (2) EMD - Rs. 81,000/- (3) Fee - Rs. 10,000/- (Non Refundable) (4) Period of Completion - 24 (Twenty four) Calendar Months.

- A. Period of Completion : 24 (Twenty-four) Calendar Months.
- B. Date & Time of Availability of Bid Document in the Portal : From 10-00 A.M of dt.24.07.2026 to Dt .10.08.2026 up to 5-00 PM
- C. Period of Sale of Bidding Document : From 10-00 A.M of dt.24.07.2026 to Dt 10.08.2026 up to 5-00 PM.
- E. Last Date and Time for Receipt of Bid : 10.08.2026 up to 5-00 PM.
- F. Place of Sale & Receipt of Bid : On- Line through e-Procurement i.e. www.tendersodisha.gov.in
- G. Time and Date of Opening of Technical Bid : 11.08.2026 at 11-30 AM.
- H. Place of Opening of Bid : In the Chamber of the Chief Construction Engineer, B&HIP, Dasapalla
- 1.0** Particulars of DTCN
- a) Name of Department : Department of Water Resources, Govt. of Odisha.

b) Notice Number	:	BID Identification No. CCE-BHIP-HID-05/2026-27
c) Period of Contract	:	24 (Twenty-four) calendar months
d) Form of Contract	:	Request for Proposal (RfP)
e) Qualification of bidders	:	As per Section – IV GCC Clause 3.1 of RFP
f) Category	:	Consultancy Services
g) EMD/Bid Security	:	Rs. 81,000/-
h) Cost of Tender Document	:	Rs. 10,000/- in online mode
i) Bid Submission	:	Technical and Price bid by Online.
j) Bid Validity	:	120 days from last date of opening of bid.
k) Seeking clarification	:	From 10-00 AM dt 24.07.2026 to up to 31.07.2026 5-00 PM
l) Price Bid opening Date	:	Date & Place of Opening of Price Bid shall be Notified by the CCE, B&HIP, Dasapalla
m) Initial Security Deposit (ISD)	:	2% of value of the accepted bid
n) Authority Inviting Bid.	:	Chief Construction Engineer, Brutang & Hadua Irrigation Project, Dasapalla
o) Address with Contact Details :		Chief Construction Engineer, Brutang & Hadua Irrigation Project, Dasapalla e-Mail:- ccebhip@gmail.com
p) Download of tender Documents	:	

The tender documents are available from the date 24.07.2026 at 10-00 AM to date: 10.08.2026 at 5.00 P.M. in the website www.tendersodisha.gov.in. Interested bidders can view these bid documents online and can download tender documents. Bidders who wish to submit their offer shall pay required tender document fees in online mode.

2.0 OPENING OF TENDER

The Technical Bid will be opened on dated 11.08.2026 at 11-30 AM on website **www.tendersodisha.gov.in** as mentioned above. Intending bidders or their representatives who wish to participate in online opening can log on to **www.tendersodisha.gov.in** on the due date and time after online opening of the bid by the CCE, B&HIP, DASAPALLA, Dist:- Nayagarh. The bidders who are only one authorized representative who wish to remain present at the office of the Chief Construction Engineer, B&HIP, Dasapalla ,Odisha, Dist- Nayagarh at the time of opening can do so. The price bid will be opened after approval of technical bid by the competent authority.

3.0 GENERAL INSTRUCTIONS

- 3.1 The cost of bid document will not be refunded under any circumstances.
- 3.2 EMD in the form specified in bid document only shall be accepted.
- 3.3 The offer rate shall be valid for One Hundred (120) days from the date of opening of bid.
- 3.4 Tenders without cost of tender fees, Earnest Money Deposit (EMD) and which do not fulfill all or any of the condition or submitted incomplete in any respect will be rejected.

- 3.5 Conditional tender shall not be accepted.
- 3.6 The Chief Construction Engineer, B&HIP, Dasapalla the right to accept or reject any or all tenders without assigning any reason thereof.
- 3.7 The bid document shall form a part of contract and only required documents need to be uploaded during online bid submission for evaluation of bid.
- 3.8 The bidders are advised to read carefully the “Instruction to Bidders” contained in the tender documents.
- 3.9 The website address for e -tendering is www.tendersodisha.gov.in.
- 3.10 The details of the above notice will be available on www.tendersodisha.gov.in.
- 3.11 EMD and Copy of Tender Fee may be uploaded along with the bid document.
- 3.12 The dates stipulated in the NIT are firm and under no circumstances they will be relaxed unless officially extended/modified.
- 3.13 IT & GST will be deducted from the work bills as applicable as per the notification of Govt of Odisha issued from time to time.
- 3.14 Other terms and conditions shall be applied as per terms and condition of the tender documents.
- 3.15 **Joint Venture is not acceptable**
- 3.16 GST will be paid extra as per the notification of Govt of Odisha issued from time to time.
- 3.17 Further details can be seen from e-Procurement portal <https://tendersodisha.gov.in>

Chief Construction Engineer ,
Brutang Hadua Irrigation Project,Daspalla

SECTION – II

PREFACE (ABOUT THE PROJECT)

Section-II

PREFACE

1. Introduction:

Government of Odisha proposes to cover a command area of 3641 Ha of the Hadua Irrigation Project which is located near village Kharod in Badamba Block of Athagarh Sub-Division of Cuttack District. It envisages for creation of a reservoir scheme across the River Hadua, a tributary of river Mahanadi. The proposed Dam consists of 380 m of Concrete Gravity Dam including 62m long centrally located spillway. The project will provide irrigation of 3641 Ha of C.C.A with respect to 6205 Ha of G.C.A through Under Ground Pipe Line (pressurized flow System including micro-irrigation) with Outlet Management System up to 1ha chak. Moreover, it will provide irrigation facility to 3641 Ha in Khariff and 2957 Ha in Rabi.

The Government vide Department of Water Resources; Odisha have accorded approval to adopt the Under Ground Pipe Line System mode for completion of Main Canal of Hadua Irrigation Project instead of open canal system vide their TAC. No. 76th TAC meeting held on 29.03.2001. The distribution system through UGPL has been approved and A/A obtained from DoWR vide Ltr No. 33021/WR Dated 22.12.2021.

The main piped canal through UGPL is proposed to emanate from existing penstock from Hadua Dam. The UGPL system is contemplated to irrigate 3641 Ha in Khariff and 2957 Ha in Rabi through UGPL has been invited in EPC-Turnkey basis and under finalization at Government level.

2. Institutional Arrangement:

The UGPL work will be executed by Superintending Engineer, Hadua Irrigation Division, Narasinghpur under administrative control of the Chief Construction Engineer, Brutang & Hadua Irrigation Project, Dasapalla. The Contractor of UGPL work will submit all the planning, design, drawing, layout plan and other ancillary information/ documents related to UGPL system for Hadua Irrigation Project to the Engineer-in-charge. 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 Construction Engineer, Brutang & Hadua Irrigation Project, Dasapalla and for Quality Control & Quality Assurance, Third Party Inspection of Materials & Equipment's, Government of Odisha intends to engage Third Party Inspection Agency (TPIA) under the CCE, B&HIP, Dasapalla

The implementation period for the EPC work contract is twenty four calendar months. This Request for Proposal is for the Purpose of appointment of Proof Engineering Consultant (PEC) having expertise for vetting of the planning, design, drawings & layout plan of the entire project work.

Funding arrangement:

The scheme is being funded under Canal [STATE SECTOR\(WSDIP\)](#).

3. Project components:

The Project includes:

- i) Rising main/Pressure mains with the provision of Y-piece from existing penstock of combined sluice (Irrigation and power) or from intake structure.

