GOVERNMENT OF ODISHA

DEPARTMENT OF WATER RESORCES

RfP Identification No.: 16ML/2026-27

Request for Proposal (RfP)

Appointment of
Third Party Inspection Agency (TPIA)

For

IMPLEMENTATION OF MEGA LIFT PROJECTS
IN CLUSTER No. XXXIV & XXXV

- **Date & Time of Availability of RFP in the Portal:**
  From dt.14.10.2026, 10.00 A.M, to dt.03.11.2026, up to 5.00 P.M.
- **Date and time of opening of the Techno-Commercial Bid:**
  On dt. 04.11.2026 at 11.00 A.M

CHIEF ENGINEER, MEGALIFT
PLOT No. A- 8/2, BHOI NAGAR, BUBANESWAR-751022

TABLE OF CONTENTS

Sl. No.	Subject	Page No.
1.	SECTION-I: PREFACE (ABOUT THE PROJECT)	2-5
2.	SECTION- II: INSTRUCTIONS TO BIDDERS (ITB)	6-20
3.	SECTION-III: GENERAL CONDITIONS OF CONTRACT	21-42
4.	SECTION - IV: SCOPE OF WORK & SERVICES	43-46
5.	SECTION - V : MODALITY OF INSPECTION WORK – MANPOWER DEPLOYMENT	47-49
6.	SECTION- VI: BID FORMAT	50-66
7.	SECTION-VII: LIST OF ANNEXURES	67-74

SECTION – I

PREFACE (ABOUT THE PROJECT)

Section-I

PREFACE

1. Introduction to the Mega Lift Project

Government of Odisha through Water Resources Department under its State Funded and RIDF Scheme is undertaking Implementation of Mega Lift Irrigation Schemes by lifting water from rivers and reservoirs for providing supplemental kharif irrigation to upland rain fed areas. As of now, execution of 282 such lift schemes under 25 Clusters are in progress throughout the state. The works are being executed through Engineering Procurement & Construction Contracts. EPC contractors are engaged through competitive bidding process. The Detailed Engineering works are taken up by the EPC Contractor.

2. Institutional Arrangement

The Chief Engineer, Megalift, Bhubaneswar on behalf of Water Resources Department, Government of Odisha is implementing Mega Lift Projects in the state. It is proposed to engage Third-Party Inspection Agency (TPIA) for inspection of Materials & Equipments of the EPC Contractor. The inspected material and equipments will be approved by the Chief Engineer, Mega Lift.

This Request for Proposal is for the Purpose of appointment of the Third-Party Inspection Agency (TPIA)having expertise for Inspection of major materials & equipments relating to Pumping Schemes to be procured by the EPC Contractor. The project of Cluster no. XXXIV consisting of 05 Nos. of Lift Irrigation Schemes having command area 7,700 Ha. With intake located on Mahanadi & Daya River in the districts of Khurdha & Puri, Cluster no. XXXV consisting of 04 Nos. of Lift Irrigation Schemes having command area 4,050 Ha with intake point located on Harabhangi River & Vansadhara River (Dhuapadar ISS, Karanpadu ISS & Pradhaniguda ISS) in the district of Rayagada & Gajapati.

The implementation period for the EPC contract is thirty-six months. Each LI scheme comprises of a River intake, Pump House having VT pumps with related electro-mechanical equipments, Pressure Mains of D.I pipes having applied coating in factory. Pressure mains will have different valves and surge control devices etc. The irrigation distribution network comprises of Gravity mains of HDPE Pipes along with control devices.

3. Funding arrangement

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

4. Project components

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

- Detail survey and design.
- Civil works like intake system and protection works,
- Pump house, DI pressure mains and related safety valves, surge protection devices etc., delivery chamber, HDPE pipeline distribution System for1 Ha. chak and , approach roads etc.
- Procurement and installation of electro-mechanical systems like pump, motor, transformer, overhead crane and control panel etc.
- Dedicated Power system connectivity from Local Grid station by 33KV/6.6KV/0.415KV transmission lines along with switchyard.
- Operation and Maintenance: The EPC contract also envisages fifteen years Operation and Maintenance.

5. Third Party Inspection Consultant (TPIA):

Through this Request for Proposal, the Chief Engineer, Megalift is desirous of implementation of 05 LI Schemes in Cluster No. XXXIV & 04 LI Schemes in Cluster No. XXXV by appointing Third Party Inspection Agency (TPIA), who shall be responsible for ensuring compliance to the quality of all major equipments, instruments, materials procured by the EPC Contractor as per the agreement conditions of Technical Specifications. The TPIA shall be responsible to review and vet for approval by the Department QA/QC documents, QAP submitted by the EPC contractor for the procurement of all electro-mechanical components and sub components relating to the Pumping System, rising main and distribution network of the Lift Irrigation schemes and also Civil engineering items. Pre and Post Installation of all major equipments, instruments and materials etc. shall be got inspected and certified for its serviceability and performance as carried out in factory and as per the quality and performance requirement of the EPC Contract. However, detail scope of work has been mentioned at Section - IV.

5.1 TPIA's Staff Personnel:

TPIA shall engage sufficient and competent man power from their own organization having expertise in inspection of materials, equipments relating to electro-mechanical system of pumping units, pressure mains, pipeline distribution system for field irrigation and in power sector for the power system connectivity of 33/6.6/0.415 kv for the pumping stations. The TPIA personnel are required to carry out the above works on behalf of the Chief Engineer, Megalift (Owner) jointly with the representative of the EPC contractor during the process of manufacturing/ Pre-dispatch stage, on receipt of materials, equipments at the site as well as during the execution of the project. Any outsourcing of man power in place of own man power shall be with prior

approval of Chief Engineer, Megalift which should be decided before mobilization by TPIA.

The Chief TPI Consultant is required to present himself in all review meetings as and when scheduled by the Chief Engineer, Megalift with relevant information.

SECTION – II

INSTRUCTIONS TO BIDDERS (ITB)

Section -II:

Instructions to Bidders(ITB)

1	General Instructions:	Under the Mega Lift Project implementation program in the state 09 nos of Lift Irrigation Schemes are being executed in Cluster No. XXXIV & XXXV with each scheme is having CCA between 500Ha to 2000Ha totaling 11,750 Ha and the Cluster will have power system connectivity from local grid substations maintained by Odisha Power Transmission Corporation Limited. **The list of LI Schemes is given in Annexure-I enclosed.**
2	Definitions:	**Government / Owner / Employer:** Means the Government of Odisha / Department of Water Resources and shall include its appointed officers of the Megalift Projects, legal representatives, successors and assigns.
		Engineer/Engineer-in-Charge: Means the Executive Engineer in charge of the works, specified parts of the works under the contract or such other departmental Assistant Engineers or Junior Engineers to whom the Engineer-in- charge may have delegated certain duties, acting separately within the scope of the particular duties entrusted to them. The consultant will be given a copy of the Government / Department authorization designating the Engineer-in-charge by designation and delegating him his authority at the time when contract is signed. It is however, to be distinctly understood that, no delegation of powers shall be made to such departmental assistants or subordinates, except in respect of supervision to ensure compliance of the contract conditions
		"Project" shall mean **Mega Lift Irrigation Schemes proposed for implementation by the Government** to be constructed in Clusters and phases across the State of Odisha over a period.
		"**Clusters"** shall mean number of independent Lift Irrigation Schemes clubbed in package for construction.
		"Lift Irrigation Scheme" means the individual scheme covering CCA between 500 Ha to 2000 Ha from intake works, pump house, pumps, electro mechanical

