



ROURKELA SMART CITY LIMITED

Procurement of Building Works on Turnkey Basis (Architectural planning with Design, Execution, Operation & Maintainace)

ROURKELA SMART CITY LIMITED

Name of Project: Redevelopment of Birsa Munda Stadium at Rourkela

NATIONAL COMPETITIVE BIDDING

**(BUILDING WORKS ON TURNKEY BASIS (ARCHITECTURAL PLANNING WITH DESIGN ,
EXECUTION,OPERATION & MAINTAINACE)**

**NAME OF WORK : Redevelopment of Birsa Munda Stadium
in Rourkela**

PERIOD OF SALE OF BIDDING DOCUMENT : FROM Dt. 28.08.2018 TO 28.09.2018

TIME AND DATE OF PRE-BID CONFERENCE : Dt.07.09.2018 at 11:00

LAST DATE AND TIME FOR RECEIPT OF BIDS : Dt.01.10.2018 at 5:00 PM

LAST DATE AND TIME FOR RECEIPT OF BID OFFLINE: Dt.06.10.2018 at 3:00 PM

***TIME AND DATE OF OPENING : Dt.06.10.2018 at 4:00PM
TECHNICALBIDS**

**TIME AND DATE OF CONCEPT : To be notified later.
DRAWING PRESENTATION**

***TIME AND DATE OF OPENING : To be notified later
FINANCIAL BIDS**

**PLACE OF OPENING OF BIDS : Office of the Rourkela Smart City Ltd
Udit Nagar,Rourkela-769012.**

**OFFICER INVITING BIDS : Chief Executive Officer
Rourkela Smart City Limited
Rourkela-769012.Odisha**

INVITATION FOR BID
(IFB)

E-mail ID: rourkelascl@gmail.com
Tel. -(0661)-2500388

ROURKELA SMART CITY LIMITED

File No. RSCL/97/2018/ Rourkela, the 28th August. 2018

INVITATIONS FOR BIDS (IFB) NATIONAL COMPETITIVE BIDDING

Bid Identification No. RSCL/437/ 2018-19

1. The Chief Executive Officer, Rourkela Smart City Limited invites bids from reputed Indian firms registered with the State Government and bidders of equivalent Grade / Class registered with Central Government / MES / Railways for the building works detailed in the table below on turnkey basis (i.e. Architectural planning with design & execution).

TABLE

Package No	Name of the Building	Bid Security(Rs)	Cost of Bid Document(Including GST)	Period of Completion
1	2	3	4	5
1	Redevelopment (Design, Execution, Operation & Maintenance of Birsa Munda Stadium at Rourkela on Turn key Basis in the State of Odisha	Rs.77 Lakhs	Rs.11,200/-(Demand Draft in favour of RSCL(Smart City Mission Grant Fund)	24(Twenty Four Month) execution period with 60 months Operation & Maintenance Period

2. The Bidder have to The Bidders have to participate in ONLINE bidding only. Further details can be seen from the website :<https://tendersodisha.gov.in>. Any addendum / corrigendum / cancellation of tender can also be seen in the said website.

3. The Bid documents shall be available for downloading in the website: <https://tendersorissa.gov.in> from Dt.28.08.2018 at 05:00 PM.

4. Online Submission of Bids shall be on or before Dt.01.10.2018 up to 5:00 PM and hardcopy shall be received on or before Dt.06.10.2018 up to 3:00 PM by this office. The bidder must possess compatible Digital Signature Certificate (DSC) of Class-II or Class- III.

5. Bids received online on due date and time, shall be opened at Dt.06.10.2018 at 4:00 PM in the Office of the Chief Executive Officer, Rourkela Smart City Limited, Rourkela.

6. Other details can be seen in the bidding documents.

7. The authority reserves the right to cancel any or all bids without assigning any reason.

Sd/-

Chief Executive Officer, RSCL

Copy forwarded to the Deputy Director (Advertisement) & Deputy Secretary to Govt., I. & P.R. Dept., Odisha, Bhubaneswar with a request to get the Invitation for Bids (IFB) published in two nos. of leading Odia Daily and two nos. of National English Daily Newspapers at an early date for wide circulation.

Since the date of download of Bid documents for the work starts **from dt.28.08.2018**, it is requested that the Invitation for Bids may be published prior to **dt.28.08.2018**.

Complimentary copy of the Newspapers publishing Invitation for Bids (IFB) may be sent to this office for reference and record. The approximate indicative cost of the project is **Rs.76.98 Crore**.

Encl : 1) CD of this letter : 1 no.

-Sd/-

Chief Executive Officer, RSCL

SECTION 1

INSTRUCTION TO BIDDERS **(ITB)**

A. General Instructions

1. Scope of Bid :

- 1.1 The Chief Executive Officer, Rourkela Smart City Limited invites bids for the building works “Redevelopment (Architectural Planning with Design, Execution, Operation & Maintenance of Birsa Munda Stadium at Rourkela on Turnkey Basis in the state of Odisha.” with design & execution.
- 1.2 The successful bidder shall be expected to complete the works by the intended completion date specified in the Contract.
- 1.3 Throughout these bidding documents, the terms 'bid' and 'tender' and their derivatives (bidder, tenderer, bid/ tender, bidding/ tendering, etc.) are synonymous. Contractor means the selected bidder for the work.

2. Source of Funds :

The expenditure on this project shall be met from the Smart City Mission Grant Fund, Rourkela Smart City Limited

3. Eligible Bidders :

- 3.1. This Invitation for Bids is open to all bidders registered with the Government of Odisha or other State Governments / Government of India / MES / Railways for execution of Civil works in general and Road & building work in particular. Bidders are advised to note the minimum qualification criteria specified in the “Instruction to Bidders” to qualify for the award of contract.
- 3.2. All bidders shall provide in Section 2, Forms of Bid and Qualification Information.
- 3.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

4. Qualification of the Bidder :

- 4.1 All bidders shall provide Forms of Bid and Qualification Information under Section 2, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. The proposed methodology should include programme of construction backed with equipment planning and deployment duly supported with broad calculations and quality – assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion.
- 4.2 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section 2:
 - (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder;
 - (b) Financial Turnover of the bidder during last five financial years.
 - (c) Experience in building project works and size for each of the last seven financial years, and details of works under way or contractually committed and Employers who may be contacted for further information on those contracts;
 - (d) Major items of construction equipment proposed to carry out the Contract;
 - (e) Qualifications and experience of key site management and technical personnel proposed for the Contract;

- (f) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five financial years;
- (g) Evidence of adequacy of working capital for this contract (access to line (s) of credit and availability of other financial resources);
- (h) Authority to seek references from the Bidder's bankers;
- (i) Information regarding any litigation or arbitration resulting from contracts executed by the bidder in the last five years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute;
- (j) Proposals for subcontracting components of the Works amounting to more than 20 percent of the Bid Price (for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed); and
- (k) The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones as mentioned in the Contract data..

4.3 Bids from Joint venture of firms are acceptable:

4.3.1 For determining the eligibility of Applicants for their qualification hereunder, the following shall apply:

- (a) The Applicant for qualification may be a single entity or a group of entities (the "Joint Venture"), coming together to implement the Project. However, no applicant applying individually or as a member of a Joint Venture, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Joint Venture.
- (b) An Applicant may be a company incorporated under the Indian Companies Act, 1956/2013 or a combination of companies with a formal intent to enter into a Joint Venture agreement or under an existing agreement to form a Joint Venture. A Joint Venture shall be eligible for consideration subject to the conditions set out in Clause 4.3.6 below.
- (c) An Applicant shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - (i) the Applicant, its Member or any constituent thereof and any other Applicant, its Member or any constituent thereof have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member, as the case may be), in the other Applicant, its Member is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956/2013. For the purposes of this Clause 4.3.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
 - (ii) a constituent of such Applicant is also a constituent of another Applicant; or
 - (iii) such Applicant receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or has provided any such subsidy,

- grant, concessional loan or subordinated debt to any other Applicant, its Member thereof; or
- (iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (v) such Applicant has a relationship with another Applicant, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Application of either or each other; or
- (vi) such Applicant has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- (d) An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant, or any of its Members, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of the NIT. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.
Explanation: In case an Applicant is a Joint Venture, then the term Applicant as used in this Clause 4.3.1, shall include each Member of such Joint Venture.
- (e) Other eligibility conditions shall include:
Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

Assessed Available Bid capacity = (A*N*2 – B)

where

A = Maximum value of civil engineering works in respect of Turnkey Projects executed in any one year during the last Five years (updated to the price level of the year as indicated in clause 4.6) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited.

B = Value (updated to the price level of the year indicated in Clause-4.4 A-II of section-I, ITB) of existing commitments and on-going works to be completed during the next 24 months (period of completion of the works for which bids are invited).

Note: The statement showing the value of existing commitments and on-going works as well as the stipulated period completion remaining for each of the works listed should be countersigned by the Engineer in the charge, not below the rank of an Executive Engineer or equivalent.

4.3.2 To be eligible for qualification, an Applicant, shall fulfil the following conditions of eligibility:

(A) Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Applicant shall, over the past 5 (five) financial years preceding the Application Due Date, have received payments for construction of Eligible Project(s), or has undertaken construction works by itself in a Building project, such that the sum total thereof is more than Rs.192.00 Crore (Rs.One Hundred Ninety Two Crore Only) (the "Threshold Technical capacity")

Provided that at least one similar work of 50% of Estimated Project Cost shall have been completed from the Eligible Projects as per Clause 4.4A.II.

(B) Financial Capacity: The Applicant shall have a minimum Net Worth (the "Financial Capacity") of Rs.7.70 Crore (Rs. Seven Crore Seventy Lakhs only) at the close of the preceding financial year.

4.3.3 In case of a Joint Venture, the Threshold Technical Capacity and Financial Capacity of all the Members of Joint Venture would be taken into account for satisfying the above conditions of eligibility. Further, Lead Member shall meet at least 60% requirement of Technical and Financial Capacity required as per Clause 4.3.2 (A) & (B) and each of other JV members shall meet at least 40% requirement of Technical and Financial capacity as per Clause 4.3.2 (A) & (B). For avoidance of doubt it is further clarified that the Joint Venture must collectively and individually satisfy the above qualification criteria.

4.3.4 The Applicant shall enclose with its application, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

- (i) Certificate(s) from its statutory auditors\$ or the concerned Employer(s) stating the payments received or in case of a (Turnkey) project, the construction carried out by itself, during the past 5 years, in respect of the Eligible Projects. In case a particular job/ contract has been jointly executed by the Applicant (as part of a Joint Venture), it should further support its claim for the payments received or construction carried out by itself in (Turnkey) Projects as applicable the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the Employer; and
- (ii) certificate(s) from its statutory auditors specifying the net worth of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 4.3.4 (ii). For the purposes of this Bid, net worth (the "Net Worth") shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.

\$ In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 4.3.4 (i). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this Bid.

4.3.5 The Applicant should submit a Power of Attorney as per the format at Appendix-I, authorising the signatory of the Application to commit the Applicant. In the case of a Joint Venture, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-II.

4.3.6 In case the Applicant is a Joint Venture, it shall comply with the following additional requirements:

- (a) Number of members in a Joint Venture shall not exceed 2 (Two);
- (b) subject to the provisions of clause (a) above, the Application should contain the information required for each Member of the Joint Venture;
- (c) Members of the Joint Venture shall nominate one member as the lead member (the "Lead Member"). Lead Member shall meet at least 60% requirement of Technical and Financial Capacity required as per Clause 4.3.2 (A) & (B). The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other Members of the Joint Venture;
- (d) the Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defect liability obligations;
- (e) an individual Applicant cannot at the same time be member of a Joint Venture applying for qualification. Further, a member of a particular Applicant Joint Venture cannot be member of any other Applicant Joint Venture applying for qualification;
- (f) the Lead Member shall itself undertake and perform at least 50 (Fifty) per cent of the total Project.

- (g) members of the Joint Venture shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-III (the "Jt. Bidding Agreement"), for the purpose of making the Application and submitting a Bid in the event of being qualified. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
- (i) convey the commitment(s) of the Lead Member in accordance with this SBD, in case the contract to undertake the Project is awarded to the Joint Venture;
 - (ii) Clearly outline the proposed roles and responsibilities, if any, of each member;
 - (iii) commit the approximate share of work to be undertaken by each member;
 - (iv) include a statement to the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the Contractor in relation to the Project until the completion of the Project (the "Defects Liability Period") is achieved in accordance with the Turnkey Contract; and
- (h) except as provided under this Turnkey Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement.

4.3.7 Any entity which has been barred by the Central/State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Joint Venture.

4.3.8 An Applicant including any Member should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant or Member.

4.3.8.1 The Applicant including any Member may provide details of all their on-going projects along with stage of litigation, if so, against the Authority/Governments.

4.3.8.2 The Applicant including any member may also provide details of on-going process of blacklisting if so, under any contract with Authority/Government.

4.4A :-I Only Reputed Indian firms [It is meant for the Indian Firm having reputation in the specific area of operation for which tender is being invited as defined in Note under Rule-2, Appendix-VIII of OPWD Code Vol-II] are allowed to apply for this Project.

II Experience of following having successfully completed any one of the following building works in India on Design & Build Basis during last 7 years ending 31.03.2018. The Value of executed work shall be brought to current actual value at simple rate of 7% per annum

One building project of Rs.77.00 Crores

Or

Two building projects of Rs.38.50 Crores

Or

Three building projects of Rs.31.00 Crores

In addition the Bidder should satisfy the following:

a) Bidder should submit completion certificate for central / state government projects. For private sector projects, completion certificate with TDS Certificates shall be submitted.

III Should have an annual average turnover of Rs.192.00 Crores certified by chartered accountant during the last five financial years.

- IV Should have latest bank solvency certificate for amount of at least (50% of the bid value) in the current financial year. Certificate should have been issued after 31.03.2018 and clearly state that Banker shall be extending necessary financial support required for execution of the subject work.
- V Should have valid GST number /PAN number.
- VI Should not have incurred any major loss during last 3 financial years.
- VII Joint venture / Consortium / Sub Consultancy are permitted to Bid.
- VIII Overseas Experience of the bidder shall not be considered.**
- IX Preference shall be given to applicants who has in-house design expertise and in-house MEP execution capabilities
- X The Firm should be making profit during each of the last three financial years, ending on March 31, 2018. Financial data for previous 5 years shall be submitted as per format in Annexure 3.
- XI Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The bidding capacity shall be worked out by the formula.

Bidding Capacity = (A x N x 2) - B

Where :

- a) A = Maximum value of construction works executed in any one year during the last 5 years
- b) N = Number of years prescribed for completion for which the bid has been invited
- c) B = Value of existing commitments and on-going works to be completed during the period of completion of work for which the bids have been invited

- XII Bidders must furnish with their bid, a detailed construction, planning and methodology supported with layout and necessary drawings and detail calculations to allow the Employer to review their proposals. that banker shall be extending necessary financial support required for execution of the subject work.

4.4B. Each bidder should further demonstrate:-

A) Availability (either owned or leased) of the following key and critical equipment for this work:

Sl. No.	List of plants and equipments	Requirement
1.	Cement Concrete batch mix plant arrangement (with capacity of 40-60 Tph)	1 no.
2	Concrete Pumps	1 No
3	Generators(100 to 250 KVA)	2 Nos
4	Dozer/JCB/Pocklain	1 No
5	Excavator	1 No
6	Crane-10 T Hydra	1 No
7	Truck & Tipper	3 Nos
8	Rock Breaker /Concrete Breaker	1 No

9	Debris Remover/Ripper	1 No
10	Compressors	1 No
11	Tripods and Chain Pulley Blocks	1 No
12	Needle Vibrators(20mm,40 mm, 60mm)	1 No each
13	Plate Vibrators for Bedding	1 No
14	Standard Testing Laboratory(As Prescribed)	
15	Dewatering Pumps(Minimum 5HP)	2 Nos
16	Roller(10T Static Roller)	1 No
17	Bar Bending	2 Nos
18	Cutting Machine	1 No
19	Necessary Survey Equipment, Total Station and Auto Level	1 no Each
20	HVAC Testing Equipments	LS
21	Lux Meter	1 Nos
22	Complete Steel Staging and shuttering Material	22000 Sft
23	Welding Machine	2 Nos

Note : Based on the preliminary studies carried out by the department, an indicative list of major equipment and their quantity to attain the completion of works are shown in the above list.