- ii) Delivery chamber(optional) and distribution through pipe systems including civil, mechanical & electrical equipments.
- iii) Providing permanent service road for the access to pump house & switch yard for ease of maintenance.
- iv) Constructing pump (intake/booster) house with panel room and operator room.
- v) Electrical Distribution Sub-Stations, System networking & connectivity with nearest 132/33KV Grid Sub-Station and associated system protection schemes.
- vi) Instrumentation & control works covering pumping system and electrical system.
- vii) Mechanical Works: Pumping machinery and all related mechanical equipment.
- viii) Electrical Works : Electric Equipment
- ix) Instrumentation Works: Instrumentation Equipment
 - Power System Connectivity-Power system connectivity from the identified local grid stations as defined under Basic project Profile .
 - The UGPL (pressure flow) network for HADUA IRRIGATION PROJECT includes providing supplying, laying, jointing of pipes etc. for distribution system works. The off taking structures, structures of road crossings, control structures, air valves, blow off assemblies, flush valves, turnout structures etc. required for providing irrigation to the entire command area of 3641 Ha efficiently up to 1.00 Ha size of chak.
 - Operation and Maintenance: The EPC contract also envisages five years Operation and Maintenance of UGPL System for the entire ayacut of the project.

5. **Proof Engineering Consultant (PEC):**

The Chief Construction Engineer, B&HIP, Dasapalla is desirous in implementing of UGPL system for Hadua Irrigation Project by appointing Proof Engineering Consultant (PEC), who shall be responsible for vetting the Planning, Design & drawings and layout plan of the entire project work done under the EPC contract along with relevant documentation. Detailed scope of work has been mentioned at section-V.

i. **PEC's Staff Personnel:**

PEC shall engage sufficient and competent man power preferably from their own organization to carry out the above works as per category of manpower requirement given in Section-VI. Any outsourcing of man power in place of own man power shall be with prior approval of the Chief Construction Engineer, B&HIP, Dasapalla which should be decided before mobilization by PEC.

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

ii. **PEC's Establishment:** PEC shall have Office at Narasinghpur of Cuttack district adequately equipped with manpower, Furniture, Fixtures, Vehicles & Machines headed by one Chief Proof Engineering Consultant/Team Leader who shall be responsible for the overall vetting of the Design & Drawings submitted by the EPC Contractor for UGPL network.

PEC shall establish it's in-house expert teams for providing the consultancy services for timely vetting of the detailed engineering works of the EPC Contractor and submit the vetted drawings for approval.

PEC shall visit the sites periodically for resolving design related issues and also do the re-engineering works as per the site conditions at his own cost. PEC is to be adequately equipped with Experts, Support Staff, Furniture & Fixtures, Vehicles and Machines for discharging it's duties.

SECTION – III
INSTRUCTIONS TO BIDDERS (ITB)

Section -III

Instructions to Bidders (ITB)

1	General Instructions:	1.1	Hadua Irrigation Project will irrigate to an ayacut of 3641 Ha through UGPL (pressure flow) system. The Proof Engineering Consultant (PEC) will make vetting of the planning, design, drawings & layout plan of the entire project work done by the EPC contractor and will be approved by the Chief Construction Engineer, Brutang & Hadua Irrigation Project, Dasapalla.
2	Definitions:	2.1	Government / Owner / Employer: Means the Government of Odisha / Department of Water Resources (CCE, B&HIP, Dasapalla)/ CCE, B&HIP, Dasapalla.
		2.2	Engineer/Engineer-in-Charge : Means the Superintending Engineer/Executive Engineer in charge of the works, specified parts of the works under the contract or such other departmental Assistant Executive Engineer, Assistant Engineer or Junior Engineer to whom the Engineer-in- charge may delegate certain duties, acting separately within the scope of the particular duties entrusted to them. The consultant will be given a copy of the authorization designating the Engineer-in-charge by designation and delegating him his authority at the time when contract is signed. It is however, to be distinctly understood that, no delegation of powers shall be made to such departmental assistants or subordinates, except in respect of supervision to ensure compliance of the contract conditions.
		2.3	“Project” shall mean UGPL for Hadua Irrigation Project proposed for implementation by the Government in the State of Odisha over a period.
		2.4	“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 for submission of bid.
		2.5	“Bid” shall mean Techno-Commercial Proposal & Price Proposal in prescribed FORMS submitted in pursuance to RfP document.
		2.6	“Bidder” shall mean one Consulting Agency for the Proof Engineering Consultant (PEC) job, who quotes against this bid document, issued by the Owner and shall include his heirs, legal representatives, successors and permitted assigns.
		2.7	“Validity of the Bid”: the bidder shall keep the bid unchanged (that is, the Bidder shall remain committed to

			perform the full scope of the work and responsibilities as defined in RfP as per his/her 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.
		2.8	“PEC” shall mean the Proof Engineering Consultant Agency who shall be selected and appointed through tender for Monitoring & Supervision of UGPL and shall include such successful Bidder's legal representatives, successors and permitted assigns. The term “Consultant” shall also construe PEC.
		2.9	“LOA” i.e. “Letter of Acceptance” shall mean the official letter issued by the Owner notifying the PEC that his/herbid has been accepted and it shall include amendments thereto, if any, issued by the Owner.
		2.10	“Month” shall mean the calendar month and “Day” shall mean the calendar day.
		2.11	“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. In addition to this the successful bidder has to submit the total man-days cost for the entire project period.
		2.12	“Contract” shall mean the agreement signed by the Authorized representatives of Owner and the Selected PEC covering “the GCC, Scope of Works, Techno-Commercial Bid & Price Bid submitted by the Bidder, Letter of Award” including amendments and clarifications thereto, if any, issued by the Owner.
		2.13	“Effective Date of the Contract” shall mean the date of issue of Letter of Award for the work contract of the PEC.
		2.14	“Works Contract” shall mean contract awarded for construction of UGPL system of Hadua Irrigation Project.
		2.15	“Person” Word imparting ‘Person’ shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.
		2.16	“Other Terms & Expression” Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.
3.	Scope of PEC	3.1	Scope of Work: Note: Please refer to Section-V for i. The detailed Scope of Works

			ii. Deliverables by PEC. iii. OWNER's Responsibilities.
4.	Eligibility of the Bidder	4.1 4.2	To establish their eligibility 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-7) 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 parts. One part contains the Techno-Commercial Proposal (Part-I) and the other part contains the Price Proposal (Part-II) for Appointment of PEC. The Techno-Commercial Proposal for UGPL shall be submitted through online as required under this RfP including Prescribed Format: T-1 to T-7. Price Proposal for UGPL shall be submitted through online in FORM F-1 to F-3 of the RfP document. 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 bidder(s) shall be opened and evaluated.
6.	Cost of Bidding/ Cost of Bidding Document/ EMD Cost of bidding Document EMD/ISD provisions	6.1 6.2 6.3	The Bidder shall bear all costs associated with the preparation of the bid and submission of it's Bid and OWNER shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. The bidder shall transfer tender fee of Rs. 10,000/- in online mode and upload the confirmation along with Bid Document towards proof of payment. The bidder shall furnish EMD in online mode 6.3.1 The bidder shall be disqualified and shall not be allowed to bid for further work under the department for a period of three years : 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 @ 2% of the accepted bid value in shape of N.S.C/Post Office Savings Bank Account/Post Office Time Deposit Account/Kisan Vikas Patra/Bank Guarantee from any Nationalized/Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar duly pledged in favour of the Superintending Engineer, Hadua Irrigation Division, Narasinghpur. .C. In the case of a successful Bidder, if he fails to sign

			the Contract for whatever the reason.
7.	Language of Bid	7.1	The Bid, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and OWNER, shall be written in the English.
8.	Alternative Bids	8.1	The Bid shall be submitted strictly as per the tender requirement and as per the prescribed format. Alternative price bids shall be rejected.
9.	Clarification of Bidding document prior to submission of bid.	9.1	Interested bidder can seek clarification from the Chief Construction Engineer, Brutang & Hadua Irrigation Project, Dasapalla from 10-00AM dtd. 24.07.2026 To 10.08.2026 up to 5-00 PM through e-Mail: ccebhip@gmail.com
10.	Amendment of Bidding document	11.1 11.2 11.3 11.4 11.5	At any time prior to the deadline for submission of the Bids, OWNER may amend the Bidding Document by issuing addenda. All the clarifications requiring amendment will be consolidated and shall be hoisted on the Owner's website as amendment(s) to the RfP document. 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 bidders who have obtained the Bidding Document directly from OWNER and/or through OWNER's website.
11.	Currencies of Bid	12.1	Bidders shall express their bid price in Indian Rupees only
12.	Period of Validity of Bids	13.1	Bids shall remain valid for 120 days from date of opening of the Bids. A Bid valid for a shorter period shall be rejected by OWNER as non-responsive.
13.	Dateline 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 dateline 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.
14.	Late Bids	15.1	OWNER shall not consider any Bid that arrives after the dateline for submission of Bids. Any Bid received by OWNER after the dateline for submission of Bids shall be declared late, rejected, and shall be returned unopened to the Bidder.
15.	Withdrawal, Substitution, and Modification of Bids	16.1	No Bid shall be withdrawn, substituted, or modified after the dateline for submission of bids.
16.	Bid opening	17.1	OWNER shall conduct the opening of Techno-Commercial Proposals in the presence of Bidders'