		equipments, pipeline systems consisting of rising mains and distribution network for chak irrigation, power system connectivity and related ancillary works.
		"RfP" i.e. **"Request for Proposal"** shall mean document consisting of ITB, GCC, Scope of Works , Manpower/ staff requirement, Forms of Techno-Commercial Proposal , Price Proposal and Contract FORMS & Annexure sent to the short listed prospective Bidder(s) for submission of bid.
		"Bid" shall mean Techno-Commercial Proposal & Price Proposal in prescribed FORMS submitted in pursuance to RfP document.
		"Bidder" shall mean one of the Consulting Agencies for the TPIA job, who quotes against this bid document, issued by the Owner and shall include his heirs, legal representatives, successors and permitted assigns.
		"Validity of the Bid": the bidder shall keep the bid unchanged (that is, the Bidder shall remain committed to perform the full scope of work and responsibilities as defined in RfP as per its submitted bid) during the period indicated in ITB as the "period of validity of bid", or in any extended period as agreed to by the bidder.
		"TPIA" shall mean the Third-Party Inspection Agency who shall be selected and appointed through limited tender among shortlisted Consulting Agencies for inspection of the materials & equipments during the process of manufacturing/pre-dispatch stage, on receipt of materials & equipments at site/store as well as during execution of each Lift Irrigation Schemes under the Clusters and shall include such successful Bidder's legal representatives, successors and permitted assigns. The term "Consultant"/"Agency" shall also construe TPIA.
		"LOA" i.e. "Letter of Award" shall mean the official letter issued by the Owner notifying the TPIA that his bid has been accepted and it shall include amendments thereto, if any, issued by the Owner.
		"Month" shall mean the calendar month and **"Day"** shall mean the calendar day.
		"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.
		"Contract" shall mean the agreement signed by the Authorised representatives of Owner and the Selected TPIA covering "the GCC, Scope of Works, Techno-Commercial Bid & Price Bid submitted by the Bidder, Letter of Award" including amendments and clarifications thereto, if any, issued by the Owner.
		'Chief Engineer' shall mean the officer appointed from time to time in writing by the Owner to act as Chief Engineer, Mega Lift for the purpose of the Contract.
		"Effective Date of the Contract "shall mean the date of signing of Contract for the TPIA work.
		"Works Contracts" shall mean contracts awarded package-wise for construction of the Mega Lift Schemes and associated power lines(Supply, Erection and Commissioning) under the Clusters of the project.
		"Person" Words imparting 'Person' shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.
		"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.
		"Contract Period" shall start from the date of Letter of Award and it shall include 36 months from the **Effective Date of the Contract,** and extensions, if any, thereof**.**
3.	Scope of TPIA	**Scope of Work:** (i) Planning, Scheduling & Programme Control of Inspection of materials & equipments etc based on the EPC Contract of the works (ii) Management and Co-Ordination. (iii) Quality Assurance & Quality Control (iv) Time Management for project delivery (v) Expediting. (vi) Progress Reporting. (vii) Commissioning and Start-up Assistance. (viii) Final Documentation. **Note:** Please refer to Section-IV for ; i. The detailed Scope of Works ii. Deliverables by TPIA. iii. OWNER's Responsibilities.

4.	Eligibility of the Bidder	To establish their eligibility for Appointment as Third-Party Inspection Agency the bidder shall submit their Techno-Commercial Proposal consisting of the following: **<u>Financial Capacity</u>** A. Annual Financial Turn over for last 5 years. i. The firm shall be a profit(net) making firm and shall have made profit in each of the last Five Financial Years. ii. The Average Annual Financial Turnover of the bidding firm during the last Five years, ending on 31-03-2026, should be at least Rs. 2.64 (Two Crore Sixty-four Lakh) Cr. from consultancy business only. The same should be audited as per relevant norms wherever required along with UDIN of the Auditor. iii. Solvency Certificate for an amount not less than INR 1,00,00,000 (Rupees One Crore only) Cr. from a Nationalized or Scheduled Bank issued not earlier than one year from the last date of submission of bid (Bidder shall submit attested copies of Statutory Auditors / Chartered Accountant's Certificate certifying the revenue from consultancy business within the India only for above all the said financial years, reports along with audited Balance Sheets and Profit & Loss Statements for the last five financial years. Specific reference with page no of document satisfying criteria shall be indicated.) **<u>Technical Capacity</u>** <u>Similar Work Experience</u> Bidder should have at least 10 years' experience in carrying out TPI of materials and equipment (RELATED TO INDUSTRIAL/PRESSURISED IRRIGATION / WATER SUPPLY /SEWARAGE / ON-SHORE & OFF SHORE PIPELINE PROJECTS). Valid work order, contract agreement/completion certificate should be submitted for last 10 years ending last day of month before the one in which offers are invited.

		Bidder should have at least 2 orders of equivalent/ higher project cost of worth 1cr.each (COMPLETED or ONGOING) within last 10 years ending last day of month before the one in which offers are invited from reputed Government organizations/PSU under execution for TPI (related to industrial / Pressurised irrigation/water supply/sewerage/ on-shore & off shore pipeline projects). Letter of award (LOA) or work order along with payment receipts or invoice raised for payment or TDS/GST paid certificate or any other relevant document which prove that bidder is executing/ executed the work order as per terms and condition of awarded contracts. **Accreditations** Bidder headquarters / corporate office, located in India must be accredited in accordance with ISO/IEC 17020:2012 by NABCB and ISO 9001-2015 (ISO 9001-2015 - certificated by an Agency which is Accredited by an IAF Member Body) Also, accreditation scope of category should be at least IAF SCOPE 17, IAF SCOPE 18 AND IAF SCOPE 19 & 27 (AT LEAST THESE FOUR TOGETHER). Bidder has to submit the valid certificates (ISO/IEC 17020:2012, IAF SCOPE 17, IAF SCOPE 18, IAF SCOPE 19 and IAF SCOPE 27) of headquarters / corporate office. (IAF STANDS FOR INTERNATIONAL ACCREDIDATION FORUM). **Infrastructural Capacity** Bidder shall have a countrywide network of at least4 (four) inspection offices / branches located in Tire- 1 & Tire- 2 cities of which at least one office/ branch located in tier-1 city. **Note**: Bidder shall furnish valid documentary evidence (valid trade licenses', valid registry or valid registration certificate of State Govt or valid commercial lease deed (registered) or valid and notarized rent agreement for commercial use) along with current electricity bill for any4 (four) offices in support of the above criteria.