- B) The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and detail calculations to allow the employer to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.
- C) Liquid assets and / or availability of credit facilities of not less than the amount of Rs.10.00 Crores (Credit lines / letter of Credit / Certificate from banks for meeting the fund requirements etc. – usually the equivalent of the estimated cash flow for three months in peak construction period)

4.4C. To qualify for a package of contracts made up of this and other contracts for which bids are invited in the IFB, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

4.5 Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria

4.6 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

$$\text{Assessed Available Bid capacity} = (A \times N \times 2) - B$$

Where

A = Maximum value of civil engineering works executed in any one financial year during the last five financial years (updated to bid invitation year price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited.

B = Value (updated to the price level on the year in which bids are received) of existing commitments and on-going works to be completed during the next 24 calendar months.

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.

4.7 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- Made any misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and / or
- Participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

5. One Bid per Bidder :

Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding :

The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

7. Site visit

The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

8. Content of Bidding Documents :

8.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10:

Section	Particulars	Volume No
	Invitation for Bids	I
1	Instructions to Bidders	
2	Form of bid, Qualification Information, and other forms	
3	Conditions of Contract	
4	Contract data	
5	Technical Specifications	II
6	Securities and other forms	III
7	Drawings (Conceptual and broad specification, technical parameters)	IV
8	Terms of Reference (TOR) for design	
9	Project execution & supervision aspects, Contract Management Framework & payment schedule	
10	Documents to be furnished by bidder	V

8.2. The Bidder shall download the above listed documents as listed under Volume I, II, III and IV and shall submit his bid after preparing the same in compliance to section 2 (refer clause 12)

8.3. The bidder shall be expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, forms, annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 26 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

9. Clarification of Bidding Documents :

9.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter "cable" include s telex, facsimile and e -mail) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification, which he received earlier than 15 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

9.2 Pre-bid meeting :-

9.2.1 The bidder or his official representative is invited to attend a pre-bid meeting which shall be held on dt.07.09.2018 at 11:00 AM at the office of the Chief Executive Officer, Rourkela Smart City Limited, Rourkela. All pre bid queries must be sent to email id: rourkelascl@gmail.com before Pre-Bid Meeting date.

9.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

- 9.2.3** The bidder is requested to submit any questions in writing to reach the Employer before the meeting.
- 9.2.4** Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.
- 9.2.5** Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- 10. Amendment of Bidding Documents :**
- 10.1** Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 10.2** Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable/e-mail to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing or by cable/e-mail to the Employer. The Employer will assume no responsibility for postal delays.
- 10.3** To give prospective bidders reasonable time of one month in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.
- 10.4** The addendum shall also be available in official website as mentioned at Para 3 of IFB.
- 11.** The bidders who are qualified in the general assessment stated above have to give a presentation of concept design along with implementation programme.

C. Preparation of Bids

11. Language of the Bid :

All documents relating to the bid shall be in the English language.

12. Documents comprising the Bid :

The bid to be submitted by the bidder as Volume V of the bid document (refer Clause 8.1) shall be in two separate parts:

Cover-I: Shall be named "Technical Bid" and shall comprise (to be submitted in online) of :-

- (i) Technical Bid (in the format indicated at Section 2);
- (ii) Bid Security in the form specified in Section 6 & cost of bid documents.
- (iii) Qualification Information and supporting documents as specified in Section -
- 2 (iv) Certificates, undertakings, affidavits as specified in Section 2,
- (v) Undertaking that the bid shall remain valid for the period specified in Clause 15.1

Cover-II: Shall be named "Financial Bid" and shall comprise (to be submitted in online)

The Lump sum Price Bid;

Cover-III: To be submitted in sealed cover and shall comprise of :-

- i) Conceptual drawings, ii) Work programme,
- iii) Modalities of execution, iv) Specification

The sealed cover shall be received in the office of Chief Executive Officer, Rourkela Smart City Limited, Rourkela only during the office hours up to 5 working days from the last date of submission of the bid (cover-I, cover-II) in online. The sealed covers (cover-III) submitted by post should reach and delivered in the above office within the stipulated date and time positively. The department will not be held responsible for any delay or loss or damage of the Bid documents during transit and in such events the bids stands rejected summarily. If cover-III is not received in due date and time the bid shall be declared non-responsive.

13. Bid Price :

- 13.1** The contract shall be for the whole work as described in Sub-Clause 1.1, based on the Lump Sum Price Bid submitted by the Bidder.
- 13.2** The bidder shall fill the total bid price as **Lump Sum Price** (both in figures and words) for all items of works as specified in the Bid document. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 13.3** The prices tendered shall except in so far as it is otherwise, provided under the contract, include all constructional plant, labour, supervision, materials, erection maintenance, insurance, profit, taxes and duties & other levies together with all general risks, liabilities and obligations set out or implied in the contract.
- 13.4** The lump sum bid price quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

14. Currencies of Bid and Payment:

The currency of bid and payment shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

15. Bid Validity :

15.1 Bids shall remain valid for a period not less than (180) One Eighty days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to Clause 12.1 (v) and the Form of Bid submitted by the bidder, the latter shall be deemed to stand corrected in accordance with the former and the bidder has to provide for any additional security that is required.

15.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders and the bidder may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable / e-mail. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for a period of the extension , and in compliance with Clause 16 in all respects.

16. Bid Security :

16.1 The Bidder shall furnish, as part of his Bid, a Bid security of an amount as shown in column 3 of the table of IFB for this particular work. Bid security in the shape such as Deposit Receipt of Scheduled Bank (Term Deposit Receipt) / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the Chief Executive Officer, Rourkela Smart City Limited, Rourkela is acceptable. The bidder has the option of furnishing Bid Security in the form of Bank Guarantee from a Nationalized Bank of India, counter guaranteed by its branch at Rourkela. Bidders owned or desirous to hire machineries or equipments but deployed outside the State are required to furnish **twice the above amount** as Bid Security in the shape as mentioned above.

16.2. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in sub-clauses 16.1 shall be rejected by the Employer as non-responsive.

16.3. The Bid Security of unsuccessful bidders shall be returned within 28 days of the end of the bid validity period specified in sub-clause 15.1.

16.4. The Bid Security of the successful bidder shall be discharged when the bidder has signed the Agreement and furnished the required Performance Security

16.5 The Bid Security may be forfeited

(a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity;

(b) In the case of a successful Bidder, if the Bidder fails within the specified time limit to

(i) Sign the Agreement; or

(ii) Furnish the required Performance Security.

(iii) Deposit the required license fees with State Government to register itself as a Special / Super Class contractor with Government of Odisha within 15 (fifteen) days of issue of Letter of Acceptance of Bid.

17. Alternative Proposals by Bidders :

Bidders shall submit offers as per his own estimate based on his own design & drawing but complying with the requirements of the bidding documents, including the basic technical design parameters and as per regulations of concerned Urban Development Authority, OECBC, specifications relevant IS Codes & NBC. **Conditional offer or alternative offers will not be considered further in the process of tender evaluation.**

18. Format and Signing of Bid :

18.1 The bidder shall submit one set of the bid comprising the documents as described in clause-12 of ITB.

18.2. The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid shall be signed by the person or persons signing the Bid.

18.3. The Bid shall contain no overwriting alternations or additions, except those to comply with instruction issued by the Employer or as necessary to correct errors made by the Bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and initialing and dating it by the person or persons signing the Bid.

D. Submission of Bids

Online submission as per Govt. of Odisha e-Procurement Procedure annexed

19. Sealing and Marking of Bids – Refer e-procurement procedure as annexed in Annexure-I to ITB for cover-I and cover-II of the bid (clause-12.1).

19.1. The bid documents as per cover-III of clause-12.1 shall be submitted in sealed cover (in off line).

Technical Bid : To be opened on dt. 06.10.2018 at 4:00 PM.

Financial Bid : Not to be opened except with approval of the Employer. The contents of the "Technical Bid" and "Financial Bid" shall be as specified in clause-12.1 of ITB.

19.2. The sealed envelope (cover-III) as per clause-12.1 shall be -

- a) be addressed to the Employer at the address provided in the clause-1.1 of the ITB
- b) bear the name and identification number provided in clause-1 of IFB.
- c) provide a warning not to be opened before the specified time and date for opening as mentioned in clause-23.1 of ITB.

19.3. In addition to the identification required in clause-19.2, each of the envelopes shall indicate the name and address of Bidder to enable the Bid to be returned unopened in case it is declared late pursuant to clause-20.1 of ITB or declared non-responsive, pursuant to clause -27 of the ITB.

20. Deadline for Submission of the Bids

20.1 Bid shall be received on or before Dt.01.10.2018 at 5:00 PM in Online Mode and 06.10.2018 at 3:00 PM in offline mode as notified in IFB.

20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids :

Any Bid received by the Employer after the dead line prescribed in clause-20 of ITB will be returned unopened to the Bidder.

E. BID OPENING AND EVALUATION

22. Bid Opening :

22.1 All the bids received shall be opened in the Office of Chief Executive Officer, Rourkela Smart City Limited Rourkela on dt.06.10.2018 at 4:00 PM in the presence of the Bidders or their representatives who choose to attend. In the event of the specified date of Bid opening being declared a holiday, the Bids will be opened at the appointed time and location on the next working day.

22.2 The Employer shall prepare minutes of the Bid opening.

23. Process to be Confidential:

Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award is successful and Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

24. Clarification of Financial Bids:

24.1. To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask the lowest evaluated responsive bidder for clarification of his-Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable/e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

24.2. Subject to sub-clause 24.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so writing.

24.3. Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

25. Examination of Bids and Determination of Responsiveness:

During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid

- (a) Meets the eligibility criteria defined in Clause 3 and 4
- (b) Is accompanied by the required securities and;
- (c) Is substantially responsive to the requirements of the Bidding documents.

26. Evaluations and Comparison of Financial Bids

26.1. The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with the procedure as per **Annexure-II**.

- 26.2.** The Employer reserves the right to accept or reject any variation arising out of change in scope of work. Such variations, which are in excess of the requirements of the Bidding documents, shall not be taken into account in Bid evaluation.

E. AWARD OF CONTRACT

27. Award Criteria :

- 27.1** Subject to Clause 28, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has been selected in compliance to clause-26.1, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 and (b) qualified in accordance with the provisions of Clause 4.

- 27.2** In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The contract will in such cases be awarded to the next lowest bidder at his evaluated bid price.

28. Employer's Right to accept any Bid and to reject any or all Bids :

- 28.1** Notwithstanding Clause 27, the Employer reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

29. Notification of Award and Signing of Agreement :

- 29.1** The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, facsimile or e-mail confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Bidder in consideration of the design and execution the Works on a turnkey basis by the Bidder as prescribed by the Contract (hereinafter and by the Contract called the "Contract Price").

- 29.2** The notification of award will constitute the formation of the Contract, subject to condition that after furnishing of a performance security in accordance with the provisions of Clause 30 the award will be complete.

- 29.3** The Contract will incorporate all agreements between the Employer and the successful Bidder. The detail work programme and milestone wise activity shall be finalized during contract negotiation with the successful bidder within 14 days after notification of award. The agreed work programme / milestone shall form part of the contract agreement. The agreement will be signed by the Employer and sent to the successful Bidder, within 28 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.

- 29.4** Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

- 29.5** In the event of non-payment of the performance security by the L1 bidder, the successful bidders in sequence (L2, L3) may be asked for negotiation for execution of the work with the bid price quoted by the L1 bidder.

30 Performance Security :

30.1 Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security [valid for a period as stipulated in Cl. 48 of Conditions of Contract & in the contract data in any of the forms given below for an amount equivalent to 5% of the Contract price:

- a bank guarantee in the form given in Section 6;

or

- a deposit receipt of Schedule Bank / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the Chief Executive Officer, Rourkela Smart City Limited payable at Rourkela. The bidder has the option of furnishing Bid Security in the form of Bank Guarantee from a Nationalized Bank of India, counter guaranteed by its branch at Rourkela.

30.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a Nationalized/ Scheduled Indian bank or (b) by a foreign bank located in State and acceptable to the Employer.

30.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 30.1 and/or 30.2 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

31. Advance Payment and Security - The Employer shall make advance payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a Bank acceptable to the Employer in amounts and currencies equal to the advance payment.

32. Corrupt or Fraudulent Practices :

32.1 It is required that the bidders / contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, it is :

(a) Defined, for the purposes of this provision, the terms set forth below as follows:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution and
- (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

32.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 23.2 and sub-clause 54.2 of the Conditions of Contract.

ANNEXURE-I**Procedure to participate in online bidding- e-procurement****(Refer clause-19 of ITB)**

1. **PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:** The Contractor/Bidder intending to participate in the bid is required to register in the Portal with some information about the firm/Contractor. This is a onetime activity for registering in Portal. During registration, the contractor has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc. and :
 - (a) To log on to the portal the Contractor/Bidder is required to type his/her username and password. The system will again ask to select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
 - (b) The tender documents uploaded by the Tender Inviting Officer in the website www.tendersodisha.gov.in will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the homepage. Only a small notification will be published in the newspaper specifying the work details along with mention of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or download the bid documents from the web site.
 - (c) Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.
 - (d) If the software application has the provision of payment of cost of tender document through payment gateways of authorized bankers by directly debiting the account of the bidders, bidders will be required to avail on-line payment.
- 1.1. Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection.
- 1.2. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.
- 1.3. Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.
- 1.4. For submission of Bids through the E-Procurement Portal, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The on line bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.
- 1.5. Each bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the E-Procurement portal.
- 1.6. The Officer inviting the bid / Engineer-in-Charge will clarify queries on the Contract Data on requisition by the intending Bidder. The bidder may ask question in the e-procurement portal

using his DSC; provided the questions are raised before the date mentioned in the home page under critical dates.

- 1.7. The bids uploaded by the Tender Inviting Officer may consist of general arrangements drawings or typical sections of the project. Bidder may download these drawings and take out the print for detail study. Any other drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Superintending Engineer and Executive Engineer as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to download all the documents including the drawings for preparation of his bid. It is not necessary for the part of the Bidder to upload the drawings other Bid documents (after signing) while uploading his bid. He is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.
- 1.8. Any addendum issued shall be part of the bidding documents and shall be notified in the website www.tendersodisha.gov.in / notice board and through paper publication.
- 1.8.1. All the volumes/documents shall be provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and upload the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ downloaded for the work in designated Cell and uploads the same in designated locations of Financial Bid. Submission of document shall be effected by using DSC of appropriate class.
2. **BID SECURITY:** The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. The bidder shall scan all the written pages of the bid security and upload the same to the system in designated place. The on-line bidder shall deposit the original copy of the 'bid security' within the specified period mentioned in the DTCN (after receipt date of bid but before opening date & time of bid) with the "Officer inviting the Bid". The Officer inviting the bid shall not be responsible for any postal delay and/or non-receipt of the original copy of the bid security on or before specified date and time. Non-submission of bid security within the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.
3. **FORMAT AND SIGNING OF BID:** The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the final date and time of submission. The bidder shall only submit single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder can not leave any figure blank. He has to only write the figures, the words will be self generated. The Bidders are advised to upload the completed Bid document well ahead of the last date & time of receipt to avoid any last moment problem of power failures etc.
 - 3.1. The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form, price bid etc and store in the system.

3.2. The bidder shall log on to the portal with his DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been up-loaded in appropriate place he clicks the submit button to submit the bid to the portal.

3.2.1. The bids once submitted cannot be retrieved or corrected. Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.

3.2.2. In the e-procurement process each processes are time stamped. The system can identify each individual who has entered in to the portal for any bid and the time of entering in to the portal.

3.2.3. The Bidder should ensure clarity of the document up loaded by him to the portal especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bid if so desires can ask for legible copies or original copies for verification with in a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents with in the stipulated date, his bid security shall be forfeited.

4. SECURITY OF BID SUBMISSION:

4.1. All bid data uploaded by the Bidder to the portal will be encrypted by the DSC. The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.