		17.2	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.
17.	Responsiveness and Evaluation of Techno-Commercial Proposals.	18.1 18.2 18.3 18.4 18.5 18.6 18.7 18.8 18.9	A substantially responsive Techno-Commercial Proposal is one that confirms 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. All pages of the bid should be signed by the authorized representative of the bidder. The bid should conform to all conditions of bid submission laid down in ITB including full and unconditional compliance of ITB clauses No. 4, 5, 7, 8, 12, 13 and 14. Accordingly, OWNER shall determine substantially responsive Techno-Commercial Bids submitted by the bidder. 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. OWNER shall evaluate the Techno-Commercial aspects of the Bid 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. If required, OWNER may seek necessary clarification from the bidders relating to their Techno-Commercial Proposal giving a dateline for submission of the clarification. If the clarification is not received by the date line given above, the Owner shall proceed with the bid evaluation as per the information available. 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 is not substantially responsive in accordance with the requirement and compliances of the RfP document, it shall reject the concerned Bid as non-responsive.
18.	Bid Price	19.1 19.2	The bidder shall offer the bid price as per the FORMAT in Section-VII. 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.
19.	Communication of Price Bid Opening	20.1	All the Techno-Commercially acceptable bidder(s) shall be communicated of the date, time & venue of the Price bid opening at least 3 days in advance.
20.	Comparison & Evaluation of Price Bids	21.1 21.2	OWNER shall evaluate Prices 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-VII.
21.	OWNER 's Right to Accept Any Bid, and to Reject Any or All Bids	22.1	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.
22.	Award Criteria	23.1	The Owner shall award the Contract to the lowest evaluated responsive bidder (L-I), provided the price quoted is held to be reasonable.
23.	Award of Contract	24.1 24.2 24.3	Prior to the expiration of the period of bid validity, OWNER shall notify the successful Bidder, in writing through a letter of Acceptance, that it's Bid has been accepted for award of contract. Until a formal Contract is prepared and executed, the Letter of Award shall constitute a binding Contract. Within 07 days of LOA, the PEC shall sign, date, and return the LOA copy to the Owner as acknowledgement.
24.	Signing of Contract	25.1	Within 10 days of receipt of LOA, the PEC shall sign the contract documents in non-judicial stamp paper subject to fulfillment of the following conditions and send it back to OWNER. The conditions are; i. Submission of CPBG: Within 10 days of the receipt of letter of receipt 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.
25.	Local Conditions	26.1	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.
26.	Disclaimer	27.1	This Request For Proposal (RfP) has been prepared by OWNER for selection of Proof Engineering Consultant (PEC) for UGPL works of Hadua Irrigation Project. 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 modification if required. 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.
27.	Time period of Contract:	28.1	The time period for completion of the contract is twenty four(24) calendar months from the effective date of the contract assuming 3 months for vetting of Detailed Engineering works of the EPC contractor and balance time towards re-engineering works required during the execution phase of the works PEC is required to establish their Offices at Narasinghpur, Cuttack, district within 15 days from issue of the LOA. Time is the essence of the Contract; PEC shall endeavor to complete the contract within the contractual period by all means. However, under unforeseen circumstances for reasons not attributable to PEC, owner reserves the right to extend the contract period.
28.	Confidentiality	29.1	Information relating to the examination, evaluation, comparison of bids, and recommendation of contract

		29.2	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.
29.	Last Date and Time of submission of Bid	31.1	Date.: 10.08.2026 up to 05-00 PM
30.	Date, Time& Place of Opening of the 1 st part (Techno-commercial) Bid	32.1	Date.: 11.08.2026 at 11-30 AM Place: O/o the Chief Construction Engineer, B&HIP, Daspalla.
31.	Cancellation Of Tender	31.1	As per OM No. 16/W dt. 01.01.2015, When in response to notice calling for tenders, only a single tender is received in the first time, the tender shall be cancelled without opening of the bid and fresh tender be invited. If single tender is received, even after retendering then the approval of the next higher authority should be obtained, if the tender is otherwise in order and acceptable.

SECTION – IV

GENERAL CONDITIONS OF CONTRACT

1.Engagement :	1.1	OWNER shall appoint the PEC to carry out the scope of services as mentioned at Section-V. The PEC shall not: (a)represent itself or allow itself to be represented as an employee or agent of an employee of OWNER; or (b)by virtue of the Contract be an employee or become an agent of an employee of OWNER.
2. Scope of Work :	2.1	The Services to be provided are broadly specified in the detailed Scope of Work (Section-V). However, the PEC should be diligent in deployment of their manpower & sources in line with site & project requirement to ensure economy in cost.
	2.2	Unless otherwise stipulated in the Contract, the Scope of Work shall also include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of Services as if such items were expressly mentioned in the Contract.
3. Qualifying Criteria	3.1	1. The PEC must be a company as registered under Indian Companies Act, 2013 or subsequent amendments or a society registered under the Societies Registration Act, 1860 or subsequent amendments, or a Trust registered under the Indian Trusts Act, 1882 or a Partnership Act, 1932 or a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008 (<i>Copy of Certificate of Incorporation of Indian Companies Act or Societies Registration Act /Partnership deed/Service Tax Registration is to be furnished along with the proposal</i> failing which the bid is liable for cancellation). 2. The PEC should have been in the Consultancy Services for more than 05 Years from the date of Incorporation on the last date of Submission of the Proposal. (<i>Copy of Certificate of Incorporation</i> must be furnished in support of this failing which the bid is liable for cancellation) 3. The PEC must have successfully completed consultancy services for

		planning & design for at least one canal project (Under Ground Pipeline) costing not less than Rs. 67.00 Crores which has been executed under EPC mode in the last 05 financial years including the current financial year in any sector under Central/ State Government/ Externally Aided Projects/ Autonomous Bodies Operated under Govt. Administrative Control (<i>Copies of Work Order/ Contract Document/ Completion Certificate must be furnished in support of this failing which the bid is liable for cancellation</i>). The PEC should have been engaged during the execution stage of the said EPC project. 4. The Avg. Annual Financial Turnover must be a minimum of Rs. 60.75 Lakhs from the consultancy Services during the last 05 financial years. (<i>Financial Details of the Consultant along with the copy of audited balance sheet and income & expenditure statement duly sealed and certified by the CA & the authorized representative of the consultant</i>) 5. The agency must submit a list of PEC services and litigation history during last 5 years. (The PEC bidders not satisfying the qualifying criteria will be liable for rejection).
4. Definitions:	4.1	The definitions have been as specified in Instructions to Bidders(ITB).
5. Contract Documents	5.1	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 Acceptance(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.
6.Interpretation	6.1	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.
	6.2	Entire Contract: The Contract constitutes the entire contract between OWNER and the PEC and supersedes all communications, negotiations and contracts (whether written or oral) of parties with respect thereto made prior to the date of Contract relating to this contract.
	6.3	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.
	6.4	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.
	6.5	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.
	6.6	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.