		Human Resources Capacity Have at least 50 inspection engineers (Mechanical, Electrical, Instrumentation, Civil) as per prescribed qualification under its payroll. **Note**: ➢ Copy of valid ID card with staff number or joining letter of candidate (PF/ESIC Challan establishing more than 50 engineers) issued by TPIA must be submitted. ➢ EPF / ESI Registration certificate/ PF Trust Certificate must be submitted. ➢ C.V.s ofthe Key personnel proposed for the work. **Other Requirements** ➢ Records of Poor performance such as abandoning the work, non-completion of the contract, inordinate delays in completion. ➢ Litigation History **Note**: i. Non-compliance to the above requirement even after seeking necessary clarification shall constitute the offer non-responsive. ii. Documentary evidence to substantiate/support Eligible Assignments. a. Completion Certificate (Completion Certificate/Agreement/Payment Certificate) issued by the Client for the Assignment and Work Order. b. Proof of establishment like Trade/Business License, Agreement, Electricity Bill, GST No. etc.
5.	Preparation & Submission of Proposal	i. Detail RFP may be downloaded from www.tendersodisha.gov.in and the bidders shall submit their tender online only. In case of any failure, malfunction or breakdown of electronic system used during the e-procurement process, the tender inviting authority shall not accept any responsibility for failure or breakdown other than in those systems strictly within their own control.

		ii. The e-procurement applications are PKI (Public Key Infrastructure) enabled and supports the digital Signature certificates (DSC) of appropriate class (Class-II or Class-III) issued from a registered Certifying Authority (CA) as stipulated by Controller of Certifying Authorities(CCA), Government of India such as n-code, Sify, TCS, e-Mudhra etc., for signing the bids at the time of submission by contractor. The contactor has to procure digital Signature certificates issued by above authority as per the procedure. Digitally signed bids are to be submitted electronically through e-procurement, without which the tender will not be considered for opening the price Bid. iii. The bidders would be required to register on the e-procurement market place www.tendersodisha.gov.in and submit their bid online. The Department will not accept any bid submitted in the paper form. The bidders should quote their Tender contract price at the prescribed field / place provided in the e-market place. iv. The bidder may ask question online in the e-procurement portal using his/her DSC, provided the questions are raised within the period of seeking clarification as mentioned in the particular of tender. The officer inviting tender will clarify queries related to the tender. v. Intending bidders can contact the office of the Chief Engineer, Mega lift, A-8/2, Bhoi Nagar, Bhubaneswar for any clarification, information on any working day during working hours. No clarification will be entertained after the pre-bid meeting. vi. The bidders are requested to submit the bids in single stage with double covers. One cover (i.e Cover-I) is for Techno-commercial bid and

		another cover (i.e Cover-II) is for price bid. **Cover-1: Techno-commercial bid**: This will contain the following documents in two PDF files. File–I: This shall contain ➢ Covering letter (TECH-1) on bidder's letter head requesting to participate in the selection process. ➢ Bid Processing Fee & Earnest Money Deposit (EMD) as applicable. ➢ General Details of the Bidder (TECH-2). ➢ Bidder's Financial details (TECH-3) ➢ Power of Attorney (TECH-4) in favour of the person signing the bid on behalf of the bidder. ➢ Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies / International & National Organization in the recent past on the letter head of the bidder. ➢ Bidder's past experience details (TECH-5). ➢ Affidavit regarding Conflict of Interest (TECH-6). ➢ Deviation/No deviation confirmation/Comments and Suggestions (TECH-7). ➢ Approach, Methodology & Work Plan to undertake the assignment (TECH – 8). ➢ CV of Key Personnel (TECH-9). ➢ Proposed Work Plan to carry out the assignment (TECH-10). ➢ Declaration of Noninvolvement in any legal conflicts or any pending legal issues with the Client/Employer during last 3 years. (on the letterhead of the bidder) ➢ Other documents as per RFP. File-II: This shall contain ➢ Certificate of incorporation. ➢ ISO certification. ➢ PAN & GST Registration Certificate. ➢ EPF / ESI Registration certificate. ➢ Organization Set up giving details of Manpower. ➢ Valid Trade Licenses ➢ Valid Registry or Valid Registration Certificate of State Govt. or Valid Commercial Lease Deed (Registered) or Valid and Notarized Rent

		Agreement for Commercial Use) along with current electricity bill for any 4 (four) offices located at Delhi / NCR, Mumbai, Chennai, Kolkata, Bangaluru,Ahmedabad/Baroda and Hyderabad. ➢ Company Registration Certificate in case of Limited / Public Limited Company /Partnership deed in case of Partnership Company / Affidavit duly notarized in case of sole proprietorship Business, as the case may be. ➢ Unutilized line of credit for fund based and non-fund-based limits in case of access to credit facilities on the date of NIT from their bankers. ➢ Work commitments in hand as on date of submission of Tender. ➢ Similar work experience. ➢ Any other documents specified in tender document. i. The Applicant shall upload scanned copies of the Technical Proposal as specified above on the Tender Portal before 5.00 PM on the Proposal Submission due date as specified in the RFP. Financial Proposal as specified above is to be submitted online only & no hard copy is to be submitted. ii. It may be noted that the scanned copies can be prepared in PDF file format for Technical Proposal and in excel format for Financial Proposal, uploaded by the Authority in the designated locations. **<u>Cover-2: Price bid</u>** The Price Bid shall be in intelligent Excel format. This is to be downloaded from website, the price is to be filled up without any change in wording & format and uploaded. **Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal have to be signed by the authorized representative of the bidder. Bids with any conditional offer shall be out rightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.**

6.	Bid Processing fee	The Bidder shall bear all costs associated with the preparation of the bid and submission of its Bid for this Cluster, and OWNER shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. The bidder shall pay along with the Techno Commercial Bid the required Bid processing fee amounting to Rs 10,000/- (Non-Refundable) through online mode of transaction as prescribed in the RFP failing which the bid shall be rejected.
	EMD/Bid Security	The bidder shall pay towards EMD to the tune of Rs.1,76,200/- through online mode along with the Techno Commercial Bid failing which the bid shall be rejected.
7.	Language of Bid	The Bid, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and OWNER, shall be written in English.
8.	Alternative Bids	The Bid shall be submitted strictly as per the tender requirement and as per the prescribed format. Alternative price bids shall be rejected.
9.	Pre-bid Queries/Pre-bid meeting	A pre-bid conference will be held as per the schedule mentioned in the RfP in the Conference Hall of the Chief Engineer, Mega Lift for giving clarifications, if any, on the RfP documents. Bidders are allowed to submit their queries in respect of the RFP and other details, if any, to the Chief Engineer, Megalift through e-mail cemlpwr.od@gmail.com till the timeline stipulated in the RFP. Clarifications to the above will be uploaded on the tender portal www.tendersodisha.gov.in for the purpose of preparation of proposal.
10.	Amendment of Bidding document	At any time prior to the deadline for submission of the Bids, OWNER may amend the Bidding Document by issuing addenda. 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.
11.	Currencies of Bid	Bidders shall express their bid price in Indian Rupees only.