4.2. The Bid shall be received in encrypted format by the system which can only be decrypted / opened by the authorized openers only on or after the due date and time.

5. DEADLINE FOR SUBMISSION OF THE BIDS :

The online bidding will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the bid. The date & time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer inviting the Bid.

6. LATE BIDS :

The system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the server time displayed in the e-procurement portal shall be the time to be followed by the bidder and concerned officers.

7. MODIFICATION AND WITHDRAWAL OF BIDS :

7.1. In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure. If the bidder fails to submit his modified bids with in the designated time of receipt, the bid already in the system shall be taken for evaluation.

7.2. In the E-Procurement Portal, with-drawal of bid is allowed. But in such case he has to write a letter with appropriate reasons for his with drawl addressed to the Officer inviting the bid and up load the scanned document to portal in the respective bid before the closure date and time of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

8. OPENING OF THE BID:

8.1. Bid opening date is specified during tender creation or can be extended with corrigendum. This date is available in IFB, tender document as well as the home page of portal. Bid opening can be done by the authorized users which are defined during the tender publication / approval stage. The bids are encrypted using there public keys and can be decrypted only on or after the Bid Opening due date and time. The bid openers private key will be required to open the bids and all the openers have to log on to the portal during that time.

- 8.1.1. The bidders who participated in the on line bidding can witness opening of the bid from any system logging on to the portal with the DSC away from opening place. Contractors are not required to be present during the bid opening at the opening location if they so desire.
- 8.1.2. Each activity is date and time stamped with **user** details. For time stamping, server time is taken as the reference.
- 8.2. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/Engineer-in-Charge, the bids will be opened at the appointed time on the next working day.
- 8.3. In case bids are invited for more than one package, the order for opening of the “Bid” shall be that in which they appear in the “Invitation for Bid”.
- 8.4. During bid opening, the covers containing original financial instruments towards Cost of bid and Bid Security in the form specified in the DTCN, received after last date of receipt of bid and before opening of the bids shall be opened and declared.
 - 8.4.1. Combined bid security for more than one work is not acceptable.
- 8.5. The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers, log on the portal with their DSC the Tender can not be opened.
 - 8.5.1. The Opening Officers will systematically check the scanned demand draft towards cost of the bid document and the scanned document of Bid security with that of the original submitted. If found in order, they will continue opening of all other documents in the system provided under Technical Bid.
 - 8.5.2. Subject to confirmation of the bid security by the issuing institutions, the bids accompanied with appropriate bid cost and valid bid security will be taken up for evaluation with respect to the qualification Information and other information furnished.
 - 8.5.3. After receipt of confirmation of the bid security, the bidder may be asked in writing to clarify to the documents in the Technical Bid, if necessary, with respect to any doubts or illegible documents required for Technical Evaluation.
 - 8.5.4. The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit
 - 8.5.5. Immediately, on receipt of these clarifications, the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the Technical evaluation page in the system. The Officer Inviting the Bid if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.
- 8.6. The Technical evaluation of all the bids will be taken up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN shall be taken against the bidder/contractor.
- 8.7. After **technical** evaluation of the bidders and selection of the qualified bidders, the financial bids of the technically qualified bidders shall be opened on the due date of opening. Members of the bid

opening committee log on to the system in sequence and open the financial bids for the technically qualified bidders. The opening of financial bid by the opening officer using their DSC shall decrypt the financial bids in the following manner :-

- 8.7.1. Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information.
- 8.7.2. The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.
- 8.7.3. At the time of opening of "Financial Bid", the names of the bidders whose technical bids were found responsive will be announced and the bids of only those bidders will be opened. The remaining bids will be rejected.
- 8.7.4. The responsive bidders' name, the bid prices, the item wise rates the total amount of each item, any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the time of opening.
- 8.7.5. Rebate/discount offer if any uploaded to the system shall be declared and recorded first.
- 8.7.6. The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.
- 8.7.7. The Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

9. CLARIFICATION OF BIDS:

- 9.1. For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdowns of unit rates.
- 9.2. On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.

10. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his e-mail ID. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

ANNEXURE-II**EVALUATION CRITERIA (Clause-26.1 of ITB)****1.1 INTRODUCTION**

Evaluation Criteria contains the broad criteria based on which the applicants shall be evaluated.

1.2 EVALUATION CRITERIA

Applicants Technical Bid will be evaluated based on their financial standing, technical and organizational capability and past experience and track record. The Applicants are required to submit all the necessary details including certificates from the Employer agencies in support of their application.

CRITERIA FOR EVALUATION OF THE PERFORMANCE OF CONTRACTORS FOR PRE- ELIGIBILITY

Sl. No	Attributes	Marks	Evaluation
(a)	Financial strength (i) Average annual Turnover (ii) Solvency Certificate as per clause-4.4A.iv of ITB	(25 marks) 21 marks 4 marks	60% marks for minimum eligibility criteria. 100% marks for twice the minimum eligibility criteria or more in between (i) & (ii) – on pro-rata basis.
(b)	Experience in building project works	(25 marks)	60% marks for minimum eligibility criteria 100% marks for twice the minimum eligibility criteria or more in between (i) & (ii) – on pro-rata basis.
(c)	Personnel and Establishment	(25 Marks)	60% marks for minimum eligible criteria.
	(i) Project Coordinator Cum Project Manager(Civil) Graduate Engineer (civil) with 15 years experience	3 marks for minimum eligibility with 1 additional mark for each three years of experience with max 6 marks	
	(ii) Design Manager Graduate Engineer (civil) & MTech (Structure) with 10 years experience	2 marks for minimum eligibility with 1 additional mark for each three years of experience with max 4 marks	
	(iii) Dy. Project Manager Graduate Engineer (Electrical) with 10 years experience	2 marks for minimum eligibility with 1 additional mark for each three years of experience with max 4 marks	
	(iv) Architect Cum Interior Designer Degree in Architect with 10 years of experience	2 marks for minimum eligibility with 1 additional mark for each three years of experience with max 3 marks	
	(v) ICT Expert BE/BTech in ETC/Instrumentation with 5 years experience	2 marks for minimum eligibility with 1 additional mark for each three years of experience with max 3 marks	
	(vi) Architect with 5 years Experience Degree in Architect with 5 years of experience	1 marks for minimum eligibility with 1 additional mark for each three years of experience with max 2 marks	

	(vii) Mechanical Engineer BE/BTech(Mechanical) with 10 years	. 1 marks for minimum eligibility with 1 additional mark for each three years of experience with max 2 marks
	(viii) Support Engineer Graduate Engineer (Civil/Electrical/mechanical) with 5 years experience or Diploma in (Civil/Electrical/mechanical) with 8 Years of Experience	1 mark for minimum eligibility
(d)	Plant & Equipment	(25 Marks)
1.	Cement Concrete batch mix plant	Maximum 2marks
2.	Concrete Pumps	Maximum 1 marks
3.	Dozer/JCB/Pocklain	Maximum 1 marks
4.	Excavator	Maximum 2 marks
5.	Crane-10T Hydra	Maximum 2 marks
6.	Truck & Tipper	Maximum 1 marks
7.	Rock Breaker/Concrete Breaker	Maximum 1 marks
8.	Debris Remover/Ripper	Maximum 1 marks
9.	Compressor	Maximum 1 marks
10.	Tripods and Chain Pulley Blocks	Maximum 1 marks
11.	Needle Vibrators	Maximum 1 marks
12.	Plate Vibrators for Bedding	Maximum 1 marks
13.	Dewatering Pump	Maximum 1 marks
14.	Roller	Maximum 2 marks
15.	Bar Bending Machine	Maximum 1 marks
16.	Cutting machine	Maximum 1 marks
17.	Total Station & Auto Level	Maximum 1 marks
18.	HVAC Testing Equipment	Maximum 1 marks
19.	Lux Meter	Maximum 1 marks
20.	Complete Steel Staging and Shuttering material	Maximum 1 marks
21.	Welding Machine	Maximum 1 marks

The bidders qualifying the initial criteria as set out will be evaluated for following criteria by scoring method on the basis of details furnished by them.

S. No.	Criteria	Maximum Marks	Minimum to be scored
a	Financial Strength	25	15
b	Experience in Similar Nature of work during last 5 years	25	15
c	Personnel and Establishment	25	15
d	Plant & Equipment	25	25
	Total Marks	100	70

2.1 The bidders who qualify as per Clause 1 above securing 70 marks out of 100 only will be asked to apprise before a High Level Committee about their work programme modalities of execution along with conceptual drawings and specification of finishing items of the proposed buildings on the schedule date and time (to be intimated to the qualified bidders as per clause 1 above only by post / E-mail / FAX).

2.2 The Technical presentation as per clause 2.1 shall be done before a high level committee of the Employer department. The presentation will awarded marks out of 100 (hundred). The bidders securing 70% and above marks will be qualified.

The results of technical presentation would be conveyed to the participated bidders.

2.3 The financial bid (in cover-II) will only be opened after completion of stage (as per clause 2.2) and evaluated as under.

The proposal with the lowest financial bid will be awarded the work.

2.4 The Evaluation of the bid will be based on clause 2.2 and 2.3 taken together.

SECTION 2

FORMS OF BID, QUALIFICATION INFORMATION AND LETTER OF ACCEPTANCE

TABLE OF FORMS:

- CONTRACTOR'S BID**
- QUALIFICATION INFORMATION**
- LETTER OF ACCEPTANCE**
- NOTICE TO PROCEED WITH THE WORK**
- AGREEMENT FORM**

Contractor's Bid

DESCRIPTION OF THE WORKS: BID FOR REDEVELOPMENT OF BIRSA MUNDA STADIUM INCLUDING DESIGN , EXECUTION, OPERATION & MAINTAINACE ON TURN KEY BASIS AT ROURKELA

To:

Chief Executive Officer
Rourkela Smart City Limited

Address : [Rourkela Municipal Corporation, Udit Nagar, Rourkela-769012, Odisha]

GENTLEMEN

Having examined the bidding documents including addendum, I / we offer to execute the Works described above in accordance with the conditions of contract, specifications, accepted tendered drawing, and Payment schedule accompanying this Bid for the Contract Price as tendered in our price bid document separately

The advance Payment required is: Rupees _____

This Bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We undertake that, in competing for (and if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Bid complies with the Bid Validity and Bid Security required by the Bidding documents.

We attach herewith our current income-tax clearance certificate.
Yours faithfully,

Authorized Signature:

Name & Title of Signatory: _____

Name of Bidder : _____

Address : _____

Qualification Information

The information to be filled in by the Bidder in the following pages will be used for purposes of post qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract.

1. **For Individual Bidders**

1.1 Constitution or legal status of bidder **[Attach copy]**

Place of registration:

Principal place of business: _____

Power of attorney of signatory of Bid **[Attach]**

1.2 Financial Turnover of the bidder during the last five financial years duly certified by the registered chartered accountant. (in **Rs192.00Crores**)

1.3.1 Work performed as prime contractor (in the same name) on building project works over the last seven financial years. **

Project Name	Name of the Employer*	Description of work	Contract No.	Value of contract (Rs.Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion*	Remarks explaining reasons for delay and work completed
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

*Attach certificate (s) from the Engineer(s)-in-Charge

@The item of work for which data is requested should tally with that specified in ITB clause 4.4A.

** Immediately preceding the financial year in which bids are received.

1.4 Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. Lakhs)	Stipulated period of completion	Value of works* remaining to be completed (Rs. Lakhs)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

(B) Works for which bids already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. In lakhs)	Stipulated period of completion	Date when decision is	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

* Attach certificate(s) from the Engineer(s)-in-Charge.

1.5 The following items of Contractor's Equipment are essential for carrying out the Works. The Bidder should list all the information requested below. Refer also to Sub Clause 4.2(d) read with 4.4 (B) of the Instructions to Bidders.

Item of Equipment	Requirement	Availability Proposals		Age/Condition	Remarks (From whom to be purchased)
	No.	Nos./Capacity	Owned/Leased/ to be procured		

1.6 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to 4.2(e) read with annexure of instructions to Bidders and Sub Clause 9.1 of the Conditions of Contract.

Position	Name	Qualifications	Years of experience (general)	Years of experience in the proposed position
Project Manager etc.				

1.7 Proposed subcontracts and firms involved. [Refer ITB Clause 4.2 (j)]

Sections of the works	Value of Sub-contract	Sub-contractor (name and address)	Experience in similar work
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1.8 Financial reports for the last five financial years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporation), etc. List them below and attach copies.

1.9 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents [sample format attached].

1.10. Name, address, and telephone, telex, and fax numbers of the Bidders' Bankers who may provide references if contacted by the Employer.

1.11 Information on litigation history in which the Bidder is involved.

Other party(ies) Present status	Employer	Cause of dispute	Amount involved	Remarks showing
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1.12 Statement of compliance under the requirements of Sub Clause 3.2 of the instructions to Bidders.

1.13 Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents. [Refer ITB Clause 4.1 and (k)]. 4.2

(In case of Joint Venture/Consortium , each member of JV/Consortium has to submit application separately signed by Power of Attorney holder of Lead Member of Consortium)

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT
FACILITIES – CLAUSE 4.4 [B] [C] OF ITB**

BANK CERTIFICATE

This is to certify that M/s. is a reputed company with a good financial standing.

If the contract for the work, namely “[**Redevelopment including (Architectural Planning with Design, Execution, Operation & Maintenance) of Birsa Munda Stadium at Rourkela]**” on turn key basis involving design, execution ,Operation & Maintainace of works is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. to meet their working capital requirements for executing the above contract.

Name of Bank
Senior Bank Manager
Address of the Bank

AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersigned also hereby certifies that neither our firm M/s..... have abandoned any work on building in India nor any contract awarded to us by the State of Odisha for such works have been rescinded, during last five years prior to the date of this bid.

3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/ Project implementing agency.

(Signed by an Authorized Officer of the Firm
/Lead Member of JV/Consortium)
Title of Officer :
Name of Firm :
DATE :

Letter of Acceptance
(letter headpaper of the Employer)

[date]

To: _____ [name and address of the Contractor]

Dear Sir(s)

This is to notify you that your Bid dated _____ for execution of the work **“[Redevelopment(Architectural planning with Design,Execution, Operation & Maintenance) of Birsa Munda Stadium at Rourkela]”** on turn key basis involving design , execution Operation & Maintaince of works _____ [Name of the contract and identification number, as given in the Instructions to Bidders] for the Contract Price of Rupees _____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Bidders¹ is hereby accepted by our Agency.

We note that as per bid, you do not intend to subcontract any component of work

(Or)

We note that as per bid, you propose to employ _____ as sub-contractor for executing _____

(Delete whichever is not applicable)

You are hereby requested to furnish Performance Security and Additional Performance Security (if any) in the form detailed in Para 30.1 of ITB for an amount of Rs..... within **15** days of the receipt of this letter of acceptance and sign the contract failing which action as stated in Para 30.3 of ITB will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

1 Delete "corrected and" or "and modified" if only one of these actions applies. Delete "as corrected and modified in accordance with the Instructions to Bidders" if corrections or modifications have not been effected.