7. Language	7.1	The Contract as well as all correspondence and documents relating to the Contract exchanged by the PEC and OWNER, shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern. The Bidder shall bear all costs of translation to English and all risks of the accuracy of such translation.
	7.2	
8. Corrupt Practices	8.1	OWNER requires PECs to observe the highest standard of ethics during the execution of such contracts. (a) The following definitions apply: "corrupt practice" means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract; "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the OWNER, designed to influence the action of any party in a procurement process or the execution of a contract; "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract; (b) OWNER will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
9. Contract Performance Bank Guarantee	9.1	The PEC shall, within ten (10) days of the receipt of Letter of Acceptance, provide a Contract Performance Bank Guarantee for an amount equivalent to 10 % of the Contract Price towards satisfactory performance of the Contract valid for twenty four (24) months contract period plus 3 months confirmed by Narasinghpur/ Cuttack/ Bhubaneswar branch of the issuing bank to be encashable at Narasinghpur. In the event PEC commits any delay in execution of its contract or defaults in satisfactory execution of contract or there is any breach of contract and the delay/default/breach continues further even after expiry of 15 days intimation to that effect, OWNER shall reserve the right to invoke the Contract Performance Bank Guarantee and appropriate the amount secured there under.
	9.2	The Contract Performance Bank Guarantee shall

	9.3	be denominated in the Indian rupees. If the contract period of PEC gets extended due to any reason, PEC shall furnish the extended Contract Performance Bank Guarantee for such extension period. The Contract Performance Guarantee shall be discharged by OWNER and returned to the PEC not later than Fifteen (15) days following the date of completion of the PEC's performance obligations under the Contract.
10. Contract Price	10.1 10.2 10.3 10.4	The Contract Price shall be firm and fixed during the tenure of Contract in accordance with the Price Proposal annexed as Section-VII (enclosed) However, based on reasons not attributable to the PEC if time is extended the actual value of the contract may vary. The PEC will be submitting to the Engineer-in-Charge, variation of price with proper analysis for such variation beyond the time period for approval of Government. The decision of Government shall remain final and binding. The contract price shall be inclusive of all Costs, Expenses, Overheads, Duties all Taxes and excluding GST. The Price for the additional assignment / deliverables over and above the defined scope of work, if any, shall be decided mutually between OWNER&PEC as per standard practices of OWNER.
11. Terms of Payment	11.1	A. Payment towards Proof Engineering Services 1. Inception cost for establishment of the Technical Assistance Unit (TAU): The inception cost 5% (Five percent) of Contract Price shall be paid subject to the following; (a) Submission and acceptance of unconditional irrevocable Contract Performance Bank Guarantee @ 10% of the Contract Price issued in favor of OWNER as per the Format enclosed. (b) Submission of Invoice in triplicate. (c) Establishment of the TAU duly certified by PEC and passed by the Engineer-in-Charge. 2. Monthly Payment towards Proof Engineering Services (Form F-3) (a) 85% (Eighty five Percent) of the Proof Engineering Consultancy Services as per the agreed Price proposal shall be released on submission of Invoice in

		Triplicate and against certificate by PEC duly passed by Engineer in Charge. B. Final Payment: Balance 10% (Ten percent) of Proof Engineering Services charges subjected to completion of all works, testing & commissioning and clearance certificates obtained from Engineer in Charge that UGPL Works are fully ready for operation and satisfactory performance envisaged under the scope of work.
12. Taxes and Duties	12.1	The prices quoted by the PEC shall be inclusive of all Costs, Expenses, Overheads, Duties and all Taxes excluding GST for the entire scope of PEC specified under Section-V.
	12.2	TDS as applicable shall be deducted from payment to the PECs while releasing the payment.
13. Statutory Obligation	13.1	The PEC shall ensure that the statutory obligation have been fully complied under the contract with them.
14. Sub-contracting	14.1	Sub Contracting is not allowed under the contract.
15. Disclosure of Information	15.1	The PEC shall – (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 CCE, BHIP, Daspalla except where – (i) required by law; or (ii) OWNER's consent is obtained.
16. Liability/ Indemnity	16.1	The PEC hereby agrees to indemnify OWNER, for all conditions and situations mentioned in this clause, in a form and manner acceptable to OWNER. The PEC agrees to indemnify OWNER and its officers, servants, agents ("OWNER Indemnified Persons") from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of: i. Any negligence or wrongful act or omission by the PEC or its agents or employees or any third party associated with PEC in connection with or incidental to this Contract; or ii. Any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied

		Goods and Related Services or any part thereof. The PEC shall also indemnify OWNER against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits. Without limiting the generality of the provisions of this article 16.1 and 16.2, the PEC shall fully indemnify, hold harmless and defend OWNER Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which OWNER Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any Goods, Related Services, information, design or process supplied or used by the PEC in performing the PEC's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the PEC shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Goods or Related Services, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the PEC shall promptly make every reasonable effort to secure for OWNER a license, at no cost to OWNER, emphasize continued use of the infringing work. If the PEC is unable to secure such license within a reasonable time, the PEC shall, at its own expense, and without impairing the specifications and standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing. Survival on termination. The provisions of this Clause shall survive Termination. Defense of Claims: 16.5.1 If any proceedings are brought or any claim is made against OWNER arising out of the matters referred to Arbitrator. OWNER shall promptly give the PEC a notice thereof, and the PEC may at its own expense and in OWNER's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
	16.2	
	16.3	

		16.5.2 If the PEC fails to notify OWNER within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then OWNER shall be free to conduct the same on its own behalf. 16.5.3 OWNER shall, at the PEC's request, afford all available assistance to the PEC in conducting such proceedings or claim, and shall be reimbursed by the PEC for all reasonable expenses incurred in so doing.
17. Limitation of Liability	17.1	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 PEC to pay liquidated damages to OWNER; and b) the aggregate liability of the PEC to OWNER, whether under the Contract, in tort, or otherwise, shall not exceed the Contract Price provided that this limitation shall not apply to any obligation of the PEC to indemnify OWNER with respect to patent infringement.
18. Settlement of Disputes & Arbitration:	18.1 18.2 18.3	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 PEC arising out of the Contract for the performance of the Work whether during the progress of the Work 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 CCE, B&HIP, Dasapalla, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the owner and the PEC. Save as hereinafter provided, such decision in respect of every matters so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the PEC who shall proceed with the Works with all due diligence, whether he or the Owner requires arbitration as hereinafter provided or not. If after the CHIEF CONSTRUCTION ENGINEER, BHIP, DASPALLA 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.
	18.4	In the event of the chief construction Engineer, BHIP, Daspalla 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 PEC being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty days, as the case may be, either party may require that the matters in dispute be referred to arbitration as hereinafter provided.
	18.5	All disputes or differences in respect of which the decision, if any, of the CCE BHIP Daspalla has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.
	18.6	The arbitration shall be conducted by three arbitrators, one each to be nominated by the PEC and the Owner and the third to be appointed as an presiding arbitrator by both the arbitrators in accordance with the Arbitration & Conciliation Act-1996. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration. In case of failure of the two Arbitrator appointed by the parties to reach upon consensus within a period of 30 days from the appointment of Arbitrators subsequently appointed, then, upon the request of either or both parties, the presiding Arbitrator shall be appointed by the Principal Secretary, Department of Water Resources. 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 at Bhubaneswar. 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

	18.7	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.
	18.8	The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation of the Chief Construction Engineer, B&HIP, Dasapalla 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 CCE, BHIP, Dasapalla for the purpose of obtaining the said decision. No decision given by the CHIEF CONSTRUCTION ENGINEER, B&HIP, DASAPALLA 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.
	18.9	During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract. Fees and expenses of all the arbitrator shall be shared equally by both the parties unless decided otherwise in the Arbitration Award.
19. Governing Law	19.1	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 Odisha, Cuttack.
20. Change in Laws and Regulations	20.1	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 PEC has thereby been affected in the performance of any of its obligations under the Contract.
21. Force Majeure	21.1	The PEC shall not be liable for forfeiture of its Contract Performance Bank Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