12.	Period of Validity of Bids	Bids shall remain valid for 180 days from the due date of submission of the Bids. A Bid valid for a shorter period shall be rejected by OWNER as non-responsive.
13.	Deadline for Submission of Bids	Bids must be submitted by the bidder on or before the date and time, stated in the RFP. OWNER may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document, in which case all rights and obligations of OWNER and Bidders shall stand for the extended dead line as it stood for the original dead line.
14.	Bid opening	OWNER shall conduct the opening of Techno-Commercial Proposals through online mode in the presence of Bidders' authorized representatives. The price proposal will be opened for the technically responsive bidders who qualify for financial opening as per RFP. The date and time of opening of price proposal will be notified later.
15.	Clarification of Bids	To assist in the examination, evaluation and comparison of the Bids, OWNER may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by OWNER shall not be considered. OWNER's request for clarification and the response shall be in writing.
16.	Responsive-ness and Evaluation of Techno-Commercial Proposals.	A substantially responsive Techno-Commercial Proposal is one that conforms to all the terms, conditions, specifications and eligibility criteria of the RFP 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 RFP laid down in ITB including full and unconditional compliance of relevant clauses of ITB. 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 RFP 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 deadline for submission of the clarification. If the clarification is not received by the dead line given above, the Owner shall proceed with the bid evaluation as per the information available. 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.
17.	OWNER 's Right to Accept Any Bid, and to Reject Any or All Bids	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.
18.	Award Criteria	The Owner shall award the Contract to the lowest evaluated responsive bidder(L-I), provided the price quoted is held to be reasonable.
19.	Award of Contract	Prior to the expiration of the period of bid validity, OWNER shall notify the successful Bidder, in writing through a letter of award, that its Bid has been accepted for award of contract. Until a formal Contract is prepared and executed, the Letter of Award shall constitute a binding Contract. Within 07 days of LOA, the TPIA shall sign, date, and return the LOA copy to the Owner as acknowledgement.
20.	Signing of Contract	Within 30 days of award of LOA, the TPIA shall sign the contract documents in non-judicial stamp paper subject to fulfillment of the following conditions and send it back to OWNER. The conditions are; i. Submission of CPBG: Within 30 days of the receipt of letter of award from OWNER, the successful Bidder shall furnish the Contract Performance Bank Guarantee @10% of the Contract Price in accordance with the GCC, using the Contract Performance Bank Guarantee Form in Appendix. Failure of the successful Bidder to submit the above-mentioned Contract Performance Bank Guarantee or sign the Contract shall constitute sufficient grounds for the annulment of the award. In that event OWNER

		may award the Contract to the 2nd ranked Bidder whose offer is substantially responsive and is determined by OWNER to be Techno-Commercially qualified to perform the Contract satisfactorily.
21.	Local Conditions	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.
22.	Disclaimer	This Request for Proposal (RfP) has been prepared by OWNER for selection of Third-Party Inspection Agency (TPIA) for construction of Mega Lift Schemes in two clusters with 33/6.6/0.415 kV sub-stations with associated lines within the State of Odisha. Though adequate care has been taken while preparing the RfP documents, the Bidder shall satisfy himself that document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately for discussion and resolution. 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.
23.	Time period of Contract:	The time period for completion of the contract is 36 months from the **date of Signing of contract**.

		Time is the essence of the Contract; TPIA shall endeavor to complete the contract within the contractual period by all means. However, under unforeseen circumstances for reasons not attributable to TPIA, OWNER reserve the right to extend the contract period.
24.	Confidentiality	Information relating to the examination, evaluation, comparison of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any attempt by a Bidder to influence OWNER in the examination, evaluation, comparison of the Bids or Contract award decisions may result in the rejection of its Bid.
25.	Date of Pre-bid conference	Date: **22.10.2026** & Time: **11.00 AM**
26.	Due date of submission of Bid	Date: **03.11.2026** & Time: up to **5.00PM** Through online mode
27.	Date of opening of Techno-commercial Bid	Date: **04.11.2026** & Time:**11.00AM**

SECTION – III

GENERAL CONDITIONS OF CONTRACT

Section- III
General Conditions of Contract

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

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

		extent to which it is being waived. Severability of any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
6. Language	6.1 6.2	The Contract as well as all correspondence and documents relating to the Contract exchanged by the TPIA and OWNER, shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern. The Bidder shall bear all costs of translation to English and all risks of the accuracy of such translation.
7. Corrupt Practices	7.1	OWNER requires TPIA to observe the highest standard of ethics during the execution of such contracts. (a) The following definitions apply: "corrupt practice" means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract; "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the OWNER, designed to influence the action of any party in a procurement process or the execution of a contract; "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract; (b) OWNER will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent,

		engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
8. Contract Performance Bank Guarantee (CPBG)	8.1	The TPIA shall, within thirty (30) days of the receipt of Letter of Award, provide a Contract Performance Bank Guarantee for an amount equivalent to 10% of the Contract Price,estimated based on total number of man days. The amount of Contract Performance Bank Guarantee shall be specified at the time of awarding the contract to the successful bidder. The CPBG is for security towards satisfactory performance of the Contract valid for 39 months (36 months contract period plus 3 months) confirmed by Bhubaneswar branch of the issuing bank to be encashable at Bhubaneswar.
	8.2	In the event TPIA commits any delay in execution of its contract or defaults in satisfactory execution of contract or there is any breach of contract and the delay/default/breach continues further even after expiry of 15 days intimation to that effect, OWNER shall reserve the right to invoke the Contract Performance Bank Guarantee and appropriate the amount secured there under.
	8.3	The Contract Performance Bank Guarantee shall be denominated in the Indian rupees.
	8.4	If the contract period of TPIA gets extended due to any reason, TPIA shall furnish the extended Contract Performance Bank Guarantee for such extension period.
	8.5	The Contract Performance Guarantee shall be discharged by OWNER and returned to the TPIA not later than Fifteen (15) days following the date of completion of the TPIA's performance obligations under the Contract.
9. Contract Price	9.1	The Contract Price shall be FIRM and fixed during the tenure of Contract in accordance with the Price Proposal annexed as Section-VI (enclosed) considering the establishment & manpower deployment envisaged.
	9.2	However, based on actual deployment of Manpower the actual value of the contract may vary.

	9.3	In the event the contract does not get completed within the contractual period the contract may be extended at the same rates, terms and conditions of contract up to six months or until the contract price computed based on estimated man-days (including plus 20% variation) gets consumed, whichever is later.
	9.4	**In case the contract needs further extension beyond the above limits at 9.3, the existing rate will be enhanced by 10% with the same terms & conditions up to one year.**
	9.5	The Contract price shall be inclusive of all cost, expenses and overheads, but exclusive of GST and shall be paid extra as per the prevailing rate during the period of Service.
	9.6	The Price for the additional assignment / deliverables over and above the defined scope of work, if any, shall be decided mutually between OWNER& TPIA as per standard practices of OWNER.
10. Terms of Payment	10.1	100% payment towards inspection shall be made on the monthly basis on receipt of bills supported by statements of inspection carried out during the month andduly certified by the Engineer-in-charge. The reimbursement of expenses as agreed upon shall also be made on monthly basis.
11. Taxes and Duties	11.1	The Price quoted by the TPIA shall be exclusive of GST for the entire scope of TPI specified under Section-IV.
	11.2	However, GST shall be paid extra as per the prevailing rate.
	11.3	TDS as applicable shall be deducted from payment to the TPIA while releasing the payment.
12. Statutory Obligation	12.1	The TPIA shall ensure that the statutory obligation have been fully complied under the contract with them.
13. Sub-contracting	13.1	Sub-Contractingis not allowed under the contract.
14. Disclosure of Information	14.1	The TPIA shall – (a) keep all Records and other information in a secure location so that no un-

		authorized person is able to gain access to them; and (b) ensure Records are kept confidential and are not disclosed to any person other than the OWNER and the Project Director except where – (i) required by law; or (ii) the OWNER's Consent is obtained.
15. Liability/ Indemnity	15.1	The TPIA hereby agrees to indemnify OWNER, for all conditions and situations mentioned in this clause, in a form and manner acceptable to OWNER. The TPIA agrees to indemnify OWNER and its officers, servants, agents (**"**OWNER **Indemnified Persons"**) from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of: i. any negligence or wrongful act or omission by the TPIA or its agents or employees or any third party associated with TPIA in connection with or incidental to this Contract; or ii. any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied Goods and Related Services or any part thereof.
	15.2	The TPIA shall also indemnify OWNER against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.
	15.3	Without limiting the generality of the provisions of this article 15.1 and 15.2, the TPIA shall fully indemnify, hold harmless and defend OWNER Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which OWNERIndemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any