Issue of Notice to proceed with the work
(letterhead of the Employer)

_____ (date)

To

_____ (name and address of the
Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security as stipulated in ITB clause 30.1 and signing of the contract agreement for the work “[**Redevelopment(Architectural Planning with Design , Execution, Operation & Maintainance) of Birsa Munda Stadium at Rourkela**]” on turnkey basis involving design and execution of works @ a Bid Price of Rs._____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of
signatory authorized to sign on
behalf of Employer)

Agreement Form

Standard Bid Documents of Redevelopment of Birsa Munda Stadium in Rourkela

This agreement, made the _____ day of _____ 2018., between _____

_____ [Chief Executive Officer, Rourkela Smart City Limited, C/o Rourkela Municipal Corporation, Udit Nagar, Rourkela-769012, Odisha] (hereinafter called "the Employer") of the one part and _____

[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor "[**Redevelopment(Architectural Planning with Design , Execution, Operation & Maintainance) of Birsa Munda Stadium at Rourkela**], [name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a contract price of Rs.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein 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.
4. The following documents shall be deemed to form and be read and construed as part of this

Agreement, viz.:

- i) Letter of Acceptance
- ii) Notice to proceed with the works
- iii) Contractor's Bid
- iv) Contract Data
- v) Conditions of contract (including Special Conditions of Contract)
- vi) Specifications
- vii) Drawings
- viii) Bill of Quantities (Optional)
- ix) Payment Schedule
- x) Minimum Development Obligation and
- x) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence
of:
Signed, Sealed and Delivered by the said

in the presence of:

Binding Signature of Employer

Binding Signature of Contractor _____

SECTION 3
CONDITION OF CONTRACT

GENERAL CONDITIONS OF CONTRACT (GCC)

A. General

1. Definition
2. Interpretation
3. Language and Law
4. Engineer's Decision
5. Delegation
6. Communications
7. Sub Contracting
8. Other Contractors
9. Personnel
10. Employer's & Contractor's risk
11. Employers Risk
12. Contractor's Risk
13. Insurance
14. Site Investigation Report
15. Queries about the Contract Data
16. Contractor to Construct the Works
17. The Works to be completed by the Intended Completion Date
18. Approval by the Engineer
19. Safety
20. Discoveries
21. Possession of the Site
22. Access to the Site
23. Instructions
24. Disputes
25. Procedure of Disputes
26. Replacement of Adjudicator

B. Time Control

27. Program
28. Extension of the Intended Completion date
29. Delay Ordered by the Engineer
30. Management Meetings
31. Early Warning

C. Quality Control

- 32. Identifying Defects
- 33. Tests
- 34. Correction of Defects
- 35. Uncorrected Defects

D. Cost Control

- 36. Changes in the Quantities
- 37. Variations
- 38. Payment for Variations
- 39. Payment Certificates
- 40. Payments
- 41. Compensation Events
- 42. Tax
- 43. Currencies
- 44. Retention
- 45. Liquidated damage
- 46. Bonus
- 47. Advance Payment
- 48. Securities
- 49. Cost of Repairs

E. Finishing the Contract

- 50. Completion
- 51. Taking Over
- 52. Final Account
- 53. Operating and Maintenance Manual
- 54. Termination
- 55. Payment upon Termination
- 56. Property
- 57. Release from Performance
- 58. Approval of Architectural Plan

F. Special Conditions of Contract

A. CONTRACT AND INTERPRETATION

CONDITIONS OF CONTRACT

A. GENERAL

1. Definitions

- 1.1. Terms, which are defined in the Contract Data and not defined in the Conditions of Contract shall keep their defined meanings. Capital initials are used to identify defined terms.
- 1.1.1 **Bill of Quantities** means the priced and completed Bill of Quantities;
- 1.1.2 **Compensation Events** are those defined in Clause 41 hereunder;
- 1.1.3 The **Completion Date** is the date of completion of the Works as certified by the Engineer in accordance with sub-clause (1) of clause 50;
- 1.1.4 The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.
- 1.1.5 The **Contract Data** defines the documents and other information, which comprise the Contract;
- 1.1.6 The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer;
- 1.1.7 The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer and includes Technical and Financial bids;
- 1.1.8 The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract;
- 1.1.9 **Days** are calendar days; months are calendar months;
- 1.1.10 A **Defect** is any part of the Works not completed in accordance with the Contract;
- 1.1.11 The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date;
- 1.1.12 The **Employer** is the party who will employ the Contractor to carry out the Works;
- 1.1.13 **The Engineer** is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the Contractor's work, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, recommending extensions of time, and valuing the Compensation Events;
- 1.1.14 **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works;
- 1.1.15 **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance;
- 1.1.16 **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time;

- 1.1.17 Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works;
- 1.1.18 Plant** is any integral part of the Works, which is to have a mechanical, electrical, electronic or chemical or biological function;
- 1.1.19** The **Site** is the area defined as such in the Contract Data;
- 1.1.20 Site Investigation Reports** are those, which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site;
- 1.1.21 Specification** means the Specification of the works included in the Contract and any modification or addition made or approved by the Employer;
- 1.1.22** The **Start Date / Date of Commencement** is given in. the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates;
- 1.1.23** A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site;
- 1.1.24 Temporary Works** are works designed, constructed, installed, and removed by the Contractor, which are needed for construction or installation of the Works;
- 1.1.25** A **Variation or Change in Scope** is an instruction given by the Employer, which varies and change the scope of Works;
- 1.1.26 Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data;
- 1.1.27** Year may be understood as financial year;

2. Interpretation

- 2.1.** In interpreting the Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their general meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.
- 2.2.** If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).
- 2.3.** The documents forming the Contract shall be interpreted in the following order of priority:
- a) Agreement
 - b) Letter of Acceptance, notice to proceed with the works
 - c) Contractor's Bid
 - d) Contract Data
 - e) Conditions of Contract including Special Conditions of Contract
 - f) Specifications
 - g) Drawings
 - h) Bill of quantities (optional) and

- i) Any other document listed in the Contract Data as forming part of the Contract

3. Languages and Law

The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Engineer's Decisions :

Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer as per the provision of the contract.

5. Delegation :

The Engineer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications :

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Sub-contracting :

The Contractor may sub-contract any portion of work, up to a limit specified in Contract Data, with the approval of the Engineer but may not assign the Contract without the approval of the Employer in writing. Sub-contracting does not alter the Contractor's obligations.

8. Other Contractors :

The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of other Contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

9. Personnel :

- 9.1.** The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data besides those as listed at section-8 and Section-9 to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

- 9.2.** If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within 7 (seven) days and has no further connection with the work in the Contract.

10. Employer's and Contractor's Risks :

The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks :

The Employer is responsible for the excepted risks which are in so far as they directly affect the execution of the Works in India, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive.

12. Contractor's Risks :

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance :

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover **for the period as stated below against the events and** in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

A) From the starting date to the end of defect liability period :

Loss of or damage to the works

B) From the start date till completion of the work as per agreement :

- a) Loss of or damage to plant, materials and equipment,
- b) Loss of or damage of property (except the works, plant, materials and equipment) in connection with the contract, and
- c) Personal injury or death.

13.2 If all the items as listed at Cl.13.1(B) can be combined / grouped under one insurance cover like Contractor's, All Risks (CAR) Policy, then the same is acceptable.

13.3 Prior to seven days before the start date, the Contractor shall furnish to the Engineer notarized true copies of the certificates of insurance, copies of insurance policies and premia payment receipts in respect of such insurance for the Employer's approval. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.4 If the contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.5 Alterations to the terms of insurance shall not be made without the approval of the Employer.

13.6 Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports :

The Contractor, in preparing the Bid, may rely on any site Investigation Reports referred to in the Contract Data, which are indicative and not exhaustive. The Employer shall provide all available details to the Contractor (Bidder) for his information, if requested by him at least one week prior to the bid submission date. The bidder shall be responsible for interpreting all such data. After award of work, the Contractor shall carryout detail survey and investigation for preparation of detail designs as per the scope of work and time period stipulated at Section-8 & Vol-II.

To the extent which was practicable (taking account of cost and time), the Contractor (Bidder) shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, the Contractor (Bidder) shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):

- (a) the form and nature of the Site, including sub-surface conditions,
- (b) the climatic conditions,
- (c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects,
- (d) the Laws, procedures and labour practices of the Country, and
- (e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.
- (f) availability of required materials

15. Queries about the Contract Data :

The Employer will clarify queries on the Contract Data if any during the Pre-bid meeting.

16. Contractor to Construct the Works :

The Contractor shall construct and install the Works in accordance with the approved specification and drawings. All designs, drawings and specifications to be furnished by the contractor shall be approved by the Employer before execution in accordance with Cl. 18.

17. The Works to be completed by the Intended Completion Date :

The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

18. Approval by the Engineer :

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for design of Temporary Works.

18.3 The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval to the design, drawings and specifications of all components of the building, except those for the temporary works as stated at Cl. 18.1, from any National Institute of Repute such as Indian Institute of Technology (IIT)/NIT at its own cost. Such approved documents need to be furnished to the Employer within the stipulated datelines as mentioned in the contract data and at Section-8/Vol-II of SBD.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer / Engineer before their use.

19. Safety :

The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries :

Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

21. Possession of the Site :

The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site :

The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions :

23.1 The Contractor shall carry out all instructions of the Engineer pertaining to works, which comply with the applicable laws where the Site is located.

23.2 The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

24. Disputes :

That for the purpose of jurisdiction in the event of disputes if any of the Contract would be deemed to have been entered in to within the State of Odisha and it is agreed that neither party to the Contract will be competent to bring a suit in regard to the matter by this Contract at any place outside the State of Odisha.

25. Procedure for Settlement of Disputes :

In case of Dispute or difference arising between the Employer and the contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996.

26. Replacement of Adjudicator : Not applicable

B.TIME CONTROL

27. Programme :

27.1 Within 14 days of issue of letter of award, the successful bidder shall submit to the Employer detail work programme for approval showing the general methods, arrangements, order and timing for all the activities in the Works along with monthly cash flow forecast. The agreed work programme / milestones during such contract negotiation shall form part of the agreement.

27.2 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

27.3 The contractor shall submit to the Employer, for approval, an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme with in this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this

amount until the next payment after the date on which the overdue programme has been submitted.

- 27.4** The Employer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Employer again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

28 Extension of the Intended Completion Date :

- 28.1** The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
- 28.2.** The Employer shall decide whether and by how much to extend the Intended Completion Date within 35 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- 28.3.** The Engineer shall within 14 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the Employer his recommendation. The Employer shall in not more than 21 days communicate to the Engineer the Employer's decision.

29. Delays Ordered by the Engineer :

The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

30. Management Meetings :

- 30.1** Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 30.2** The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

31. Early Warning :

- 31.1** The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the work resulting delay in the execution. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Completion Date.
- 31.2** The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

C. QUALITY CONTROL

32. Identifying Defects :

The Engineer shall check the Contractor's work regularly and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for defects and to uncover and test any work that the Engineer considers may have a Defect

33. Tests :

If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

34. Correction of Defects :

34.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

35. Uncorrected Defects :

If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. COST CONTROL

36. Changes in the Quantities : (OPTIONAL)

37. Change of Scope (Variations) and Procedure for change of Scope :

37.1. The Employer may, require the Contractor to make modifications/alterations to the construction works before the issue of the completion certificate either by giving an instruction or by requesting the contractor to submit a proposal for change of scope involving additional cost or reduction in cost. Any such change of scope shall be made and valued in accordance with the provisions of this contract and the contractor, in that event, will have no further claim on the ground that had it been known / disclosed earlier he would have made such charges in other connected work in their design, construction which would have saved him some cost and given him other consequential benefits.

37.2 Change in scope may include ;

(a) Change in specifications of any item of works

(b) omission/ deletion of any item of work from the scope of work

(c) any additional work (such as addition of extra plinth area) which are not included in the scope of work including any additional test on completion

37.3 In the event of the Employer determining that a change of scope is necessary, it shall issue notice to the contractor a notice specifying in reasonable detail the works contemplated there under ("Change in scope notice")

37.4 Upon receipt of change in scope notice, the contractor shall with due diligence , provide to the Employer through the Engineer within seven days time such information as is necessary together with documentation in support of;

(a) the impact, of any, which the change in scope is likely to have on the completion of the work

- (b) the options for implementing the proposed change of scope and the effect, if any, each on the cost and time thereof including the following details;
 - (i) break down of quantities, unit rates and cost for different items of work
 - (ii) proposed design for the change of scope
 - (iii) proposed modifications, if any, to the construction period with updated work programmes (all Variations shall be included in updated Programmes produced by the Contractor).

37.5 The contractor's quotation for change of scope shall be based on the detail design and rates for various item of works as derived on the basis of his original bid price (in case of repetition of similar item as per original contract) or CSR of the State and prevailing market rates (in case of new item not envisaged in the CSR)

37.6 The total value of all change of scope of work shall not exceed 5% of total contract price for the construction work.

38. Payments for Change of Scope (Variations) :

38.1 The Employer shall assess the change in scope proposal and Contractor's quotation and upon reaching an agreement; the Employer shall issue the **Change Scope Order** requiring the contractor to proceed with the performance thereof.

38.2 If the Contractor's quotation is unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

38.3 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event, subject to condition that such variation shall not exceed 5% of the total contract price for the contract work.

38.4 The Contractor shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.

39. Payment Certificates :

39.1 The Contractor shall submit to the Engineer statements of the value of the work completed.

39.2 The Engineer shall check the Contractor's statement within 14 days and certify the amount to be paid to the Contractor as per contract payment schedule after taking into account any credit or - debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in sub-clause 47.3 of the Contract Data (Secured Advance).

39.3 The value of work executed shall be determined by the Engineer.

39.4 The value of work executed shall comprise the value of the quantities of the items as per the mile stone and work programme attached to the contract.

39.5 The value of work executed shall include the valuation of Change in Scope (Variation) and Compensation Events, if any.

39.6 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

40. Payments :

Payments shall be adjusted for deductions for retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. The Engineer shall pay the Contractor the amounts as per the payment schedule attached to the contract.

41. Compensation Events :

- 41.1** The following are Compensation Events unless they are caused by the Contractor:
- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
 - (b) Other contractors, public authorities of utilities or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- 41.2** If a Compensation Event would prevent the work being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Contractor will react competently and promptly to the event and shall submit information demonstrating the effect of the Compensation Event and the required extended time period for completion.
- 41.3** The Engineer shall examine the information furnished by the Contractor and shall recommend to the Employer by how much time the Intended Completion Date shall be extended. The Employer shall decide / sanction the required extension of time due to such compensation event.
- 41.4** The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer.
- 42. Tax :**
- The rates quoted by the Contractor shall be deemed to be inclusive the Royalty, Income Tax, Labour CESS and all other statutory taxes that the Contractor will have to pay for the performance of this Contract except GST. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.
- 43. Currencies :**
- All payments shall be made-in Indian Rupees.
- 44. Retention :**
- 44.1** The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the works or settlement of final payment.
- 44.2** On completion of the whole of the works half the total amount retained is repaid to the contractor and half when the Defects Liability Period has passed and the Engineer has certified that all defects notified by the Engineer to the contractor before the end of the period have been corrected.
- 45. Liquidated Damages :**
- 45.1** The Contractor shall pay liquidated damages to the Employer at the rate per week stated in the Contract Data for each week that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not relieve the contractor from his / her / their obligation to complete the works or from any other duties, obligations or responsibilities which he / she / they may have under the contract.
- 45.2** If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.
- 45.3** If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty for every week or part of week which shall

elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the contract data.

The employer may, without prejudice to any other method of recovery deduct the amount of such damages from any money due or to become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works or from any other of his obligations and liabilities under the contract.

45.4 If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking - Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

46. Bonus Payment :

46.1 The procedure for payment of bonus (incentive) shall be as per the latest amendment to Para 3.5.5 of OPWD code, Vol-I.

46.2 If the contractor achieves completion of the whole of the works prior to the Intended Completion Date prescribed in Contract Data the Employer shall pay to the contractor a sum stated in Contract Data as bonus (incentive) for every completed month which shall elapse between the date of completion of all items of works as stipulated in the Contract and the time prescribed in Clause 17.

46.3 For the purpose of calculating bonus payments, the time given in the Bid for completion of the whole of the works is fixed and unless otherwise agreed, no adjustments of the time by reason of granting an extension of time pursuant to Clause 28 or any other clause of these conditions will be allowed. Any period falling short of a complete month shall be ignored for the purpose of computing the period relevant for the payment of bonus.

47. Advance Payment (Mobilisation and machinery advance) :

47.1 The Engineer shall make advance payment to the Contractor for mobilization and cash flow support of the amounts stated in the Contract Data by the date stated in the Contract Data, only against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a Bank acceptable to the Engineer in amounts and currencies equal to the advance payment.

47.2 An interest @ 10% per annum shall be charged on the advance payment.

47.3 The Advance Payment shall not be released until the design is finalized and establishment of camp at work site is completed.

47.4 The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. The contractor shall ensure that the Bank Guarantee remain enforceable until the advance payment has been fully repaid and accordingly renew it, from time to time, until the advance payment has been fully repaid.

47.5 If the terms of guarantee specify its expiry date, and the advance payment has not been re-paid by the date then 28 days prior to the expiry date, the contractor shall extend the validity of the guarantee until the advance payment has been fully repaid.