	21.2	For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the PEC that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the PEC. Such events may include, but not be limited to wars or revolutions, earthquake, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
	21.3	If a Force Majeure situation arises, the PEC shall promptly and no later than seven days from the first occurrence thereof, notify OWNER in writing of such condition and the cause thereof. Unless otherwise directed by OWNER in writing, the PEC shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. On cessation of force measure situation, the same should to forthwith intimated by the PEC to OWNER and vice-versa.
	21.4	The decision of OWNER with regard to the occurrence, continuation, period or extent of Force Majeure shall be final.
	21.4	
22. Change Orders and Contract Amendments	22.1	OWNER may at any time order the PEC through Notice in accordance with GCC, ("Change Order") to make changes within the general scope of the Contract in any of the Services to be provided by the PEC.
	22.2	If any such Change Order causes an increase or decrease in the cost of, or the time required for, the PEC's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the PEC for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the PEC's receipt of OWNER's Change Order. No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.
	22.3	
23. Default of the PEC	23.1	If the PEC – (a) fails to observe or perform any of its obligations pursuant to the Contract; (b) fails to comply with a direction of the Chief Construction Engineer, B&HIP, Dasapalla 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, The OWNER may suspend payment under the Contract and shall notify the PEC in writing specifying the reason for the notice and requiring the PEC to show cause within thirty (30) days from the giving of such notice why the appointment of the Consultant should not be terminated.
	23.2	If the PEC fails to show cause within the period specified in the notice to the satisfaction of the OWNER, the OWNER may without prejudice to any other rights, terminate the appointment of the PEC by notice to the PEC by the date specified in the notice.
	23.3	On termination of the appointment of the PEC pursuant to this Clause, all money which has been paid and all money to be paid for work done to the date of termination shall be in full and final satisfaction of all claims by the PEC under the Contract.
	23.4	
24. Default of the OWNER	24.1	If the OWNER commits a substantial breach of the Contract, the PEC may give the OWNER a notice to show cause within twenty eight (28) days why the Consultancy Services should not be terminated.
	24.2	If by the time specified in a notice under clause 24.1 the OWNER fails to show reasonable cause why the Consultant should not exercise a right referred to in Clause 24.1, the Consultant may by notice suspend the whole or any part of the Consultancy Services.
	24.3	The PEC shall lift the suspension if the OWNER remedies the breach. If within 28 days after the suspension under Clause 23.2 the OWNER fails to remedy the breach the PEC may by notice to the OWNER terminate the Contract.
	24.4	The PEC shall be entitled to recover from the OWNER any direct costs incurred by it as a direct result of the termination.

25. Termination	25.1	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 PEC, b. terminate the Contract in whole or in part: (i) if the PEC fails to deliver any or all of the Services within the period specified in the Contract, or within any extension thereof granted by OWNER pursuant to GCC; or (ii) if the PEC, in the judgment of OWNER has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC, in competing for or in executing the Contract; or (iii) if, any representation made by the bidder in the proposal is found to be false or misleading; or (iv) if the PEC commits any breach of the 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. i. In the event OWNER terminates the Contract in whole or in part, pursuant to GCC ,OWNER may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered or not performed, and the PEC shall be liable to OWNER for any additional costs for such Services. However, the PEC shall continue performance of the Contract to the extent not terminated. Termination for Insolvency: OWNER may at any time terminate the Contract by giving Notice to the PEC if the PEC becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the PEC, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to OWNER. Termination for Convenience: 24.3.1 OWNER, by Notice sent to the PEC, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for OWNER's convenience, the extent to which performance of the PEC under the Contract is terminated, and the date upon which such termination becomes effective. Consequences of Termination: Upon Termination of the Contract, the PEC shall: (i) Prepare and present a detailed exit plan
	25.2	

	25.3	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 dis-contract, OWNER shall provide an exit plan to the PEC to which PEC will abide by. (iii) The PEC and designated officer from OWNER will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.
	25.4	
26. Assignment	26.1	The PEC shall not assign, in whole or in part, their obligations under this Contract.
27. Confidential Information	27.1	Both parties undertake to each other to keep confidential all information (written as well as oral) concerning the business and affairs of the other, which has been obtained or received as a result of the discussion leading upto or the entering of the contract.
	27.2	After the entering of the contract OWNER and the PEC shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the PEC may furnish to its Sub-contractor such documents, data, and other information it receives from OWNER to the extent required for the Sub-contractor to perform its work under the contract, in which event the PEC shall obtain from such sub-contractor an undertaking of confidentiality similar to that imposed on the PEC under this Clause.
	27.3	OWNER shall not use such documents, data, and other information received from the PEC for any purposes unrelated to the Contract. Similarly, the PEC shall not use such documents, data, and other information received from OWNER for any purpose other than the design, procurement, or other work and services required for the performance of the Contract. The obligation of a party under GCC Sub-Clauses 27.1 and 27.2 above, however, shall not apply to information that: 27.4.1 OWNER or PEC need to share with the institutions participating in the financing of the Contract; 27.4.2 now or hereafter enters the public domain

	27.4	through no fault of that party; 27.4.3 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 27.4.4 Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality 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. Each of the parties to this contract, undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of the above clauses by it's employees, agents and sub-contractors. The provisions of GCC Clause 27 shall survive completion or termination, for whatever reason, of the Contract.
28. Public Disclosure	28.1 28.2	All services provided to OWNER by bidder are subject to Country public disclosure laws such as RTI etc. The PEC shall not make or permit to be made public announcement or media release about any aspect of this Contract unless OWNER first gives the PEC its written consent.
29. Review of Performance	29.1	A designated team / person from OWNER may review the performance of PEC against the PEC at any time. The review / audit report will form basis of any action relating to imposing liquidated damage on or breach of contract of the PEC.

30. Adherence to safety procedures, rules, regulations and restriction	30.1	PEC shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by OWNER shall be applicable in the performance of this Contract and Vendor's Team shall abide by these laws.
	30.2	The PEC shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. PEC's Team shall adhere to all security requirement/regulations of OWNER during the execution of the work. OWNER's employee also shall comply with safety procedures/policy.
	30.3	The PEC shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
	30.4	OWNER will be indemnified for all the situations mentioned in this clause in the similar way as defined in GCC.
	30.5	The employees engaged by the PEC will be guided by OWNER leave rule.
31. Non-Solicitation Of Staff	31.1	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.
32. Intellectual Property	32.1	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 PEC solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The PEC undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to OWNER and execute all such contracts/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of OWNER. To the extent that Intellectual Property Rights are unable by law to so vest, the PEC assigns those Intellectual Property Rights to OWNER on creation.
	32.2	The PEC shall ensure that while it uses any software, hardware, processes, document or

		material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the PEC shall keep OWNER indemnified against all costs, expenses and liabilities what so ever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the PEC or its personnel during the course of performance of the Related Services. In case of any infringement by the PEC, the PEC shall have sole control of the defense and all related settlement negotiations.
	32.3	Subject to sub-clauses 32.1 to 32.2, the PEC shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the PEC that existed before the effective date of the contract.
33. Survival	33.1	The clauses of this contract, which by nature are intended to survive termination of this contract, shall remain in effect after such termination.
34. Conflict of Interest	34.1	The PEC warrants that, to the best of its knowledge, information and belief, at the date of submitting its Proposal, no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract. If during the currency of the Contract, a conflict or risk of conflict of interest arises (without limitation, because of work undertaken for any person other than the OWNER) the PEC undertakes to notify the Chief Construction Engineer, B&HIP, Dasapalla immediately in writing, of that conflict of interest.
	34.2	The PEC shall take all reasonable measures to ensure that its employees, agents and subcontractors do not, during the currency of the Contract, engage in any activity or obtain any interest which is in conflict with providing the Consultancy Services to the OWNER fairly and independently. Any such activity must be disclosed in writing to the CCE, B&HIP, Dasapalla immediately.
	34.3	Where the CCE, B&HIP, Dasapalla receives a notice of conflict of interest under Clause 34.1 or 34.2, the OWNER may proceed under clause 34 of the Contract, to terminate the Contract.
	34.4	The PEC shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the OWNER under the