		Goods, Related Services, information, design or process supplied or used by the TPIA in performing the TPIA's obligations or in any way incorporated in or related to the Project.
	15.4	If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the TPIA shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Goods or Related Services, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the TPIA shall promptly make every reasonable effort to securefor OWNERa, license, at no cost to OWNER, emphasize continued use of the infringing work. If the TPIA is unable to secure such license within a reasonable time, the TPIA shall, at its own expense, and without impairing the specifications and standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.
	15.5	Survival on termination. The provisions of this Clause shall survive Termination. Defence of Claims: 15.5.1 If any proceedings are brought or any claim is made against OWNER arising out of the matters referred to Arbitrator. OWNER shall promptly give the TPIA a notice thereof, and the TPIA may at its own expense and in OWNER's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. 15.5.2 If the TPIA fails to notify OWNER within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then OWNER shall be free to conduct the same on its own behalf. 15.5.3 OWNER shall, at the TPIA's request, afford all available assistance to the TPIA in

		conducting such proceedings or claim, and shall be reimbursed by the TPIA for all reasonable expenses incurred in so doing.
16. Limitation of Liability	16.1	Except in cases of gross negligence or willful misconduct: a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the TPIA to pay liquidated damages to OWNER; and b) the aggregate liability of the TPIA to OWNER, whether under the Contract, in tort, or otherwise, shall not exceed the Contract Price provided that this limitation shall not apply to any obligation of the TPIA to indemnify OWNER with respect to patent infringement.
17. Settlement of Disputes & Arbitration:	17.1	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.
	17.2	If any dispute or difference of any kind, whatsoever, shall arise between the Owner and the TPIA arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Chief Engineer, Megalift, Bhubaneswarwho, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the owner and the TPIA.
	17.3	Save as hereinafter provided, such decision in respect of every matters so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the TPIA who shall proceed with the Works with all due diligence, whether he or the Owner requires arbitration as hereinafter provided or not.
	17.4	If after the Chief Engineer, Megalift, Bhubaneswar has given written notice of his

		decision to the parties and no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.
	17.5	In the event of the Chief Engineer, Megalift, Bhubaneswar failing to notify his decision as aforesaid within thirty (30) days after being requested as aforesaid, or in the event of either the Owner or the TPIA being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty days, as the case may be, either party may require that the matters in dispute be referred to arbitration as hereinafter provided.
	17.6	All disputes or differences in respect of which the decision, if any, of the Chief Engineer, Megalift, Bhubaneswar has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.
	17.7	The arbitration shall be conducted by three arbitrators, one each to be nominated by the TPIA and the Owner and the third to be appointed as an presiding arbitrator by both the arbitrators in accordance with the Arbitration & Conciliation Act-1996. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration. In case of failure of the two Arbitrator appointed by the parties to reach upon consensus within a period of 30 days from the appointment of Arbitrators subsequently appointed, then, upon the request of either or both parties, the presiding Arbitrator shall be appointed by Secretary, Department of water Resources.
	17.8	The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act-1996 or any statutory modification thereof. The venue of arbitration shall be Bhubaneswar.
	17.9	The decision of the majority of the arbitrators shall be final and binding upon the parties. The

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

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

		and the Contract shall accordingly be amended. Any claims by the TPIA for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the TPIA's receipt of OWNER's Change Order.
	21.3	No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.
22. Default of the TPIA	22.1	If the TPIA – (a)fails to observe or perform any of its obligations pursuant to the Contract; (b) fails to comply with a direction of the Chief Engineer, Megalift, Bhubaneswargiven in accordance with the provisions of the Contract; (c) assigns the Contract or any of its benefits or purports to assign, subcontract or otherwise divest itself of any of its obligations under the Contract without the Principal's Consent; (d) enters into any arrangement or proceedings for the purpose of insolvency administration or is placed under official management; or (e) abandons or refuses to proceed with the Consultancy Services; (f)creates a conflict of interest under these Conditions of Contract, (g) fails to deliver to the OWNER any as-constructed documentation as specified in the Scope Of Work,
	22.2	The OWNER may suspend payment under the Contract and shall notify the TPIA in writing specifying the reason for the notice and requiring the TPIA to show cause within thirty (30) days from the giving of such notice why the appointment of the Consultant should not be terminated.
	22.3	If the TPIA fails to show cause within the period specified in the notice to the satisfaction of the OWNER, the OWNER may without prejudice to any other rights, terminate the appointment of the TPIA by notice to the TPIA by the date specified in the notice. On termination of the appointment of the TPIA

	22.4	pursuant to this Clause, all money which has been paid and all money to be paid for work done to the date of termination shall be in full and final satisfaction of all claims by the TPIA under the Contract.
23. Default of the OWNER	23.1	If the OWNER commits a substantial breach of the Contract, the TPIA may give the OWNER a notice to show cause within twenty eight (28) days why the Consultancy Services should not be terminated.
	23.2	If by the time specified in a notice under clause 23.1 the OWNER fails to show reasonable cause why the Consultant should not exercise a right referred to in Clause 23.1, the Consultant may by notice suspend the whole or any part of the Consultancy Services.
	23.3	The TPIA shall lift the suspension if the OWNER remedies the breach. If within 28 days after the suspension under Clause 23.2 the OWNER fails to remedy the breach the TPIA may by notice to the OWNER terminate the Contract.
	23.4	The TPIA shall be entitled to recover from the OWNER any direct costs incurred by it as a direct result of the termination.
24. Termination	24.1	Termination for Default: a. Owner may, without prejudice to any other remedy for breach of Contract, by giving one month's notice of default to the TPIA, terminate the Contract in whole or in part: (i) if the TPIA fails to deliver any or all of the Services within the period specified in the Contract, or within any extension thereof granted by OWNER pursuant to GCC; or (ii) if the TPIA, in the judgment of OWNER has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC, in competing for or in executing the Contract; or

		(iii) if, any representation made by the bidder in the proposal is found to be false or misleading; or (iv) if the TPIA commits any breach of the Contract and fails to remedy or rectify the same within the period of four weeks (or such longer period as OWNER in its absolute discretion decide) provided in a notice in this behalf from OWNER. a) In the event OWNER terminates the Contract in whole or in part, pursuant to GCC , OWNER may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered or not performed, and the TPIA shall be liable to OWNER for any additional costs for such Services. However, the TPIA shall continue performance of the Contract to the extent not terminated.
	24.2	Termination for Insolvency: OWNER may at any time terminate the Contract by giving Notice to the TPIA if the TPIA becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the TPIA, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to OWNER.
	24.3	Termination for Convenience: OWNER, by Notice sent to the TPIA, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for OWNER's convenience, the extent to which performance of the TPIA under the Contract is terminated, and the date upon which such termination becomes effective.
	24.4	Consequences of Termination: Upon Termination of the Contract, the TPIA shall: (i) Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the OWNER (ii) The OWNER with designated team will review and approve the Exit plan.