47.6 The advance payment shall be repaid through percentage deductions from the interim payments as follows :-

a) Deductions shall commence from the 1st interim payment.

b) Deductions shall be made in proportions of the advance payment until such time as the advance payment has been repaid: provided that the advance payment shall be completely repaid prior to the time when 90 percent of the accepted contract amount has been repaid.

47.7 If the advance payment has not been repaid prior to the issue of the Taking over Certificate for the work or prior to termination under Section – 3 Clause -54 of (termination by employer), the balance advance is payable by the contractor to the employer.

48. Securities :

The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid up to the **end of defect liability period**.

49. Cost of Repairs :

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions including the situation as stipulated at Cl. 12.

E. FINISHING THE CONTRACT

50. Completion :

The Contractor shall request the Engineer to issue a Certificate of Completion of the Works and the Engineer will do so upon deciding that the Work is completed.

51. Taking Over :

The Employer shall take over the Site and the Works within seven days of the Engineer issuing a certificate of Completion.

52. Final Account :

The Contractor shall supply to the Engineer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

53. Operating and Maintenance Manuals :

If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

or

If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

Operation and Maintenance:

General Requirements

The Contractor shall comply with the Operation Management System as provided for in the Contract and any revisions thereof which are agreed during the Contract Period. The Contractor shall follow the requirements of the Operation and Maintenance Plan and the Operation and Maintenance Manuals. No significant alteration to such arrangements and methods shall be made without the prior approval of the Employer's Representative.

The maintenance personnel shall have the appropriate experience and qualifications to perform the Operation and Maintenance service as required under the Contract. The names, with details of their qualifications and experience, of all operation and maintenance personnel shall be submitted to the Employer for approval, and no such personnel shall be engaged prior to receiving such approval.

Contractor maintains the Stadium & Swimming pool and allied activity in such a way it is safe and also ready to operational when ever required by authority.

Commencement of Operation and Maintenance

The Operation and Maintenance shall not commence until the Works have been completed in accordance with the Contract and Taking-Over Certificate has been issued in terms of the Contract.

The Contractor shall provide the Operation and Maintenance service in compliance with the Operation Management System and in accordance with As-Built Documents and the Operation and Maintenance Manuals.

Delivery of Raw Materials, Equipments, Services

The Contractor shall be responsible for the supply and delivery to the Site (or other designated place) of the equipment, Power supply, fuels, consumables and other such items specified in the Employer's Requirements. The Contractor shall be responsible that all such items are fit for purpose and comply with the requirements of the Contract in respect of quality, purpose and function.

In the event that any such item or product is not delivered in accordance with the agreed delivery programme or deviates from the specified quality, and such delay or deviation causes the Contractor to suffer additional cost, the Contractor shall not be entitled for any extra costs which he has incurred.

Training

The Contractor shall carry out the training of Employer's Personnel in the Operation and Maintenance of the Facilities to the extent specified in the Employer's Requirements.

The programme and scheduling of the training shall be agreed with the Employer, and the Contractor shall provide experienced training staff, and all training materials as stated in the Employer's Requirements. The Employer shall be responsible for nominating and selecting suitable personnel for training.

Failure to comply with Performance parameters, Delays and Interruptions during Operation and Maintenance

For any Failure to comply with performance parameters, delays and Interruptions during Operation and Maintenance by a cause for which the Contractor is responsible, the Contractor shall compensate the Employer for any losses including loss of revenue, loss of profit, and overhead losses. and the Employer shall be entitled to recover the amount due by making a corresponding deduction from the next payment due to the Contractor. However, the total amount of compensation payable by the Contractor to the Employer shall not exceed the amount stated in the **Appendix to Tender**.

Unless otherwise stated in the Contract, if the failure continues for a period of more than 15 days, and the Contractor is unable to achieve compliance with the specified performance requirements specified in the Contract, the Employer may:

- (i) either continue with the Operation and Maintenance with the deduction in the Contractor's monthly payment as stated in Appendix to Tender or
- (ii) give the Contractor 30 days' notice in writing and terminate the Contract. In such an event, the Employer shall be free to continue the Operation and Maintenance himself or by others.

Completion of Operation and Maintenance

Unless the Parties have mutually agreed to extend the Operation and Maintenance Period, the obligation of the Contractor to operate and maintain the Facilities under the Contract shall cease at the end of the period stated in the Contract as the Operation and Maintenance Period.

Notwithstanding the foregoing, other services required to be performed by the Contractor must be completed before the Contractor will be entitled to receive the Final Contract Completion Certificate on Completion of the Operation and Maintenance Period. Pre-conditions which must be fulfilled by the Contractor before the Final Contract Completion Certificate on Completion of the Operation and Maintenance Period will be issued are:

- (a) Joint Inspection Prior to Contract Completion ,
- (b) Testing of all components prior to Contract completion,
- (c) Updating Operation and Maintenance manuals and providing performance records and data
- (d) Remedying defects found during inspection 8 [Joint Inspection Prior to Contract Completion].

Operating License

The Employer shall issue to the Contractor the Operating License or equivalent legal authorization to enable the Contractor to operate and maintain the Facilities during the Operation and Maintenance Period.

The Operating License shall automatically come into full force and effect upon issue of the Works Contract Completion Certificate upon completion of the execution of the Works in accordance with the Contract and issuance of the Taking-Over Certificate.

The Operating License shall only extend to those parts of the Site which it is required to occupy for the purposes of carrying out the Works and Operation and Maintenance as set out in the Contract. The Operating License granted pursuant to this clause shall not operate nor be deemed to operate as a tenement or a demise of the Site or any part thereof. The Contractor shall not have or be entitled to any estate, right, title or interest in the Site / Facilities. The license will immediately terminate upon termination of this Contract for whatever reason

54. Termination :

54.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

54.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- (b) the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (d) the Contractor does not maintain a security which is required;
- (e) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
- (f) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

54.3 When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 54.2 above, the Engineer shall decide whether the breach is fundamental or not.

54.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

54.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site, as soon as reasonably possible.

55. Payment upon Termination :

55.1 If the-Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

55.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law. No extra cost will be paid by the employer for expenditure towards removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works and the Contractor's costs of protecting and securing the Works.

56. Property :

All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

57. Release from Performance :

57.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

58. Approval of Architectural Plans :

58.1 All architectural plans shall be approved by the bidders at his own cost from concerned development authorities within stipulated time.

58.2 Compliance with environmental and energy efficiency norms and obtaining at least three star GRIHA rating.

F. Special Conditions of Contract

1. LABOUR :

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

2. COMPLIANCE WITH LABOUR REGULATIONS :

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

- a) Workmen Compensation Act 1923:- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972:- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
 - (i) Pension or family pension on retirement or death, as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.F. accumulation on retirement/death etc.
- d) Maternity Benefit Act 1951:- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) Contract Labour (Regulation & Abolition) Act 1970:- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.
- f) Minimum Wages Act 1948:- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- g) Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) Equal Remuneration Act 1979:- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- i) Payment of Bonus Act 1965:- The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/-per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above up to Rs.3500/- per month shall be worked out by taking wages as Rs.2500/-per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- j) Industrial Disputes Act 1947:- The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) Industrial Employment (Standing Orders) Act 1946:- It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- l) Trade Unions Act 1926:- The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

- m) Child Labour (Prohibition & Regulation) Act 1986:- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979:- The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upto the establishment and back, etc.
- o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:- All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) Factories Act 1948:- The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

3. **SUB-CONTRACTING (GCC Clause 7) :**

Please add the following as Clause 7.2:

The contractor shall not be required to obtain any consent from the employer for:

- a) the Sub-contracting of any part of the works for which the sub-contractor is named in the contract;
- b) the provision of labour; and
- c) the purchase of materials which are in accordance with the standards specified in the Contract.
- d) Beyond this if the contractor proposes sub-contracting any part of the work during execution of works, because of some unforeseen circumstances to enable him to complete the work as per terms of the contract, the Engineer / Employer will consider the following before according approval:
 - The contractor shall not sub-contract the whole of the works.
 - The contractor shall not sub-contract any part of the work without prior consent of the Engineer. Any such consent shall not relieve at the contractor from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the contractor, his agents or workmen.
 - The Engineer should satisfy whether (a) the circumstances warrant such sub-contracting; and (b) the sub-contractors so proposed for the work possess the experience, qualification and equipment necessary for the job proposed to be entrusted to them in proportion to the quantum of work to be sub-contracted.

- If payments are proposed to be made directly to that sub-contractor, this should be subject to specific authorization by the prime contractor so that this arrangement does not alter the contractor's liability or obligations under the contract.

Note : All bidders are expected to indicate clearly in the bid, if they proposed sub-contracting elements of the works amounting to more than 20 percent of the Bid Price. For each such proposal the qualification and the experience of the identified sub-contractor in the relevant field should be furnished along with the bid to enable the employer to satisfy himself about their qualifications before agreeing for such sub-contracting and include it in the contract.

In view of the above, normally no additional sub-contracting should arise during execution of the contract.

4. PROTECTION OF ENVIRONMENT:

Add the following as GCC Clause 16.2:

The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or other resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, by-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority. The contractor shall also abide by the requirements as per Attachment-X of the Bid Document.

Salient features of some of the major laws that are applicable are given below:

The Water (prevention and Control of Pollution) Act, 1974: This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

The Air (prevention and Control of Pollution) Act, 1981: This provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

The Environment (Protection) Act, 1986: This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human being, other living creatures, plants, micro-organism and property.

The public Liability Insurance Act, 1991: This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

1. Attachment - X

2. Environmental Mitigation Measures during Construction – ROAD AND BUILDINGS

	Environmental Impact/Issue	Mitigation / Management Measures	Responsibility	
			Implementation	Supervision
1.	Removal of Trees	Trees will be removed from the corridor of impact (or, site) before the commencement of construction with prior clearance from the Forest Department.	Contractor	Department
2.	Generation of Debris	Debris generated due to the dismantling of the existing pavement structure shall be suitably reused in the proposed construction, subject to the suitability of the material and the approval of the Engineer. Unutilisable debris material shall be suitably disposed off by the contractor, either for the filling up of borrow areas created for the project or at pre-designated dump locations.	Contractor	Department.
3.	Loss of Topsoil	(a) The topsoil from all areas of cutting and all areas to be permanently covered shall be stripped to a specified depth of 150 mm and stored in stockpiles (maximum slope 1:2, and maximum height 2m). To retail soil and to allow percolation of water, the edges of the stockpile shall be protected by slit fencing (b) Stockpiles will not be surcharges or otherwise loaded and multiple handling will be kept to a minimum to ensure that no compaction will occur. It shall be ensured by the contractor that the topsoil will not be unnecessarily trafficked either before stripping or when in stockpiles. (c) Such stockpiled topsoil will be returned to cover the disturbed area and cut slopes. Residual topsoil will be distributed on adjoining/proximate barren/rocky areas as identified by the Engineer in a layer of thickness of 75 – 150 mm. Top soil shall also be utilized for redevelopment of borrow areas, landscaping along slopes, medians, incidental spaces etc.	Contractor	Department.
4.	Borrowing of Earth	The borrowing shall not be carried out in cultivable lands, unless agreed upon by the Engineer. Borrowing of earth shall be carried out as per the IRC Guidelines.	Contractor	Department.
5.	Degradation of Borrow Areas	The location, shape and size of the designated borrow areas shall be as approved by the Engineer and in accordance to the IRC recommended practice for borrow pits for road embankments. Borrow pits shall be re-developed, spoils shall be dumped with an overly of stockpiled topsoil. Redevelopment of borrow areas shall be taken up in accordance with the plans approved by the Engineer.	Contractor	Department.
6.	Soil Erosion	Along sections abutting water bodies, stone pitching needs to be carried out for slopes between 1:4 and 1:2 Gabion structures/ Grass turfing shall be provided for slopes steeper than 1 vertical to 2 horizontal. The work shall consist of measures as per design or as directed by the Engineer to control soil erosion, sedimentation and water pollution, through use of berms, dikes, sediment basins, fiber mats, mulches, grasses, slope drains and other devices.	Contractor	Department.

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7.	Construction Wastes & their disposal	Spoil from excavation of riverbed shall be managed and disposed off as directed by the Engineer. No new disposal site shall be created as part of the project, which is not redeveloped. All waste material shall be completely disposed as desired and the site shall be fully cleaned before handing over.	Contractor	Department.
8.	Quarry Operations	The Contractor shall open and use quarries, as per the Odisha Mining Rules. Alternatively the Contractor shall acquire the required material from quarries licensed by the OSPCB and having an approved redevelopment plan.	Contractor	Department.
	Environmental Impact/Issue	Mitigation / Management Measures	Responsibility	
9.	Loss of Water Bodies	<p>a. Filling of surface water bodies shall be compensated by digging an equal volume of soil for water storage. Such dug-up soil shall be used for spreading as topsoil.</p> <p>b. Wherever earthwork is undertaken, the banks shall be protected by means as designed or as approved by the Engineer. Construction shall be carried out in a manner so that the side slopes are no steeper than 1:4, otherwise slope protection work shall be provided, as approved by the Engineer and as per item 6 of these specifications. For drains carrying run-off from the highways entering, into surface water bodies/channels, with a fall exceeding 1.5 m cascading or sedimentation traps shall be provided.</p>	Contractor	Department.
10.	Loss of Other Water Sources	The replacement shall be ready prior to demolition / dismantling of the existing source. Any damage to the existing sources of water (hand pump, tube well etc.) shall be made good by the Contractor at his expense.	Contractor	Department.
11.	Flooding	In addition to the design requirements, the contractor shall take all desired measures as directed by the Engineer to prevent temporary or permanent flooding of the site or any adjacent area.	Contractor	Department.
12.	Alteration of Drainage	<p>a. In sections along water courses, and close to cross-drainage channels, earth, stone or any other construction materials or appendage shall be properly disposed off so as not to block the flow of water.</p> <p>b. All necessary measures shall be taken to prevent earthwork, stonework, materials and appendage as well as the method of operation from impending cross-drainage at rivers, streams, water canals and existing and existing irrigation and drainage systems.</p>	Contractor	Department.
13.	Contamination from Construction Wastes, fuel and Lubricants	At construction vehicle parking locations and at fuel/lubricant storage sites, oil and grease traps shall be provided. Fuel storage shall be in proper bunded areas. The discharge standards promulgated under the Environmental Protection Act, 1986 shall be strictly adhered to.	Contractor	Department.
14.	Sanitation and Waste	Construction labourers' camps shall be located at least 200 m away from the nearest habitation and as approved by the Engineer. The sewage system for a construction labourers' camp shall be designed, built	Contractor	Department.

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	disposal in construction camps	and as per the Factories Act, 1948 and the Building and other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996.		
15.	Generation of Dust	All vehicles delivering materials to the site shall be covered to avoid spillage of materials. Clearance shall be effected by manual sweeping and removal of debris, or, if so directed by the Engineer, by mechanical sweeping and cleaning equipment, an all dust, mud and other debris shall be removed completely.	Contractor	Department.
16.	Emission from Hot-Mix Plants and Batching Plants.	Hot mix plants and batching plants shall be located sufficiently away from habitation, agricultural operations or industrial establishments. Where possible such plants will be located at least 1000 m downwind from the nearest habitation. The exhaust gases, and operation of the plants shall comply with the requirements of the relevant current emission control rules (as per OSPCB).	Contractor	Department.
	Environmental Impact/Issue	Mitigation / Management Measures	Responsibility	
17.	Emission and noise from Vehicles & Equipment	All vehicles, equipment and machinery used for construction shall conform to the relevant Bureau of Indian Standard (BIS) norms. All vehicles, equipment and machinery used for construction shall be regularly maintained to ensure that pollution emission levels comply with the relevant requirements of OSPCB.	Contractor	Department.
18.	Pollution from Crusher	All crushers used in construction shall conform to relevant dust emission control rules. Clearance for siting shall be obtained from the OSPCB. Alternatively, only crushers already licensed by the OSPCB shall be used.	Contractor	Department.
19.	Loss, Damage or Disruption of/to Fauna.	All works are to be carried out in such a fashion that the damage and disruption to fauna is minimum. Construction workers shall be instructed to protect natural resources and fauna, including wild animals and aquatic life. Hunting and unauthorized fishing are prohibited.	Contractor	Department.
20.	Chance-found important Flora/Fauna.	If a rare/endangered/threatened flora/fauna species is spotted, the contractor shall make all arrangements to intimate the Forest/Wildlife authorities without delay, and measures will be taken for its conservation. Work would be suspended, until the relevant authorities are consulted, unless specifically directed by the Engineer.	Contractor	Department.
21.	Traffic Control and Safety	The Contractor shall take all necessary measures for the safety of traffic during construction and provide, erect and maintain such barricades, including signs, markings, flags, lights and flagmen as may be required by the Engineer for the information and protection of traffic approaching or passing through the section of the road under improvement.	Contractor	Department.
22.	Risk from Construction Operations	The contractor is required to comply with all the precautions as required for the safety of the workmen as per the international Labour Organisation (ILO) Convention No. 62 as far as those are applicable to this contract. The contractor shall also comply with the national Building Code for this purpose.	Contractor	Department.