		contract. It should be the requirement of the consultancy contract that the consultants should provide professional, objective and impartial advice and at all times hold the OWNER's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. PEC shall not be hired for any assignment that would be in conflict with their prior or current obligations to other OWNERS, or that may place them in a position of being unable to carry out the assignment in the best interest of the Owner.
35. Conflict among assignments	35.1	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.
36. Professional Liability.	36.1	The PEC is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. As the PEC's liability to the employer will be governed by the applicable law, the contract need not deal with this matter unless the parties wish to limit this liability. If they do so, they should ensure that (a) there must be no such limitation in case of the consultant's gross negligence or willful misconduct; (b) the consultant's liability to the Owner may in no case be limited to less than the total payments expected to be made under the consultant's contract, or the proceeds the PEC is entitled to receive under its insurance, whichever is higher; and (c) any such limitation may deal only with the PEC's liability toward the employer and not with the PEC's liability toward third parties.
37. Staff Appointment / Substitution.	37.1 37.2 37.3	PEC shall ensure to appoint its personnel from the names of Key Staff proposed in techno-commercial proposal, as per the requirement in consultation with CCE, B&HIP, Dasapalla. In the event, the required Key Staff is not appointed, the OWNER shall notify PEC on the failure of the PEC to make necessary appointments and PEC shall appoint such Staff / personnel within one month of such notice. During an assignment, if substitution is necessary (because of ill health or because a staff member proves to be unsuitable, or the Staff member is no longer working with the consultant), the PEC shall propose other staff of

		at least the same level of qualifications for approval by the Owner. 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.
	37.4	
38. Cessation of Responsibility	38.1	All responsibilities of PEC under this CONTRACT shall be deemed to have been discharged. Upon expiry of defect liability period of work contract.
	38.2	OWNER responsibilities shall be deemed to have been satisfied on acceptance of PEC's SERVICES and payments by OWNER to PEC of all amounts due and payable under the CONTRACT.
39. Changes and additions in Consultant's scope of works	39.1	OWNER shall have the right to request PEC in writing to make any changes, modifications, deletions and/or additions to PEC's scope of works. PEC shall review such written requests and if such changes and additions would jeopardize fulfillment of any of PEC's obligations under this CONTRACT, PEC will not be obliged to make such changes or withhold any part of the works pursuant to such changes and/or additions contemplated by OWNER. Otherwise, PEC will work out the estimate of price and time adjustment on account of such changes, modifications, deletion and/or additions sought by OWNER and the same shall be mutually agreed. Unless PEC receives written authority from OWNER on variation in prices and time schedule, PEC will not be obliged to proceed with any such variation in the scope of works.
40. Notices	40.1	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.
	40.2	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.
	40.3	All notices under this contract shall be sent to or delivered at the address as specified by the parties.
	40.4	A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
41. Cancellation Of Tender	41.1	As per OM No. 16/W dt. 01.01.2015, When in response to notice calling for tenders, only a single tender is received in the first time, the tender shall be cancelled without opening of the bid and fresh tender be invited. If single tender is received, even after retendering then the approval of the next higher authority should be obtained, if the tender is otherwise in order and acceptable

SECTION – V

SCOPE OF WORK AND SERVICES

SCOPE OF WORK OF THE PEC CONSULTANT

1.0 GENERAL SCOPE OF WORK

The strategy developed for Implementation of the UGPL System of Hadua Irrigation Project in the state of Odisha is through Engineering Procurement & Construction method of contract on a Lumpsum /Turn Key basis.

This Project includes:

A) Civil Works

- i. Rising main/Pressure mains with the provision of Y-piece from existing penstock of combined sluice (Irrigation and power) or from intake structure.
- ii. Delivery chamber(optional) and the irrigation distribution network such that micro irrigation system can be adopted at later stage through pipes.
- iii. Providing permanent service road for the access to pump house & switch yard for ease of maintenance.
- iv. Constructing pump (booster) house with panel room and operator room.
- v. Laying of pipeline rising mains/ pressure mains to Chak outlets of 1 Ha area with all fittings and other ancilliary works.

B)Mechanical Works: Pumping machinery and all related mechanical equipment.

C)Electrical Works: Electric Equipment

D) Instrumentation Works: Instrumentation Equipment

- The UGPL network for Hadua Irrigation Project includes providing, supplying, laying, jointing of pipes etc. for distributaries, minors, Sub-minors & CAD works. The off taking structures, structures of road crossings, control structures, air valves, blow off assemblies, flush valves, turnout structures etc. required for providing irrigation to the entire command area of 3641 Ha efficiently through 1Ha Chak. In case of upland, electrical/solar pumps with ancillary structures/ arrangements, Drip/Sprinkler irrigation system (10% area of micro-irrigation) will be made by the EPC Contractor to achieve irrigation to entire ayacut of the project.
- Operation and Maintenance: The EPC contract also envisages five years Operation and Maintenance of UGPL System including formation of Pani Panchayat for the entire ayacut of the project.

EPC contract for UGPL to be signed by the Owner with the EPC Contractor shall be the basis for the Detailed Engineering, Procurement & Construction works to be performed for successful commissioning and Operate and maintain for five years and handover the Schemes to the owner thereafter.

The Institutional arrangement for implementation is as follows.

The UGPL work will be executed by Superintending Engineer, Hadua Irrigation Division, Narasinghpur under administrative control of the Chief Construction Engineer, Brutang & Hadua Irrigation Project, Dasapalla. The EPC Contractor of UGPL work will submit all the planning, design, drawing, layout plan and other ancillary information/ documents related to UGPL system for Hadua Irrigation Project to the Engineer-in-charge. With appointment of PEC the detailed engineering works submitted by EPC Contractor is vetted timely, efficiently and following all the procedures of relevant codes and best practices for optimal long term Operation & Maintenance of the UGPL system. The vetted Planning, Design and Drawings will be processed through the Design & Monitoring unit of CE for obtaining approval of the Chief Engineer and issued to EPC contractor for the Procurement and Construction.

2.0 Appreciation and approach of Proof Engineering Consultancy

The Proof Engineering Consultant will assist to the CCE, B&HIP, Dasapalla for approval of all technical proposal submitted by the EPC contractor from the Planning and General Layout documents to working drawings. This would involve different phases and components. As per the Engineering Procurement and Construction (EPC) scope of work, the first and foremost activity to be carried out by the Agency is engineering as per the agreed work plan.

Phases in Engineering:

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

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

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

3.0 Brief Description of the scope of work;

1. Under the EPC contract, the responsibility of planning, designing, construction, supply, erection, commissioning, operation and maintenance rests with the EPC contractor.
2. As per the agreed schedule of the contract, the contractor shall submit the plans, designs, drawings, estimates etc to the client.
3. As proof engineering consultant to the employer, PEC shall be responsible to check all plans, designs, estimates submitted by the EPC contractor.
4. PEC shall critically evaluate all the designs etc submitted by the contractor in accordance with the terms and conditions of the tender and report to the employer about it's conformance with the same.

5. In case there are any deviations from the set criteria, the same shall be commented to the employer and the contractor shall be asked to revise the particular design/drawing document.

Specifically, the proof engineering consultant shall:

1. Prepare a detail list of design & drawings to be submitted for UGPL work.
2. Prepare a document submittal and approval schedule for timely submission & approval of the same.
3. Prepare the Memorandum for Planning and Design including design Basis for the project.
4. Check the periodically submission of planning drawings and setting out work progresses.
5. Actively Monitor, Review, scrutinize and approve the design and construction drawings submitted by the contractor.
6. Extent of compliance with the technical requirements of the contract and for approval of Planning & Design.
7. Review and make vetting of the as built drawings submitted by the contractor.
8. Resolve any issue regarding the design during the execution phase.
9. Be a focal point of coordination between the design team, EPC contractor and the Client.