		In case of discontract, OWNER shall provide an exit plan to the TPIA to which TPIA will abide by. (iii) The TPIA and designated officer from OWNER will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.
25. Assignment	25.1	The TPIA shall not assign, in whole or in part, their obligations under this Contract.
26. Confidential Information	26.1	Both parties undertake to each other to keep confidential all information (written as well as oral) concerning the business and affairs of the other, which has been obtained or received as a result of the discussion leading upto or the entering of the contract.
	26.2	After the entering of the contract OWNER and the TPIA shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
	26.3	OWNER shall not use such documents, data, and other information received from the TPIA for any purposes unrelated to the Contract. Similarly, the TPIA shall not use such documents, data, and other information received from OWNER for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
	26.4	The obligation of a party under GCC Sub-Clauses 26.1 and 26.2 above, however, shall not apply to information that: 26.4.1 OWNER or TPIA need to share with the institutions participating in the financing of the Contract; 26.4.2 now or hereafter enters the public domain through no fault of that party; 26.4.3 can be proven to have been possessed

		by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or 26.4.4 Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality
	26.5	The above provisions of GCC shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
	26.6	Each of the parties to this contract, undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of the above clauses by it's employees, agents and sub-contractors.
	26.7	The provisions of GCC Clause 26 shall survive completion or termination, for whatever reason, of the Contract.
27. Public disclosure	27.1	All services provided to OWNER by bidder are subject to Country public disclosure laws such as RTI etc.
	27.2	The TPIA shall not make or permit to be made public announcement or media release about any aspect of this Contract unless OWNER first gives the TPIA its written consent.
28. Review of Performance	28.1	A designated team / person from OWNER may review the performance of TPIA against the TPIA at any time. The review / audit report will form basis of any action relating to imposing liquidated damage on or breach of contract of the TPIA.
29. Adherence to safety procedures, rules, regulations and restriction	29.1	TPIA shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by OWNER shall be applicable in the performance of this Contract and Vendor's Team shall abide by these laws.
	29.2	The TPIA shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety

		rules and instructions. TPIA's Team shall adhere to all security requirement/regulations of OWNER during the execution of the work. OWNER"s employee also shall comply with safety procedures/policy.
	29.3	The TPIA shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
	29.4	OWNER will be indemnified for all the situations mentioned in this clause in the similar way as defined in GCC.
	29.5	The employees engaged by the TPIA will be guided by OWNER leave rule.
30. non-Solicitation ofStaff	30.1	For the purpose of this contract, both parties to this contract agree, not to solicit either directly or indirectly with a view to provide or offer employment to, offer to contract with or entice a staff member of the other party to leave without the consent of the other during the term of this contract and for an additional period of 180 days after termination.
31. Intellectual Property	31.1	OWNER shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all Source code, Object code, records, reports, designs, application configurations, data and written material, products, specifications, reports, drawings and other documents which have been newly created and developed by the TPIA solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The TPIA undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to OWNER and execute all such contracts/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of OWNER. To the extent that Intellectual Property Rights are unable by law to so vest, the TPIA assigns those Intellectual Property

		Rights to OWNER on creation.
	31.2	The TPIA shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the TPIA shall keep OWNER indemnified against all costs, expenses and liabilities what so ever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the TPIA or its personnel during the course of performance of the Related Services. In case of any infringement by the TPIA, the TPIA shall have sole control of the defense and all related settlement negotiations.
	31.3	Subject to sub-clauses 31.1 to 31.2, the TPIA shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the TPIA that existed before the effective date of the contract.
32. Survival	32.1	The clauses of this contract, which by nature are intended to survive termination of this contract, shall remain in effect after such termination.
33. Conflict of Interest	33.1	The TPIA warrants that, to the best of its knowledge, information and belief, at the date of submitting its Proposal, no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract. If during the currency of the Contract, a conflict or risk of conflict of interest arises (without limitation, because of work undertaken for any person other than the OWNER) the TPIA undertakes to notify the Chief Engineer, Megalift, Bhubaneswarimmediately in writing, of that conflict of interest.
	33.2	The TPIA shall take all reasonable measures to ensure that its employees, agents and subcontractors do not, during the currency of the Contract, engage in any activity or obtain

		any interest which is in conflict with providing the Consultancy Services to the OWNER fairly and independently. Any such activity must be disclosed in writing to the Chief Engineer, Megalift, Bhubaneswar immediately.
	33.3	Where the Chief Engineer, Megalift, Bhubaneswarreceives a notice of conflict of interest under Clause 33.1 or 33.2, the OWNER may proceed under clause 33 of the Contract, to terminate the Contract.
	33.4	The TPIA shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the OWNER under the contract. It should be the requirement of the consultancy contract that the consultants should provide professional, objective and impartial advice and at all times hold the OWNER's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. TPIA shall not be hired for any assignment that would be in conflict with their prior or current obligations to other OWNERs, or that may place them in a position of being unable to carry out the assignment in the best interest of the Owner.
34. Conflict among assignments	34.1	Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting a OWNER in the privatization on public assets shall neither purchase nor advise purchasers of, such assets.
35.Professional Liability.	35.1	The TPIA is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. As the TPIA's liability to the employer will be governed by the applicable law, the contract need not deal with this matter unless the parties wish to limit this liability. If

		they do so, they should ensure that (a) there must be no such limitation in case of the consultant's gross negligence or willful misconduct; (b) the consultant's liability to the Owner may in no case be limited to less than the total payments expected to be made under the consultant's contract, or the proceeds the TPIA is entitled to receive under its insurance, whichever is higher; and (c) any such limitation may deal only with the TPIA's liability toward the employer and not with the TPIA's liability toward third parties.
36.Staff Appointment / Substitution.	36.1	TPIA shall ensure to appoint its personnel from the names of Key Staff proposed in techno-commercial proposal as per the requirement of different offices and shall be duly approved by the Chief Engineer, Megalift.
	36.2	In the event, the required Key Staff is not appointed, the OWNER shall notify TPIA on the failure of the TPIA to make necessary appointments and TPIA shall appoint such Staff /personnel within one month of such notice.
	36.3	During an assignment, if substitution is necessary, the TPIA shall propose other staff of at least the same level of qualifications for approval by the Owner.
37. Cessation of Responsibility	37.1	All responsibilities of TPIA under this CONTRACT shall be deemed to have been discharged upon expiry of defect liability period of works contracts of all packages within this Clusters.
	37.2	OWNER responsibilities shall be deemed to have been satisfied on acceptance of TPIA's SERVICES and payments by OWNER to TPIA of all amounts due and payable under the CONTRACT.
38. Changes and additions in Consultant's scope of works	38.1	OWNER shall have the right to request TPIA in writing to make any changes, modifications, deletions and/or additions to TPIA 's scope of works. TPIA shall review such written requests and if such changes and additions would jeopardize fulfillment of any of TPIA 's obligations under this CONTRACT, TPIA will not be obliged to make such changes or withhold any part of the works pursuant to such changes and/or additions contemplated by OWNER. Otherwise, TPIA will work out the

		estimate of price and time adjustment on account of such changes, modifications, deletion and/or additions sought by OWNER and the same shall be mutually agreed. Unless TPIA receives written authority from OWNER on variation in prices and time schedule, TPIA will not be obliged to proceed with any such variation in the scope of works.
39. Notices	39.1	All notices and other communications under this contract must be in writing, and must either be mailed by registered mail with acknowledgement due or hand delivered with proof of it having been received.
	39.2	If mailed, all notices will be considered as delivered after 7 days, of the notice having been mailed. If hand delivered, all notices will be considered, when received by the party to whom the notice is meant and sent for.
	39.3	All notices under this contract shall be sent to or delivered at the address as specified by the parties.
	39.4	A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