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23.	Potable Water and Hygiene	Potable water supply will be provided, at every workplace, as per the Factory Rules of Odisha. All requirements as per standards set by the Building and other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 shall be fulfilled.	Contractor	Department.
24.	Protection of Cultural Heritage / Property	All the necessary and adequate care shall be taken to minimize impact on cultural properties (which includes cultural sites and remains, places of worship, graveyards, monuments and any other important properties/sites/remains notified under the Ancient Sites and Remains Act)	Contractor	Department.
25.	Chance found Archaeological property	All fossils, coins, articles of value of antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall be the property of the Government. The contractor shall all work within 100 m in all directions from the site. The Engineer shall seek direction from the Archaeological Society of India (ASI) before instructing the Contractor to recommence work on the site.	Contractor	Department.
26.	Risk from explosives	Except as may be provided in the contract or ordered or authorized by the Engineer, the contractor shall not use explosives. Where the use of explosives is so provided or ordered or authorized, the contractor shall comply with the requirements of the explosives Act. First aid and medical care shall be provided, as per the factory Rules of Odisha.	Contractor	Department.

ARBITRATION (GCC Clause 25)

The procedure for arbitration will be as follows:

- 25 (a) In case of Dispute or difference arising between the Employer and a domestic contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed and the Arbitral Tribunal consisting of 3 arbitrators one each to be appointed by the Employer and the Contractor and the third Arbitrator to be chosen by the two Arbitrators so appointed by the Parties to act as Presiding Arbitrator shall be considered. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Council, Indian Road Congress.
- (b) The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding arbitrator shall be appointed by the * Council, Indian Road Congress.
- (c) If one of the parties fails to appoint its arbitrator in pursuance of sub clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the * Council, Indian Roads Congress shall appoint the arbitrator. A certified copy of the order of the Council, Indian Roads Congress making such an appointment shall be furnished to each of the parties.
- (d) Arbitration proceedings shall be held in **Rourkela**, and the language of the arbitrator proceedings and that of all documents and communications between the parties shall be English.
- (e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (f) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.

SECTION 4 CONTRACT DATA

Items marked "N/A" do not apply to this Contract.

The following documents are also part of Contract:

Clause Reference

- The Schedule of Operating and Maintenance Manual (53)
- Operation and Maintenance (53)
- The Schedule of Other Contractors (8)
- The Schedule of key Personnel (9)
- The Methodology and Program of Construction and O&M (27)
- The Schedule of key and critical equipment to be deployed
On the work as per agreed program of Construction (27)
- Site Investigation Reports (14)
- The Employer: Rourkela Smart City Limited
Udit Nagar, Rourkela-769012

- The site is located at : Birsa Chowk ,Rourkela
- Name of authorised representative : Chief Executive Officer, Rourkela Smart City Ltd
- The Engineer : As authorised by CEO RSCL
- Local Address : Rourkela Development Authority
- The name and identification number of the Contract
Name:
Bid Identification No:
- The Works consist of : (Refer the Tender Drawings, Technical Specifications etc attached at
- The Start Date/Commencement Date- Date of issue of notice to proceed with the work.
The intended Completion Date for the whole of the Works(Construction Period of 24 Months from award of work for Bisra Munda Stadium and Operation & Maintenance Period of 60 Months for Bisra Munda Stadium) This period includes the time period for survey, investigation and detail design as per the scope of services described at Vol-II

The following documents also form part of the Contract

(2.3)

- I. Notice inviting bid including all corrigendum's/ addendum/additional conditions/specification/ drawings etc if any issued at the time of invitation of bid and acceptance thereof
 - II. Bid Document
 - III. Performance Security
- The language of the Contract documents in English (3)
 - The law which applies to the Contract is the law of Union of India
 - Limit of subcontracting 20% of the initial Contract Price (7)

- Insurance requirements are as under:

SL No	Item	Minimum Cover of Insurance	Maximum Deductible for Insurance
(i)	Works and Plants and Material	Full	0.45% of insured amount
(ii)	Loss of damage to Equipment	Full	0.45% of insured amount
(iii)	Other Property	Camp Cost	0.45% of Insured Amount
(iv)	For Third Party Liability	As per Statutory Requirement applicable by Indian Law	
(v)	For Professional Liability	Up to Project Cost	As per Statutory Requirement applicable by Indian Law
(vi)	For Contractors Employee	As per Statutory Requirement applicable by Indian Law	

- The duration of insurance up to end of defect liability period (13)
- The duration of up to end of completion period (14)
- The site possession date shall be simultaneously with the notice to proceed with the work (21)
- The Contractor shall submit a Program for the Works within 7 days of delivery of the Letter of Acceptance of tender (27)
- (This program should be in adequate detail and generally confirm to the programme submitted along with bid in response to ITB Clause 4.2 (k) deviations if any from that should be clearly explained and should be satisfactory to the Engineer)
- The period for submission of the Programme for approval of Engineer
 - Shall be 15 days from the date of issue of Letter of Acceptance (27)
- The amount to be withheld for late submission of an updated Programme shall be 1% of the Contract Amount (27)
- The Defect liability Period is 3 (three) years from the date of certification of completion of work (34,35)
- The currency of Contract is in Indian Rupees (43)
- The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract (38)

And shall not subject to any adjustment

- Retention Money-5% of gross value of the Bill (44)
- The liquidated damages- 1% of the balanced work per week subject to maximum of 10%(Ten percent) of the respective Contract Price
- Mile Stones for Design Stages:** Refer contract management framework & payment schedule
- Mile Stones for Execution Stage:** Refer contract management framework & payment schedule
- Bonus Payment**
1% of contract price in case of completion of work 1 months prior to completion date.

Maximum 2% of Contract Price in case of completion of work 2 months prior to completion date (45)

Bonus payment for intermediate period shall be prorated. (46)

- Advance payment(5%) five percent of the Contract value on mobilization of manpower required & 5% (five percent) of the Contract value on mobilization of equipments & machinery at sit after submission equal amount of Bank Guarantee(47)
- Validity of performance Security upto end of defect liability period (48)
- The amount to be withheld for failing to supply “as built” drawings (duly approved by appropriate Authority by the date required is Rs.10.00 Lakhs (53)

The following events shall also be fundamental breach of Contract (54)

- The Contractor has contravened Sub Clause 4 and Clause 6 of G.C.C
- The Contractor does not adhere to the agreed construction programme (Clause 24 of GCC) and also fails to take satisfactory remedial action as per agreement reached in the management meetings(Clause 27) for a period of 60 days.
- The percentage to apply to the value of work not completed representing the Employers additional cost for completing the works shall be 20% of the value of incomplete work(55.1).

SECTION 5
TECHNICAL SPECIFICATION
Attached separately

SECTION 6
SECURITIES AND OTHER FORMS

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____ [date] for the construction of "Redevelopment of Birsa Munda Stadium(Design, Execution, Operation & Maintainance) at Rourkela "hereinafter called "the Bid"].

KNOW ALL PEOPLE by these presents that We _____ [Name of Bank] of _____ [name of country] having our registered office at _____ (hereinafter called "the Bank") are bound unto [Chief Executive Officer,Rourkela Smart City Limited,Udit Nagar,Rourkela-769012] (hereinafter called "the Employer") in the sum of _____ * for which payment well and truly to be made to the said Employer the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

OR

- (2) If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders; or
 - (c) does not accept the correction of the Bid Price pursuant to Clause 27

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 45 days after the deadline for submission of Bids as such dead-line is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE _____

WITNESS _____

SEAL _____

[Signature, name and address]

* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.

** 45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

PERFORMANCE BANK GUARANTEE

To

The Chief Executive Officer
Rourkela Smart City Limited
Udit Nagar, Rourkela-769012
Odisha

WHEREAS _____ [name and address of Contractor] (hereafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of _____ [amount of guarantee]* _____ (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the guarantor

Name of Bank

Address

Date _____

* An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

BANK GUARANTEE FOR ADVANCE PAYMENT

To

The Chief Executive Officer
Rourkela Smart City Limited
Udit Nagar, Rourkela-769012
Odisha

_____ [name of Contractor]

Gentlemen :

In accordance with the provisions of the Conditions of Contract, sub-clause 47.1 ("Advance Payment") of the above-mentioned Contract, _____ [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper _____ and faithful performance under the said Clause of the Contract in an amount of _____ [amount of Guarantee] * _____ [in words].

We, the _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to Chief Executive Officer, Rourkela Smart City Limited on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount not exceeding _____ [amount of guarantee]* _____ [in words].

We further agree that no change or addition to or other modification of the terms of the Contractor or Works to be performed thereunder or of any of the Contract documents which may be made between

_____ [Rourkela Smart City Limited] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ [Chief Executive Officer, Rourkela Smart City Limited] receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and Seal : _____

Name of Bank / Financial Institution : _____

Address: _____

Date: _____

* An amount shall be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in Indian Rupees.

UNDERTAKING

I the undersigned do here by undertake that _____ our firm
M/s.....

Agree to abide by this bid for a perioddays for the date fixed for receiving the
same and it shall be binding on us and may be accepted at any time before the expiration of that
period.

(Signed by an authorized officer of the
Firm/Lead Member of JV/Consortium)

Title of Officer _____

Name of the firm _____

DATE _____

SECTION 7
DRAWINGS (Conceptual and Broad Specification, Technical
Parameter)
Attached separately

SECTION 8

TERMS OF REFERENCE & SCOPE OF WORK FOR DESIGN OF THE PROJECT

1. BRIEF TASKS TO BE CARRIED OUT AT DESIGN & EXECUTION STAGE

- Collect sub-soil data, undertake detailed survey & sub-soil investigations;
- Prepare Detailed designs and architectural drawings,
- Whenever required or necessitated by the site conditions, modify designs as well as suggest solutions to the problems come across during actual execution.
- Obtain approval of designs of each components of buildings from the Engineer In Charge,RSCL before execution.

2. DETAIL SCOPE OF WORK

- a) The Concept prepared by RSCL has to be followed by the Contractor ,however, the Contractor is allowed to present a better option during Concept Plan Presentation.
- b) Conduct necessary sub-soil investigation, wind data and earthquake data as per relevant clauses of NBC of India.
- c) Carry out field surveys, soil and geo-technical investigations, and prepare plans, designs, detailed drawings, etc. as per the latest BIS and NBC guidelines.
- d) Prepare detail site plan of the area using total-station etc.
- e) Prepare Key map(with scale 1:50,000) showing the location of the buildings investigated and rejected and the important structures, in the vicinity. The reference to the position of the benchmark, location of the trial pits or bore-holes giving identification number for each bore connected to the datum and location of all nullahs, buildings.
- f) Carryout Geotechnical Investigations and Sub-Soil Exploration at each proposed building location, and conduct all relevant laboratory and field tests on soil and rock samples. Soil bore particulars duly indicating the classification of soils within a bore log chart and soil test reports conducted in Govt. of Odisha approved soil testing laboratory on undisturbed and disturbed samples for all the geo-technical parameters like C, ϕ , Atterberg limits, DFS, SPT and silt factor worked out from the mean diameter of the particle size to the maximum scour level, safe bearing capacity of soils or rocks, core recovery (RQD) for rock, errodibility test for rocks, consolidation settlement parameters etc.
- g) Prepare detailed designs, prepare drawings for building and approaches following the latest IS codes for design and construction of buildings and NBC specification and IS codes and obtain approval of the Engineer In Charge ,RSCL.
- h) Carryout load testing on piles as per BIS guidelines and accordingly modify the designs of foundation (pile and pile cap etc.) if necessary from stability point of view.
- i) Brief details of the various elements of the proposed Project are presented in the following section (to be attached).
 - i) The activities required for completion of the Project on a turnkey basis include
 - Planning of the Facilities including functional analysis, workflow analysis etc.
 - Design development including preparation of architectural brief, design concept, concept for services etc. It may be noted that the concept plans forming part of the RFP documents shall be the basis for this.
 - Detailed design engineering including architectural design and construction documents, structural engineering, electrical engineering, heating ventilation and air conditioning plans, ICT, Fire Fighting ,PH, communication and networking plan, fire detection and protection plan etc.
 - Building construction and installation of all services

- Procurement, installation, testing and commissioning of requisite equipment as per specifications provided
- Procurement and installation of furniture and fixtures
- Co-ordination with the Electrical , HVAC ,ICT , ICT equipment suppliers for installation and incorporating their requirements in the project.
- Project Management to ensure completion of Project as per the specified timelines
- Compliance with Environmental and Energy efficiency norms and obtaining at least 4 star GRIHA rating.
- Handing over of the facilities after fulfilling all the obligations under “Employer’s Requirement”

3. TIME PERIOD FOR THE SERVICE

The time period for the design stage is 60 days from the date of commencement. This period includes time period for all types of survey & investigation as listed at Para-2, soil exploration and laboratory testing, detail design, the draft and final design reports, drawings, technical specifications, methodology of work and all other associated reports and documents.

However, the total period of contract including Survey, Investigation, Design, and Execution will be 24 calendar months. The Operation & Maintainace period shall be Five year for Redevelopment of Birsa Munda Stadium which include defect liability period of three years from the date of completion of the project.

The Contractor shall submit all designs, drawings, technical specifications and methodology to the Employer **after vetting the same from any National Institute of Repute such as Indian Institute of Technology (IIT) or NIT at its own cost.** The Employer shall give approval on all sketches, drawings, reports and recommendations and other matters and proposals submitted for approval by the Bidder in such reasonable time as not to delay or disrupt the performance of the Contractor’s services.

4. SCHEDULE FOR COMPLETION OF TASKS

The reports have to be submitted in the following phasing in the number of copies indicated against each of them.

SI No	Description	Schedule for completion
4.1	Survey (Topo graphical, Geotechnical & Hydrological Survey) after submission of field data, drawing & approval	30 days from the date of commencement
4.2	Architectural Drawings with detail Engineering Designs and technical specifications & methodology	45 days from the date of commencement
4.3	Final Architectural Drawings with detail Engineering Designs and technical specifications & methodology	60 days from the date of commencement
4.4	On approval of drawing showing electrical, sanitary, ICT ,Fire Fighting & HVAC, Landscape design	75 days from the date of Commencement
4.5	Changes during Construction	As and when referred by the Department
4.6	On Completion of Construction and submission of “As built drawings	730 days from the date of Commencement

5. KEY PERSONNEL OF THE PROJECT DESIGN TEAM

The Bidder shall be required to form a multi-disciplinary team for this assignment with qualified & experienced key personal and other required supporting staff for delivering the final output of this section as per Para 7 below. The design as well as Architectural team should have the requisite experience and expertise for design of similar works as offered by the bidder and accepted by the Employer.

The CVs of the following Key Personnel would have to be got approved by the Chief Executive Officer,RSCL, Odisha during contract negotiation and prior to signing of contract.

A) Team leader & Building Design Engineer:

A Graduate Degree in Civil Engineering with 10 years of minimum experience in Design of Building works/Stadium and detailing of major RCC/ PSC/ STEEL-CONCRETE COMPOSITE SUPERSTRUCTURE with different types of foundations including PILE FOUNDATIONS for buildings.