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

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

4.0 BASIC ENGINEERING

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

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

- a) General arrangement layouts and drawings of UGPL work
- b) Specifications of equipments and machineries
- c) Engineering flow and logic diagrams for utilities
- d) Piping and Instrumentation diagrams
- f) Integration of different system of UGPL network for better O&M management

5.0 DETAILED ENGINEERING

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

Review and Vetting

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

Civil and Structural Engineering

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

Mechanical Engineering (Including Piping)

- i. Reviewing & recommending design criteria for major specifications, codes and standards to be followed, assumptions and results of technical computations for selection and design of equipment system.
- ii. Reviewing & recommending the Development and preparation of all general arrangement and equipment layout drawings.
- iii. Preparation of specification, scope, drawings, bill of materials for various systems/modules involving mechanical equipment, piping, insulation, painting works, tender evaluation and making recommendations
- iv. Checking and approval of stress analysis, hydraulic analysis of the equipments, pipelines and contractor's specifications, data document and drawings.
- v. Preparation of specification for erection work if any and making recommendations as per contract clauses.
- vi. Arranging & furnishing of documents for obtaining approvals from State/Central Government and Statutory bodies, etc as per the safety, environment and statutory needs.
- vii. Designing, Engineering and detailing of utility systems covering water, air, etc.
- viii. Checking of design and specifications for procurement of solar pumps, pipelines, cables, panels, control equipments etc.
- ix. Checking and vetting of contractor's data and drawings for procurement of all incoming materials.

6.0 Deliverables

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

- i. The PEC within 15 days of award of work submit Inception report indicating the methodology of performing the proof engineering services, the submittal plans of vetted designs and drawings, the responsibility matrix of the vetting and approval of documents, names of the consultants and experts for performing the services. The Inspection Report is to be presented and obtain approval is to be obtained from the CCE, B&HIP, Dasapalla within a period of **one month**.
- ii. The consultant shall ensure furnishing to the employer three sets of all draft and three sets of all final design reports including specification, drawing, schedules, etc to be prepared by them.
- iii. Reasonable number of 'Release for Construction' (RFC) drawing and schedules required for use by the employer and the contractor up to a ceiling of Four (4) prints of each drawings/schedules. One set of reproducible transparency of each final (RFC) drawing shall be furnished. Besides the as-built drawing CDs in CAD format shall be submitted.
- iv. Consultant shall ensure submission of Five (5) complete sets of prints and soft copies of reports and drawings in appropriate format for data storage and archiving.
- v. Weekly progress reports in Six (6) sets shall be furnished.
- vi. Monthly Progress Report in four (4) sets shall be furnished.
- vii. Other complied document shall be furnished in four (4) sets.
- viii. Completion report in four (4) sets.
- ix. One set of all the documents/drawings shall be submitted in the form of soft Copies (in CD) also along with the hard copies.
- x. Any other documents etc not specified but required for the completion of the scope of the work/services shall be submitted in required number as directed by the CCE,B&HIP,Dasapalla.

7.0 Organization of Proof Engineering Consultancy Service

The Proof Engineering Consultant shall set up a Technical Assistance Unit (TAU) at Narasinghpur exclusively for providing the services to the CCE,B&HIP,Dasapalla or his authorized officer.

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

There shall be subject experts and engineers for the following

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

The TAU shall function for the entire period of the Proof Engineering Consultancy Service for the UGPL Scheme and continue to provide services for vetting of re-engineering works done by EPC contractor. TAU shall maintain coordination between Design & Monitoring unit of CCE,B&HIP , Dasapalla, EPC contractor for timely execution of the EPC Contract. Any issues arising during execution that may require design modification, employer's approval etc shall be managed by the TAU expeditiously.

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

The Planning, Design and Drawings will be done by the EPC Contractor for UGPL Scheme. The Design Memorandum and the design Basis report submitted by the EPC Contractor will be examined and vetted by PEC shall be approved by the CCE, B&HIP, Dasapalla.

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

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

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

On receipt of the Complied Report/Drawings, the PEC shall vet the document within 3 days and submit for approval of the owner. Regarding adequacy of compliance by the EPC Contractor, the decision of CCE, B&HIP, Dasapalla will be final and the PEC will act as directed by the CCE,B&HIP, Dasapalla.

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

SECTION – VI

MANPOWER REQUIREMENT

Section-VI

KEY MANPOWER REQUIREMENT

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

Note:

1. The above Personnel likely to be engaged shall be healthy& dynamic.
2. BIO-DATA of the above key-personnel (Sl. No. 1 - 4) who are likely to be deployed for this project shall be provided in FORM- T-2 &T3 to determine eligibility and responsiveness of the bid.
3. However, actual Nos. of manpower shall be deployed as per the Project Requirement in consultation with CCE,B&HIP, Daspalla.
4. PEC shall engage sufficient and competent man power preferably from their own organization to carry out the above works. As per the category of man power requirement given above. Any outsourcing of manpower in place of own man power shall be with prior approval of CCE,B&HIP, Daspalla. which should be decided before mobilization by PEC.
5. The PEC, in addition to the above Key staff, may also provide some support staff as per their requirements for satisfactory performance in the works assigned to the PEC servicein time.

SECTION – VII

Forms for Submission of Techno-Commercial and PriceProposals

Section-VII (A)

TECNO- COMMERCIAL PROPOSAL

(<On Firm's Letter Head>)

**Form T-1:
TECHNO-COMMERCIAL PROPOSAL
Forwarding Letter**

Ref No. _____

Dated _____

From:

To:

The Chief Construction Engineer
Brutang & Hadua Irrigation Project
Daspalla Dist- Nayagarh, Odisha

Sub: Engagement of Proof Engineering Consultant (PEC) for Implementation of UGPL in Hadua Irrigation Project.

Ref :

Sir,

As per the request made for providing Proof Engineering Consultancy for the **UGPL in Hadua Irrigation Project** is submitting herewith the **Techno-Commercial Proposal** in the following Forms against the subject RfP for consideration and approval.

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	Name of the Key Personnels& Assignment against FORM-T-1			
03	Form T-3	CVs of Personnel against FORM-T-2			
04	Form T-4	Deviations/No Deviations Confirmation, Comments & Suggestions			
05	Form T-5	Proforma of Certificate Regarding Acceptance of GCC			
06	Form T-6	Litigation History			
07	Form T-7	List of work in last 5 years			
TOTAL PAGES (SL NO. 1 TO 7)					

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

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

Yours faithfully,

Authorised Signatory

(<On Firm's Letter Head>)

FORM-T-2

Names of the Key Staff & Assignment.

[illegible]

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 PEC

(<On Firm's Letter Head>)

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

The format for submission of CVs is the following:

1. Name :
2. Profession / Present Designation :
3. Years with firm: _____ Nationality:
4. Area of Specialization :
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 Programme: (Under this heading, summarize 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 organization, 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): _____

Authorized Signatory :

Full Name :

Address :

Date :

Note:

1. *Certified supporting documents to be enclosed.*

(<On Firm's Letter Head>)

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

DEVIATIONS/COMMENTS/ SUGGESTIONS OF CONSULTANT

On the Scope of Work, or any related area:

- 1.
- 2
- 3
- 4

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

Signature of Authorized Signatory:

Seal

Full Name:

Address:

Phone No:

E-mail Id:

Authorized Signature of the PEC

(<On Firm's Letter Head>)
Form T-5:
Proforma of Certificate Regarding Acceptance of Major Terms & Conditions of the RFP

From:

To:

The Chief Construction Engineer
Brutang & Hadua Irrigation Project
Daspalla Dist- Nayagarh, Odisha,

Sub: Engagement of Proof Engineering Consultant (PEC) for Implementation of UGPL in Hadua Irrigation Project.

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

(AuthorizedSignatory).....

(Name).....

(Designation).....

(Seal).....