SECTION – IV

SCOPE OF WORK

Section-IV

SCOPE OF WORK OF THE THIRD PARTY INSPECTION AGENCY (TPIA)

A. General Scope of Work

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

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

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

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

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

I. The TPIA is required to review all the Quality Assurance Plans (QAP) submitted by the EPC Contractor and vet for approval by the Owner before procurement of materials and equipments.

II. Expediting the TPI services formulating proper procurement plan of similar materials and equipments of all the schemes of the cluster contractor for timely inspection with optimum manpower deployment by TPIA.

2. SHOP INSPECTION

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

i. Review the fabrication, manufacturing procedures etc. of D.IPipe Line including approval.

ii. Approve deviations from specifications/procedures for inspection in consultation with client.

iii. Organize and coordinate with owner/PMC for third party inspection.

iv. The inspection of equipments/materials shall be done as per the conditions spelt out in the approved QAP of the manufacturer.

v. To carry out stage inspection during the manufacturing process as per approved QAP.

vi. To carry out final inspection test(s) after completion of manufacturing process as per approved QAP.

vii. To accept satisfactory inspection test(s) in the format to be jointly signed with the concerned engineer of the vendor and the representative of EPC Contractor.

viii. To report deviations in the quality checks with recommendations for acceptance/rejection/repairs, in case of unsatisfactory inspection tests.

3. OTHER RESPONSIBILITIES

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

ii. Submission of monthly progress report (04 sets).

iii. List of Materials & Equipments broadly covered in the scope of procurement by the EPC contractor is given in annexure – 1.

iv. TPIA shall provide assistance to Owner during installation/commissioning/ Post commissioning of LI Schemes.

v. The representatives of the TPIA shall make joint inspection with representative of the EPC Contractor as per the approved QA Plan during receipt of materials, equipments at site/store as well as during execution of the project i.e. erection of electrical, electro-mechanical, mechanical installations, alignment fit up of pipes, fittings of valves and reducers and joints etc.

SECTION – V

MODALITY OF INSPECTION WORK – MANPOWER DEPLOYMENT

The TPIA Shall engage Resident Inspection Officer assisted by qualified inspectors to take up the inspection works. The EPC contractor shall issue inspection calls through the Employer depending on the procurement plan of the vendors. The man days required for the inspection shall be mentioned in the call letter.

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

Monthly Summary Report of Inspection

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

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

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

EPC Contractor
Signature :_____

Seal of Company

Inspection Agency :_____
Signature :_____

Seal of Company

QC Engineer of Vendor
Signature :_____

Note : Copy of Inspection call notice to be attached

SECTION – VI

Forms for Submission of Techno-Commercial and Price Proposals

Section-VI(A)

TECHNO- COMMERCIAL PROPOSAL

TECH – 1
COVERING LETTER
(ON BIDDER'S LETTER HEAD)
[Location, Date]

To,

The Chief Engineer,
Megalift, Bhubaneswar.

Subject: Engagement of Third-Party Inspection Agency (TPIA) for implementation of Megalift project in Cluster-___.

Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No._____ Dated._____. I hereby submit the proposal which includes this technical proposal. Our proposal will be valid for acceptance up to 180 Days and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. In case, any provisions of this RFP including of our technical & financial proposal is found to be deviated, then Department shall have rights to reject our proposal including forfeiture of the Earnest Money Deposit absolutely. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

I understand you are not bound to accept any proposal you receive. I remain,

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation:
Address of Bidder:

TECH – 2
BIDDER'S ORGANIZATION (GENERAL DETAIL)

Sl. No.	Description	Full Details
1	Name of the Bidder	
2	Address for Communication: Tel: Fax: Email id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No: Email id:	
4	Registration/Incorporation Details Registration No: Date & Year.:	
5	Local office in Odisha if Yes, Please furnish contact details	Yes/No
6	Bid Processing Fee Details Amount: Online reference No. Date: Name of the Bank:	
7	EMD Details Amount: Online reference No. Date: Name of the Bank:	
8	PAN Number	
9	Goods and Services Tax identification Number (GSTIN)	
10	Willing to carry out assignments as per the scope of work of the RFP	YES
11	Willing to accept all the terms and conditions as specified in the RFP	YES

Authorized Signatory [In full and initials]:

Name and Designations with Date and Seal:

TECH – 3
BIDDER ORGANIZATION (FINANCIAL DETAILS)

Financial Information in INR						
Details	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	Average
Average Annual Turnover from consultancy business (in Crore)						

Supporting Documents:

Audited certified financial statements for the last Five FYs (preceding the financial year in which the proposal is due) (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form). In case audited statement for FY _____ are not available, bidder may provide provisional statement for the same.

Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned signature will be entertained.

Signature and Seal of the Company Auditor with Date in original

Authorized Signatory [In full initials with Date and Seal]:

Communication Address of the Bidder:

[NB: No Scanned Signature will be entertained]

TECH – 4
FORMAT FOR POWER OF ATTORNEY
(On Bidder's Letter Head)

I, the (Designation) of (Name of the Organization) in witness whereof certify that <Name of person> is authorized to execute the attorney on behalf of <Name of Organization>, <Designation of the person> of the company acting for and on behalf of the company under the authority conferred by the <Notification/Authority order no.>Dated<date of reference>has signed this Power of attorney at <place> on this day of <day><month>, <year>.

The signatures of <Name of person> in whose favour authority is being made under the attorney given below are hereby certified.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:
Signature, Name & Designation of person executing attorney:
Address of the Bidder:

TECH – 5
(BIDDER'S PAST EXPERIENCE DETAILS)

Sl. No.	Period	Name of the Assignment with details thereof	Name of the Client/Employer	*Contract Value (in INR) and Duration in Month	Date of Award/Commencement of assignment	Date of Completion of assignment	Remarks if any
A	B	C	D	E	F	G	H
1							
2							
3							
4							
5							

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

Note: Bidders are requested to furnish the list of assignments of similar undertaken during the last 10 Years (preceding the due date of proposal) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order/Contract Document/Completion Certificate from the previous Client/Employers need to be furnished along with the above information.

TECH – 6
INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your Third party inspection Consultant which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria. If yes, please furnish details of any such activities.

If no, please certify,

IN BIDDER'S LETTER HEAD

I, hereby declare that our Third party Consultant as Individual is not indulged in any such activities which can be termed as the conflicting activities as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria.

I, also acknowledge that in case of misrepresentation of any of the information, our proposal/contract shall be rejected/terminated by the Clint/Employer which shall be binding on us.