(<On Firm's Letter Head>)
Form T-6:

Litigation History

Name of Applicant :

Please describe: Company's history of litigation or arbitration from contract executed in the last five years or currently under execution. Please indicate for each case the year, name of employer, cause of litigation, matter in dispute, disputed amount, and whether the award was for or against the company.

Authorised Signature of the PEC

(<On Firm's Letter Head>)
Form T-7:

PEC SERVICES RENDERED IN LAST FIVE YEARS						
Sl.No.	Project Name	Name of the Employer	Description of Work	Contract No.	Value of Contract Date of issue of work order	Actual date of Completion

Authorized Signature of the PEC

SECTION- VII (B)

PRICE PROPOSAL

**Form F-1:
PRICE PROPOSAL**

Forwarding Letter

From:

To:

The Chief Construction Engineer
Brutang & Hadua Irrigation Project
Daspalla Dist- Nayagarh, Odisha

Sir,

Engagement for PEC, 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:** UGPL work in Hadua Irrigation Project .
2. Bid Identification No.....
3. Name of the Consultant Firm:.....

Price Proposal :

The **PRICE proposal (PART-II)** duly signed by the Authorized signatory and uploaded in separate cover.

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. PEC 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 inclusive of all taxes excluding GST based on Cost to the Company concept plus reasonable profit.

FORM F-2

PRICE PROPOSAL

1. SCOPE : Planning and design, vetting of detailed Engineering work of UGPL system of Hadua Irrigation Project, Narasinghpur.

Name of work :- **Engagement of Proof Engineering Consultant** for the workconstruction of distribution system for 3641 Ha. Of CCA of Hadua irrigation project over river Hadua at Kharod in Badamba block through underground pipe line irrigation system (pressure flow) in Cuttack district of Odisha on EPC mode of contract (turn key basis) including power connectivity, electro-mechanical components.

"e" Procurement Notice. CCE-BHIP-05/2026-27 Dt. 21.07.2026

Bid Identification No. CCE-BHIP-HID-05/2026-27

1.Name of the Consultant Firm:.....

Sl. NO	PARTICULARS	AMOUNT IN FIGURE (EXCLUDING GST)	AMOUNT IN WORDS
A	Providing proof Engineering Consultancy Services for vetting the Planning& Design, reports and Drawings etc. as per the agreed plan based on the submission of plan of the EPC contractor. The service shall be provided complete in all respect required for procurement and construction of UGPL network for achieving the desired command area successfully for 3641Ha of Distribution network.		
B	Follow –up and vetting of Re-Engineering works required to be done by EPC contractor for actual site conditions for 3641Ha.		
	Total		

Note :

1. The Consultancy charge shall be inclusive of TA/DA and all other allowances if any.
2. The Consultancy charge shall be inclusive of all taxes &excluding GST as applicable.
3. No extra payment will be made other than the above quoted amount.
4. Break-up of payment shall be made as per Form- F-3

Authorised Signature

FORM F - 3

BREAK UP FOR PAYMENT

SI No.	Particulars	% OF PAYMENT OF ITEM A (F-2)	Amount in Rupees
A-1	Broad Engineering Planning & Layout reports for the Detailed Engineering Works of UGPL System of Hadua Irrigation Project.		
i.	Vetting of Design memorandum comprising the principle and Basis of planning Design and detailing of each component of the UGPL. Report and Drawing to be submitted including Schedules of submittals by EPC contractor and schedules of vetting by PEC The Design Memorandum Comprises of : a) Overall planning for achieving the desired command area covering the principle of hydrology, hydraulic and structural Planning and Design, Pump house with panel room and operating room, Rising Main ,RCC intake works, approach road– 30% b) Principle of Planning and Design of UGPL component in canal net work -30% c) Principle of electrical and mechanical -30% d) Principle of Instrumentation work -10%	5%	
ii.	Vetting of Broad Scheme Layout Design Report & Drawing of UGPL work, General Layout (dimension & Levels) of each component of work, Mechanical Equipment, location of all control, safety valves & flush valves etc. Delivery Chamber, Gross Command area net work maps and recommended for approval by the Chief Engineer. The Broad Scheme Layout Report consists of : a) Part A- Layout of Canal pipe line, Distribution Chamber and broad Command Area Planning – 50% b) Part- B- Broad Chak layout Planning & Hydraulic Design of Pipe line Network for Irrigation Supply to chak -40% c) Part-C- Broad Layout Planning and Hydraulic Design of RCC intake works, pump house with panel and operating room filtration system including all river protection works-10%	10%	

Sl No.	Particulars	% OF PAYMENT OF ITEM A (F-2)	Amount in Rupees
A-2	Vetting of the Detailed Design and Working Drawings of Detailed Engineering works of UGPL System of Hadua Irrigation Project.		
i.	UGPL Canal network for 3641 Ha. – 40 %	45%	
ii.	RCC Intake Works, filtration system including river protection works, Pump house with panel room & operating system – 50 %		
iii.	Electrical works, mechanical works & Instrumentation works. – 10%		
A-3	Outlet Network Planning(Upto 1ha Chak)		
a.	Detailed Chalk planning with ROR details, Longitudinal Sections & Design Statements including Micro Planning – 50%	30%	
b.	Detail Design of Civil Works, Outlets, Valves, crossings and all control structures including Micro Planning. – 50%		
A-4	Final Drawings & Estimates		
	Final working Drawings detailed list, Data sheet with BOM and vetting of estimates for sanction	10%	
B	Follow – up and Re-engineering Works, with consultant support for a period of 18 months beyond the completion of Core vetting period of Six months. Payment to be made in 18 instalments @ one instalment per month upon satisfactory performance of Reengineering works.	100% of item B (F-2)	
NOTE: 1. The Particulars of Breakup of Payment is generally indicative and not limited for the vetting works to be performed. The PEC shall have to perform all the vetting works of Planning and Design Reports and Drawings as per the requirements of the Project for successful commissioning. All such items not mentioned are to be suitably included in the respective particulars of Break Up and no additional payment shall be made. 2. The percentage of payment indicated in each item of work (in A1 to A4) shall be paid on prorata basis of the Planned CCA of UGPL Schemes. 3. The successful bidder should submit the minimum man power units for each activity which is to be paid along with the inception report.			

Authorized Signature

List of Annexure

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

ANNEXURE- 1

List of Works

Abstract of UGPL System of Hadua Irrigation Project

- i.** Construction of UGPL in distribution system in the command area covering 3641Ha.
- ii.** Construction of RCC intake works, pump house with panel & operating room.
- iii.** Approach road to pump house
- iv.** Electrical works, mechanical works and instrumentation works.
- v.** Any other works related to other works.

ANNEXURE- 2

Contract Form

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

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

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

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

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

Signed by _____ (Authorized official of the OWNER)

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

ANNEXURE- 3

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

Date:

Contract Name and No. :

To: _____

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

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the PEC, up to a total of _____ and we undertake to pay you, upon your first written demand declaring the PEC to be in default under the Contract, without cavil or argument, any sum or sums within the limits of _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. ***The guarantee can be presented by Government of Odisha at any of our branches of Nationalized/ Scheduled Commercial Bank at Narasinghpur, Dist:- Cuttack/ Bhubaneswar, Odisha 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 Narasinghpur, Dist-Cuttack, Odisha (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 Narasinghpur, Dist-Cuttack, Odisha a written claim or demand and received by us or by Local Branch at Narasinghpur, Dist-Cuttack, Odisha on or before Dt. _____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

For _____

(indicate the name of the Bank)

N.B.:

(1) Name of the PEC:

(2) No. & date of the Letter of Award / Contract:

(3) Amount of the Bank Guarantee: Rs.

(4) Validity period or date up to which the Contract is valid:

(5) Signature of the Constituent Authority of the Bank with seal:

(6) Name & addresses of the Witnesses with signature:

(7) The Bank Guarantee shall be accepted only after getting confirmation from the respective Bank(s).

In the presence of Witness

1. Name & Address

2. Name & Address