Authorized Signatory [In full initials with Date and Seal]:

Communication Address of the Bidder:

TECH – 7

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)

Authorized Signatory [In full and initials] Name and Designation with Date and Seal:

TECH-8
DESCRIPTION OF APPROACH, METHODOLOGY & WORK PLAN TO UNDERTAKE THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, Bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, he should highlight the problems being addressed and their importance and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections]

A. Understanding of Scope, Objectives and Completeness of response

Please explain your understanding of the scope and objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s), and the degree of detail of such output.

B. Description of Approach and Methodology:
   a. Key guiding principles for the study.
   b. Proposed Framework.
   c. Information matrix
   d. Any other issues

C. Methodology to be adopted:

Explaining of the proposed methodologies to be adopted highlighting of the compatibility of the same with the proposed approach. This includes:

   a. Detail vetting of designs, drawings and estimation procedures.
   b. Field Process Protocol control
   c. Suggestive tools for data collection.
   d. Analysis of field data and preparation of reports
   e. Any other issues

D. Staffing and Study management Plan:

The bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Professionals responsible for it.

Further, it is necessary to enlist of the activities under the proposed assignment with sub-activities (week wise). (Graphical representation)

Authorized Signatory [In full and initials]: Name and Designation with Date and Seal:

TECH-9

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL

1. Proposed Position:

[For each position of key professional separate form Tech 9 will be prepared]

2. Name of Firm:
3. Name of Staff:
4. Date of Birth:
5. Years with Firm:
6. Nationality:
7. Education:

[Indicate College/University and other specialized education of staff member, giving names of institutions, degrees obtained, and dates]

8. Membership in Professional Associations:
9. Other Trainings
10. Countries of Work Experience:
11. Languages

[For each language indicate proficiency: Excellent, Good, Fair or Poor; in Speaking, Reading and Writing]

12. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held. For experience in last ten years, also give types of activities performed and Client / Employer references, where appropriate as per the prescribed format given below]

From [Year]	To [Year]
Procuring Entity Name:	
Position Held:	
Details of the Task Assigned [List all tasks to be performed under this Assignment/Job]	

13. Work Undertaken that best Illustrates Capability to Handle the tasks Assigned

[Among the Assignment/Job in which the staff has been involved, indicate the following information for those Assignment / Jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of the Project	
Year	
Location	
Name of the Client / Employer	
Project Feature	
Position Held	
Activities Performed	

Documents in support of Educational Qualification, Minimum Work Experience & Experience in Relevant Sector to be furnished for evaluation.

Certification:

I, the undersigned, certify that to the best of my knowledge and belief that this CV correctly describes my qualifications and past experiences. I will undertake this assignment for the full project duration in terms of roles and responsibilities assigned in the technical proposal or any agreed extension of activities thereof. I understand that any misstatement herein leads to disqualification of CV.

Date:

Signature of Key Professional with Date or

Authorized Signatory [In full and intiials]:

Name and Designation with Date and Seal:

TECH - 10
PROPOSED WORKPLAN TO CARRY OUT THE ASSIGNMENT

Week Sequence of Study Activities / Sub Activities	1	2	3	4	5	6

Indicate all main activities / sub activities of the proposed assignment including delivery of reports

(Inception and Final Reports) and other associate sub-activities

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:

SECTION- VI (B)

PRICE PROPOSAL

(<On Firm's Letter Head>)
Form F-1:
PRICE PROPOSAL
Forwarding Letter
(To be uploaded under Financial Bid section in 'pdf' format)

From: **To:**

_____ Chief Engineer, Megalift
_____ Plot No. A-8/2 Bhoi Nagar
_____ Bhubaneswar

Sir,

Appointment for TPIA, reference number :_____

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

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

Price Proposal :

The PRICE proposal as per FORM- F-1 & FORM -F-2 must be duly signed by the Authorized signatory and sealed.

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

Yours faithfully,

Authorised Signatory:

Full Name:

Address:

Phone No:

E-mail Id:

Note:

1. TPIA shall quote the price strictly as per the format prescribed in the RfPdocument considering the minimum manpower requirement at Section-V and establishment required to cater to the scope mentioned at Section –IV.

2. The quoted price shall be FIRM and exclusive of GST.

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

FORM F-2

FEE FOR THIRD PARTY INSPECTION

(To be uploaded under Financial Bid section in prescribed intelligent excel format)

\

Section-VII

List of Annexure

ANNEXURE-1- List of Lift Irrigation Schemes

ANNEXURE-2- Contract Form.

ANNEXURE-3- Contract Performance Bank Guarantee.

ANNEXURE- 1
MEGA LIFT IRRIGATION SCHEMES UNDER CLUSTER-_XXXIV & XXXV_

Sl. No.	Cluster No.	Name of the Scheme	Scheme wise CCA. in Ha.	Source	Block	Name of the District
1	**2**	**3**	**4**	**5**	**6**	**7**
1		Bengagan- I	1200	Daya River	Kanas	Puri
2		Bengagan- II	1200	Daya River	Kanas	
3	**XXXIV**	Begunian	1500	Mahanadi	Begunia & Bolagad	Khurda
4		Gediapali	1900	Mahanadi	Begunia & Bolagad	
5		Pichukuli	1900	Mahanadi	Begunia & Bolagad	
5			**7,700.00**			
1		Rasigumi	650	Harabhangi River	Gudari	Rayagada
2		Karanpadu	1000	"Vansadhara River	Padampur	
3	**XXXV**	Dhuapadar	1000	(Karanpadu ISS)"	Muniguda	
4		Alda & Siali	1400	"Vansadhara River	Kasinagar	Gajapati
4			**4,050**			
09			**11,750.00**			

ANNEXURE– 2
Contract Form

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

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

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as "Contract Documents") shall be enclosed herewith and shall be deemed to form and be read and construed as part of this Contract, viz.:

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

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

3. In consideration of the payments to be made by OWNER to the TPIA as indicated in this Contract, the TPIA hereby covenants with OWNER to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. OWNER hereby covenants to pay the TPIA in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by _____(Authorised official of the OWNER)

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

ANNEXURE- 3

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

Date:

Contract Name and No. :

To: _____(*Government of Odisha)*
WHEREAS _____ (hereinafter "the TPIA or Bidder") has undertaken, pursuant to Contract No. _____ dated _____ to supply _____ (hereinafter "the Contract").

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

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

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

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

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

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

This security is valid until the _____ day of _____, _____.

Name

_____

In the capacity of

_____

Signed _____

Duly authorized to sign the security for and on behalf of

_____

Date _____

Notwithstanding anything contained herein above.

i) Our liability under this Bank Guarantee shall not exceed Rs._____ (Rupees _____) only.

ii) The Bank Guarantee shall be valid up to _____ only.

iii) We or our Bank at Bhubaneswar (Name & Address of the Local Bank) are liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us or our local Bank at Bhubaneswar a written claim or demand and received by us or by Local Branch at Bhubaneswar on or before Dt._____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

For_____ (indicate the name of the Bank)

N.B.:

(1) Name of the TPIA:

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

(3) Amount of the Bank Guarantee :Rs……..

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

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

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

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

In the presence of Witness

1. Name & Address _____
   _____
   _____

2. Name & Address _____
   _____
   _____