B) Geotechnical Engineer and Building Foundation Expert

A Post Graduate Degree in Civil Engineering in Geo-technical or Foundation Engineering having a minimum of 8 years or Degree in Civil Engineering having a minimum of 10 years experience out of which at least 5 years of experience in supervising soil and geo-technical investigations for major building works, design of foundations of all types including large diameter piles for building structures and construction of major buildings.

C) Architect

A Graduate Degree in Architect having a minimum of 10 years experience out of which at least 5 years of experience for preparation of Stadium/Indoor Stadium/ Convention Hall/ Auditorium planning detailing for major buildings.

D) Electrical Engineer

A Graduate Degree in Electrical Engineering having a minimum of 10 years of experience preferably Stadium/Indoor Stadium.

E) Mechanical Engineer

A Graduate Degree in Mechanical Engineering having a minimum of 10 years of experience in HVAC and Fire Fighting works in high rise Building/Stadium.

F) ICT Expert

A Graduate Degree in Telecommunication/Electronics/Instrumentation Engineering with minimum of 5 Years of experience in ICT work of high rise building,/Multiutility Convention Hall/Auditorium

6. SERVICES TO BE PROVIDED BY THE DEPARTMENT

The department will provide the following available data to the Bidder on request.

- Available details of sub-soil report and other associated data
- Available details of soil bore log and test result
- Available site plan
- Any other relevant secondary data, to the extent available in comprehensive manner

7. FINAL OUTPUTS (REPORTS, DRAWINGS etc.) required from the Bidder

7.1	Report with details of all Survey including laboratory test	5 copies
7.2	Draft detailed Architectural drawing and engineering designs report	5 copies
7.3	Final detailed Architectural drawing and engineering designs report	5 copies

7.4 Reports as listed above shall be submitted by the Contractor to the Employer only after obtaining approval of the same from any National Institute of Repute such as Indian Institute of Technology (IIT)/(NIT) at Contractor's own cost. Such approved documents need to be furnished to the Employer within the stipulated datelines as mentioned at Section-4 in the contract data.

8. PAYMENT SCHEDULE AT ARCHITECTURAL DRAWINGS AND DESIGN STAGE

The architectural drawings and design cost for the building shall be 3% of the Contract Price. The Employer shall effect payments for the design cost in accordance with the following payment schedule.

Sl.	Activity / Deliverable	Payment as % of Design Cost
1	Survey (Topo graphical, Geotechnical & Hydrological Survey) after submission of field data, drawing & approval	15
2	On approval of inception report & details survey and architectural drawing approved by concerned development authorities.	25
3	On approval of drawing showing electrical, sanitary, ICT ,Fire Fighting & HVAC, Landscape design	20
4	On approval of Final Architectural drawing showing electrical and sanitary diagram and detail structural design.	25
5	On Completion of Construction	15

SECTION 9

PROJECT EXECUTION & SUPERVISION ASPECTS CONTRACT MANAGEMENT FRAMEWORK & PAYMENT SCHEDULE

1. Project Execution & Supervision Aspects

- a. The Bidder for the Project shall deploy qualified & Experienced Personnel ,who will supervise the Construction work.
- b. The Project Manager on behalf of the Bidder(Contractor) should be named in the Contract with whom day to day monitoring of works will be discussed by Engineer in charge. He should be familiar with modern construction equipment and Contract Conditions. The candidate should have a through understanding and experience with IS Code/NBC Guidelines relating to building construction.
- c. The Bidder shall provide competent personnel for the project execution and supervision who shall be managed by the Project Manager at site in performing the assignment under this Contract. The Bidder personnel should have the required experience and expertise in conducting similar type of works with highest professional standards.
The Bidder is required to set-up the site office at the project site and make their own arrangement for the accommodation , furniture and equipment etc.
- d. The project execution and supervision personnel should be mobilized from the date of commencement of work by the Bidder, During the defect liability period the Bidder would be expected to provide technical advisory services on “as required” basis. No office setup is expected to be provided by the Bidder.
After award of the Contract , the Employer expects all the Proposed personnel to be available during implementation of th Contract.
- e. It is duty of the Bidder (Contractor) to ensure that high quality of Construction is achieve & all works are carried out in full compliance with the approved engineerin design, technical specification and Contract documents/ Check or conduct all necessary measurements, tests and control the quality of various items of works and in accordance with the relevant code of Building specification with the latest edition.

2. Contract Management Frame work

The execution of the works shall be governed by Contract management Framework which are as follow.

To administer the contracts under the project, the Chief Executive Officer, RSCL, Rourkela , 769012 will be the Contractual “**Employer**”

The Engineer In charge or designated representative CEO RSCL shall be the “ Authority Engineer” of the Project and will be work as the representative of the Employer. The Bidder shall be termed as Contractor for the project in accordance with Odisha PWD Code. The Chief Executive Officer ,RSCL shall sanction variation orders including variation in quantities and additional work items proposed by the Bidder and all other items requiring specific approval from the Employer by following procedures as per OPWD Code. The CEO,RSCL shall take approval of Government in accordance with rules of OPWD code where ever necessary.

3. Duties and Responsibilities of the Engineer

The duties of the Engineer are to administer the works contract and ensure that the Contractual Clauses, whether related to quality or quantities of work are respected. The duties of the Engineer include issuing of decisions; certificates and orders as specified in details in the Construction Contract documents. The Engineer will also co-ordinate the team to ensure that Contract Management are correctly and consistently implemented.

The responsibilities of the Engineer will be but not limited to the following:

- To give the order to commence the Works
- To Inspect Bidder's Plant and equipments and recommend augmentation/rectification of deficiencies , if required.
- To order special tests of materials and /or completed works , removal and substitution of improper materials.
- Approve or issue working drawings including variations thereof arising out of change in design as per site requirements
- Monitor and verify correctness of the "As Built Drawings" supplied by the Bidder
- To monitor physical and financial progress of work
- Certify Interim Payment Certificate and Final Payment Certificates
- To review all the test result/ certificates of all construction material and inspect source of materials to establish their quality suitable to the required standards
- To Check and certify the laboratory and field tests carried out by the Bidder and also carry out Independent tests, if required. The report of such test shall be submitted to the Engineer within a period of 7 days of such test.
- To issue completion certificates of part or whole of the works
- To Inspect the works during the Construction period and the Defects Liability period and to issue Defect Liability Certificates after rectification by the Bidder of defects notified to him by the Engineer.
- To advise the Employer on all matter relating to the execution of the works and claims from the Bidder and to make recommendation thereon, including possible recourse to arbitration;
- To approve the setting out the works
- To assist Employers in providing Clarifications/explanation to observations made, from time to time by the Accountants General's Office/Auditors.

4. Action Requiring Specific Approval of the Employer

The Engineer will be required to obtain the specific approval of the Employer before taking any of the following actions:

- Approving subcontracting of any parts of the Work
- Certifying Additional Cost
- Determining an extension of time
- Issuing a variation order, except
 - In an emergency situation, as reasonably determined by the Engineer as per OPWD Code
 - When there is no financial impact
- Approving programme for execution of works
- Suspension of works

5. Duties & Responsibilities of the Project Manager

Duties of the Project Manager of the Bidder (Contractor) are to supervise construction of the works and to test and examine any material to be used or workmanship employed in connection with the Works. The principal responsibilities of the Project Manager of the Bidder (Contractor) are likely to be as follows:

- To ensure that the construction work is accomplished in accordance with the Technical Specifications and Contract Conditions
- To identify construction problems and delays and to recommend to the Engineer , actions to expedite progress.

- To ensure proper keeping of records
 - To monitor and check the day to day quality control and quantity measurements of the work carried out under the Contract and prepare the monthly payment certificates.
 - To prepare in consultation with the Employer , a construction supervision manual outlining routine and procedures to be applied in Contract management , construction supervision and administration
 - To prepare maintain ace manual outlining the routines to be adopted in each specific reach and for the cross drainage works and buildings
 - To comply with his contractual obligations in executing work in all matters concerning safety and care of the works and if required to request the Bidder to provide any necessary lights, guards, fencing and watchmen for smooth and effective working and traffic flow.
 - To write a day-to day project diary which shall record all events pertaining to the administration of the Contract, request forms and orders given to the Bidder and any other information which may at a later date be of assistance in resolving queries which may arise concerning execution of the works:
6. Data , Services and Facilities to be provided by thye Employer
- a. RSCL will not provide office accommodation. The Bidder shall make his own office accommodation arrangements for their office staffs including furniture, equipment, operation and maintenance.
 - b. RSCL will not provide project vehicles to the Bidder. The Bidder shall make his own arrangements in respect of vehicles.
 - c. The Bidder shall be responsible for making his own arrangements for survey equipment.
 - d. The Bidder shall be responsible for making his own arrangements for Communication to Employer.
 - e. `The site laboratory/ laboratory test shall be provided by the Bidder, the cost of which is inclusive in this Turnkey Contract.
7. Reporting Requirements.The Project Manager of the Bidder(Contractor) shall submit to the Engineer five copies each of the following reports:
- a. Monthly Report: The Project Manager shall submit not later than 10th of each month,prepare a brief progress report summarising the progress of the Construction Contract, The report shall outline any problem(Technical, Legal & financial) and give recommendation on how these problems may be overcome. The reports should record monthly bill and status of payment
 - b. Final Completion Report: The Project Manager of the Bidder(Contractor) shall prepare a comprehensive Final Completion Report for the Contract when it reaches a stage of substantial Completion during the period of services. Completion report must also be submitted immediately after the taking over of each section or part of the Permanent works. The Reports shall summarise the method of Construction and recommendations for O&M supervision by the Employer.
8. Proprietary Right of Employer
- All plans , drawings, specifications, design, reports and other documents (both hard copies and soft copies) prepared by the Bidder in performing the works shall become and remain the property of the Employer and bidder shall not later than upon termination or expiration of the Contract deliver all such documents to the Employer. The Bidder may retain a copy of such document but shall not use these documents for purposes unrelated to this contract without the prior written approval of the Employer.

PAYMENT SCHEDULE FOR BIRSA MUNDA STADIUM

The Employer shall effect payments to Bidder in accordance with the following Schedule.

Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage	Mode of Measurement
1	2	3	4	
Design & Drawing	3.00	Survey (Topo graphical, Geotechnical & Hydrological Survey) after submission of field data, drawing & approval	15.00%	
		On approval of architectural drawing	25.00%	
		On approval of Structural drawing	25.00%	
		On approval of drawing showing electrical, sanitary, ICT ,Fire Fighting & HVAC, Landscape design	20.00%	
		On Completion of Construction and submission of "As built drawings"	15.00%	
Main Building	21.50	1) Completion of Foundation	6.40%	Unit of measurement is Sqm. Payment of each stage shall be made on pro rata basis on completion of a part of not less than 10 (ten) percent of the total quantity.
		2) Completion of RCC structure works up to ground floor roof level	4.80%	
		3) Completion of RCC structure works up to 1st floor roof level	4.80%	
		4) Completion of RCC structure works up to 2nd floor roof level	4.80%	
		5) Completion of RCC structure works up to 3rd floor roof level	4.80%	
		6) Brick Work for Ground floor	4.80%	
		7) Brick work for 1 st floor	4.80%	
		8) Brick work for 2 nd floor	4.80%	
		9) Brick work for 3 rd floor	4.80%	
		10) Plastering, finishing and painting including doors & windows works at ground floor	4.80%	
		11) Plastering, finishing and painting including doors & windows works at 1st floor	4.80%	
		12) Plastering, finishing and painting including doors & windows works at 2nd floor	4.80%	
		13) Plastering, finishing and painting including doors & windows works at 3rd floor	4.80%	

Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage	Mode of Measurement
		14) PH Works Supply of material Installation Testing & Commissioning	12.50% 7.50% 3.75% 1.25%	
		15) Electric Works Supply of material Installation Testing & Commissioning	6.20% 3.75% 1.87% 0.58%	
		16) Tensile Roofing	5.00%	Unit of measurement is Sqm. Payment of each stage shall be made on pro rata basis on completion of a part of not less than 10 (ten) percent of the total quantity (1) .
		17) Structural steel works	9.50%	Unit of Measurement is quintal. Payment shall be made on the completed quantity out of total quantity.
		18) Chairs in gallery	2.30%	Unit of Measurement is nos of chair installed. Payment shall be made on the completed quantity out of total quantity.
Sports Area	11.00	1) Construction of Foot Ball Field ➤ Preparation sub base, Base, Under Drainage System. ➤ Final layer and grass. ➤ Irrigation System including pumps, pipes & sprinkler ➤ Supply and fixing of fixtures such as goal post, line marking etc.	40.00% 16.00% 16.80% 5.20% 2.00%	Unit of measurement is Sqm. Payment of each stage shall be made on pro rata basis on completion of a part of not less than 10 (ten) percent of the total quantity.
		2) Construction of Athletic Track ➤ All works up to sub base including excavation, drainage etc. ➤ Water Mix Macadam ➤ Completion of bitumen layer (Bituminous & Semidense Bituminous) ➤ Completion of Synthetic Athletic Track ➤ Construction of Jumping Pits ➤ Supply of sports equipments and accessories	60.00% 6.60% 3.60% 9.00% 34.00% 0.30% 1.50%	Unit of measurement is linear length of completed track. Payment of each stage shall be made on pro rata basis on completion of a stage in a length of not less than 10 (ten) percent of the total length. Unit of measurement for jumping pit is as per

Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage	Mode of Measurement
		➤ After completion of athletic track in all respect	5.00%	nos completed. Unit of measurement is nos of equipments provided.
South Sitting Block	8.42	1) Completion of Foundation and Basement Slab	9.60%	Unit of measurement is Sqm. Payment of each stage shall be made on pro rata basis on completion of a part of not less than 10 (ten) percent of the total quantity.
		2) Completion of RCC structure works up to ground floor roof level	8.00%	
		3) Completion of RCC structure works up to 1st floor roof level	8.00%	
		4) Brick Work for Basement	5.40%	
		5) Brick work for ground floor	5.40%	
		6) Brick work for 1 st floor	5.40%	
		7) Plastering, finishing and painting including doors & windows works at Basement	5.40%	
		8) Plastering, finishing and painting including doors & windows works at ground floor	5.40%	
		9) Plastering, finishing and painting including doors & windows works at 1 st floor	5.40%	
		10) PH Works Supply of material Installation Testing & Commissioning	12.50% 7.50% 3.75% 1.25%	
		11) Electric Works Supply of material Installation Testing & Commissioning	6.20% 3.75% 1.87% 0.58%	
		12) Tensile Roofing	5.00%	Unit of measurement is Sqm. Payment of each stage shall be made on pro rata basis on completion of a part of not less than 10 (ten) percent of the total quantity.
		13) Structural steel works	9.50%	Unit of Measurement is quintal. Payment shall be made on the completed quantity out of total quantity.
		14) Chairs in gallery	2.30%	Unit of Measurement is nos of chair installed. Payment shall be made on the completed quantity out of total quantity.
North Block	8.42	1) Completion of Foundation and Basement Slab	9.60%	Unit of measurement is Sqm. Payment of each

Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage	Mode of Measurement
		2) Completion of RCC structure works up to ground floor roof level	8.00%	stage shall be made on pro rata basis on completion of a part of not less than 10 (ten) percent of the total quantity.
		3) Completion of RCC structure works up to 1st floor roof level	8.00%	
		4) Brick Work for basement	5.40%	
		5) Brick work for ground floor	5.40%	
		6) Brick work for 1 st floor	5.40%	
		7) Plastering, finishing and painting including doors & windows works at basement	5.40%	
		8) Plastering, finishing and painting including doors & windows works at ground floor	5.40%	
		9) Plastering, finishing and painting including doors & windows works at 1 st floor	5.40%	
		10) PH Works Supply of material Installation Testing & Commissioning	12.50% 7.50% 3.75% 1.25%	
		11) Electric Works Supply of material Installation Testing & Commissioning	6.20% 3.75% 1.87% 0.58%	
		12) Tensile Roofing	5.00%	Unit of measurement is Sqm. Payment of each stage shall be made on pro rata basis on completion of a part of not less than 10 (ten) percent of the total quantity.
		13) Structural steel works	9.50%	Unit of Measurement is quintal. Payment shall be made on the completed quantity out of total quantity.
		14) Chairs in gallery	2.30%	Unit of Measurement is nos of chair installed. Payment shall be made on the completed quantity out of total quantity.
Swim ming Pool	21.51	1) Completion of Foundation and basement slab	4.49%	Unit of measurement is Sqm. Payment of each stage shall be made on pro rata basis on completion of a part of not less than 10 (ten) percent of the total quantity.
		2) Completion of RCC structure works up to ground floor roof level	4.49%	
		3) Completion of RCC structure works up to 1st floor roof level	4.49%	
		4) Completion of RCC structure works up to 2nd floor roof level	4.49%	

Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage	Mode of Measurement
		5) Brick Work for Basement	1.02%	
		6) Brick work for ground floor	4.15%	
		7) Brick work for 1 st floor	4.15%	
		8) Brick work for 2 nd floor	4.15%	
		9) Plastering, finishing and painting including doors & windows works at Basement	1.02%	
		10) Plastering, finishing and painting including doors & windows works at ground floor	4.15%	
		11) Plastering, finishing and painting including doors & windows works at 1 st floor	4.15%	
		12) Plastering, finishing and painting including doors & windows works at 2nd floor	4.15%	
		13) PH Works Supply of material Installation Testing & Commissioning	9.60% 5.76% 2.88% 0.96%	
		14) Electric Works Supply of material Installation Testing & Commissioning	4.50% 2.70% 1.35% 0.45%	
		15) Polycarbonate roofing	1.60%	Unit of measurement is Sqm. Payment of each stage shall be made on pro rata basis on completion of a part of not less than 10 (ten) percent of the total quantity.
		16) Tensile roofing	7.50%	
		17) Structural steel works	11.30%	Unit of Measurement is quintal. Payment shall be made on the completed quantity out of total quantity.
		18) Chairs in gallery	0.60%	Unit of Measurement is nos of chair installed. Payment shall be made on the completed quantity out of total quantity.
		19) Racing Pool Electrical, Mechanical & Plumbing Works	6.40%	Will be paid at completion of activity
		20) Racing Equipment	2.90%	Will be paid at completion of activity
		21) UV System for Swimming Pool	1.80%	Will be paid at completion of activity
		22) Swimming Pool Civil Works	2.70%	Unit of measurement is Sqm area completed
		23) Porcelain Tile for Swimming pool	2.90%	Unit of measurement is Sqm area completed
		24) Olympic Petit Carre Profile Handle	1.10%	Unit of measurement is no of units installed

Standard Bid Documents of Redevelopment of Birsa Munda Stadium in Rourkela

Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage	Mode of Measurement
		25) Terrace Antislip Tile Beg color	1.50%	Unit of measurement is Sqm area completed
		26) Swimming Pool LED flood lighting	0.70%	Will be paid at completion of activity
Road works	0.72	(1) Completion of all works up to top of Sub grade (2) Granular work (sub-base, base, shoulders) (3) Wet Mix Macadam (4) Dense Bituminous Macadam (DBM) (5) Bituminous Concrete (6) Road markings, paintings, signages etc. after completion of work	1.80% 3.42% 5.15% 30.39% 20.55% 10.35%	Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in a length of not less than 10 (ten) percent of the total length
Lands caping work	0.95	(1) Grass Pavers	25.75%	Unit of measurement is sqm
		(2) Interlocking paver blocks (Colour: Terracotta)	9.29%	
		(3) STONE PAVING (Jodhpur Ita Gold Sandstone)	1.78%	
		(4) STONE PAVING (Leather finished Mint Sandstone)	26.83%	
		(5) STONE PAVING (Polished kota stone)	2.39%	Unit of measurement is sqm
		(6) Tree Plantation	1.66%	Unit of measurement is Nos
		(7) Planting of Shrubs	16.60%	Unit of measurement is Nos
		(8) Lawn	15.70%	Unit of measurement is sqm
Drainage	0.49	Drainage network	88%	Measurement will be made on total length of network completed out of total length.
		Ground water recharge structure	12%	Measurement will be made nos completed out of total nos.
External Water Supply	0.58	Pipe network including fittings, valves etc.	57%	Payment will be made on proprata basis for the length completed.
		Drilling and development of tube wells	4.6%	Payment will be made on proprata basis for the number of tube wells completed in all respect including piping, pump and electrical works.
		Water tank	8.00%	Payment will be made after completion of all works.
		Pump house	21.00%	Payment will be made after completion of all works.
		Pump, mechanical, piping & electrical works	9.30%	After completion of all works
ICT	2.24	Fire detection alarm system	11.62%	After completion of all

Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage	Mode of Measurement
				works
		PA System (all blocks)	58.83%	After completion of all works
		CCTV Camera	13.57%	After completion of all works
		Digital signage	10.57%	After completion of all works
		UPS & Battery	1.98%	After completion of all works
		OFC	3.42%	After completion of all works
Fire Fighting	0.80	Firefighting pump and network including fittings	70.00%	After completion of all works
		Under ground fire fighting water storage tank	16.00%	After completion of all works
		Fire fighting pump house	14.00%	After completion of all works
Stadium Electrical Works	10.23	Design, Supply, Installation, Testing and Commissioning of 11kV LBS at meter room and Electrical Substation comprising of CSS (1No HT breaker, Dry Type Transformer and 1No LT Breaker), 2Nos DG set with Synchronising panel and associated works complete in all respects as per scope of work.	18.03%	Payment will be as follows for each activities after completion in all respect; On Supply of material – 60% On Installation – 30% On testing & Commissioning – 10%
		11kV LBS at meter room	0.14%	Ex- for payment of CSS = Contract value x weightage of electrical works (10.23%) x weightage of CSS (3.45%) = value (y) For Supply 0.6y For installation 0.3y For testing & Commissioning 0.1y
		CSS	3.45%	
		DG Set	10.37%	
		Synchronising panel	2.11%	
		415V 3phase AL SANDWICHED BUS DUCTS	1.96%	
		Design, Supply, Installation, Testing and Commissioning of LT PCC panel for Hockey Stadium, Hall of Fame, Swimming Pool and APFC panel complete in all respect including but not limited to civil works as per SLD and scope of work.	5.00%	Payment will be as follows for each activities after completion in all respect; On Supply of material – 60% On Installation – 30% On testing & Commissioning – 10%
		LT Panel	2.12%	Ex- for payment of LT panel = Contract value x weightage of electrical works (10.23%) x weightage of LT panel (2.12%) = value (y)
		Main Panel-Foot ball stadium	1.18%	
		Main Panel-Swimming Pool	0.32%	
Main Panel- Hall of Fame	0.56%			
Capacitor Banks With Automatic Control Panels	0.82%			

Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage	Mode of Measurement
				For Supply 0.6y For installation 0.3y For testing & Commissioning 0.1y
		Design, Supply, laying, connecting, testing and commissioning of HT & LT cables required for the system complete in all respect including but not limited to cable terminations, cable trays, etc.	2.00%	Payment will be made on length of cable at following stages; On Supply of material – 60% On Installation – 30% On testing & Commissioning – 10%
		Design, Supply, Installation, testing & commissioning of requisite height Hot dip galvanised, polygonal high masts with fixed head frame/cross arms along with requisite no of minimum 2KW Metal Halide flood lighting fixtures & lamps & complete with all accessories to obtain an Lighting levels for CTV telecasted National level events. Flood light	65.00%	
		High Mast including bolts and other accessories	11.17%	Unit of measurement will be numbers and payment will be as follows: On Supply of material – 60% On Installation – 30% On testing & Commissioning – 10%
		Metal Halide Luminaries	29.50%	
		HMLDB Panel, Control Gear and other panels	9.00%	
		Cabling	7.28%	Payment will be made on length of cable at following stages; On Supply of material – 60% On Installation – 30% On testing & Commissioning – 10%

Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage	Mode of Measurement
		Design, Supply, Installation, Testing and Commissioning of External area lighting complete in all as per scope of work	3.50%	Unit of measurement will be numbers of light post completed in all respect and payment will be as follows: On Supply of material – 60% On Installation – 30% On testing & Commissioning – 10%
		Design, Supply, Installation, Testing and Commissioning of Earthing and Lightning Protection complete in all respect including but not limited to earth strip, pipe electrode, plate electrode, lightning arrestors,etc	1.00%	Payment will be made after completion of following activities in all respect and payment will be as follows: On Supply of material – 60% On Installation – 30% On testing & Commissioning – 10%
		Design, Supply, Installation, Testing and Commissioning of Safety and Fire Protection Equipments as per scope of work	0.14%	Payment will be made after completion of following activities in all respect and payment will be as follows: On Supply of material – 60% On Installation – 30% On testing & Commissioning – 10%
		Supply, Installation, Testing and Commissioning of Passenger Elevators without machine room and travel speed of 1.5m/s as indicated in the	5.36%	Unit of measurement will be numbers and payment will be as follows: On Supply of

Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage	Mode of Measurement
		specification complete in all respect including cabling, support, DB, control gear, etc. (Swimming pool-1 nos, Pavilion building-2 nos)		material – 60% On Installation – 30% On testing & Commissioning – 10%
HVA C	1.28	HVAC system at Swimming pool gallery building On Supply of Material On Installation On testing & Commissioning	23.30% 13.98% 7.00% 2.32%	After completion of all works
		HVAC system at central pavilion ground floor On Supply of Material On Installation On testing & Commissioning	43.70% 26.22% 13.11% 4.37%	After completion of all works
		HVAC system at central pavilion 2nd & 3rd floor On Supply of Material On Installation On testing & Commissioning	33.00% 19.80% 9.90% 3.30%	After completion of all works
MIS C Work s	0.86	Dismantling of Compound wall	5.00%	Payment will be made on prorata basis on length of compound wall.
		Dismantling of existing sitting gallery	2.00%	Payment will be made on prorata basis on area of sitting block.
		Construction of new Compound wall and gate	72.00%	Payment will be made on 93prorate basis on length of compound wall.
		Paver block for surface parking	13.00%	Payment will be made on 93prorate basis on area of surface parking.
		Guard room	8.00%	Payment will be made after completion of work in all respect.
Oper ation & Maint enan	8.00	1 st year	1.00%	Payment will be made on equal monthly basis
		2 nd year	1.25%	
		3 rd Year	1.50%	
		4 th Year	2.00%	
		5 th Year	2.25%	

Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage	Mode of Measurement
ce				

PROCEDURE FOR PAYMENT

The Bidder shall submit all bills to the Engineer who will process the bills for payment after due scrutiny of work actually completed including their quality aspects as per the latest NBC/BIS guidelines.

The selected bidder shall furnish their actually liability towards GST as applicable during the period of execution of various items as per the approved Govt notifications for consideration during payment.

However, in no case , the total cost of payment shall exceed the Lump Sum Contract Value for which the agreement is signed except change in scope , compensation or bonus etc. as admissible as per the Contract.

Detail Project/ Works Accounts will be kept by the Chief Financial Officer,RSCL ,who shall perform his duties as per rules of OPWD/OGFR Code. All bills furnished by the bidder shall be routed through the Chief Financial Officer. RSCL for payment.

SECTION 10
OTHER DOCUMENTS TO BE FURNISHED BY THE
BIDDER

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

(REFER CLAUSE 4.3.5)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the **(Redevelopment of Birsa Munda Stadium in Rourkela) on Turnkey Project** proposed or being developed by the **Rourkela Smart City Limited** through the **Chief Executive Officer**(the “Employer”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the **Turnkey Project** and undertakings consequent to acceptance of our bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the **Turnkey Project** with the Employer.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2018.

For

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Appendix I

Page 2

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

APPENDIX II

**FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF
JOINT VENTURE**

(Refer Clause 4.3.5)

Whereas the ROURKELA SMART CITY LIMITED through the **Chief Executive Officer, Odisha** (“the Employer”) has invited applications from interested parties for the **(Redevelopment of Birsa Munda Stadium in Rourkela)** on Turnkey Project (the “Project”).

Whereas,,, and
..... (collectively the “Joint Venture”) being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Standard Bidding Document (SBD) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s.
..... having our
registered office at, M/s. having
our registered office at
....., and having our registered office at
....., (hereinafter

collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S having its registered office at
....., being one of

the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Joint Venture and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Employer, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture’s bid for the Project and/ or upon award thereof till the EPC Contract is entered into with the Employer.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture.

Appendix II

Page 2

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2018

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Joint Venture)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

APPENDIX III
FORMAT FOR JOINT BIDDING AGREEMENT FOR JOINT VENTURE

(Refer Clause 4.3.6)
(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of
2018

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the "**First Part**") which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the "**Second Part**") which expression shall, unless repugnant to the context include its successors and permitted assigns)

WHEREAS,

- (A) THE **Rourkela Smart City Limited** represented through the **Chief Executive Officer**, and having its offices at Office of the Chief Executive Officer, Rourkela Smart City Limited, Udit Nagar-769012, Rourkela, Odisha (hereinafter referred to as the "**Employer**") which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the "**Applications**") by its Invitation for Bids (IFB) with Bid Identification No. dated (the "**SBD**") for qualification of bidders (**Redevelopment of Birsa Munda Stadium at Birsa Munda Stadium in Rourkela**) on Turnkey Project (the "**Project**") through a Turnkey Contract.
- (B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the Bid document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the Bid document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bid.

2. Joint Venture

- 2.1 The Parties do hereby irrevocably constitute a Joint Venture (the "**Joint Venture**") for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

Appendix III

Page 2

3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into an Turnkey Contract with the Employer for performing all its obligations as the Contractor in terms of the Turnkey Contract for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and until the Appointed Date under the Turnkey Contract;
- (b) Party of the Second Part shall be {the Member of the Joint Venture; and}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Bid and the Turnkey Contract, till such time as the completion of the Project is achieved under and in accordance with the Turnkey Contract.

6. Share of work in the Project

The Parties agree that the proportion of construction in the Turnkey Contract to be allocated

among the members shall be as follows:

First Party:

Second Party:

Further, the Lead Member shall itself undertake and perform at least 50 (Fifty) per cent of the total project if the Contract is allocated to the Joint Venture.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;

Appendix III
Page 3

- (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the "Defects Liability Period") is achieved under and in accordance with the Turnkey Contract, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Employer to the Bidder, as the case may be.

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of {India/ Odisha}.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer.

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Page 4

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.
3. Clause Deleted.

Appendix IV

Page 1

Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant/ Lead Member of Joint Venture)

Ref. Date:

To,

.....

Dear Sir,

We hereby confirm that we/ our members in the Joint Venture (constitution of which has been described in the application) satisfy the terms and conditions laid out in the Bidding document.

We have agreed that (insert member's name) will act as the

Lead Member of our Joint Venture.*

We have agreed that (insert individual's name) will act as our

representative/ will act as the representative of the Joint Venture on its behalf* and has been duly authorized to submit the Bidding Document.

Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf

of.....

**Please strike out whichever is not applicable.*

APPENDIX – V
BANK GUARANTEE FOR BID SECURITY
(Refer Clauses 16.1)

B.G. No.

Dated:

1. In consideration of you, *** **, having its office at *** **, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of and having its registered office at (and acting on behalf of its JV) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Redevelopment of Birsa Munda Stadium Project on [Turnkey] basis (hereinafter referred to as “the Project”) pursuant to the Bid Document dated issued in respect of the Project and other related

documents including without limitation the draft contract Agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request

of the Bidder, do hereby in terms of Clause 16.1 of the Bidding Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the Bidding Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. *** ** (Rupees *** ** only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. *** ** (Rupees *** ** only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180

(one hundred and eighty) days from the BID Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment
and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to **our branch at Rourkela ([address of Rourkela Branch])** and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim **& make the payment.**
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** crore (Rupees *** ** crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the BID Due Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms, its and authorised official.

(Signature of the Authorised Signatory)
(Official-Seal)

APPENDIX-VI

Power Point Presentation on Approach & Methodology of Birsa Munda Stadium

SL No	Parameter	Maximum Marks
1	Architectural Plan & Concept	
	a) Main Building	40 Marks
	b) South Sitting	
	c) North Sitting	
	d) Football Field	
	e) Athletic Track	
2	Services	40 Marks
	Information & Communication Technology	
	HVAC	
	Fire Fighting	
	Stadium Electrical Works	
	Water Supply & Plumbing	
	Road	
	Drainage & recharge	
	Landscaping	
3	Detailed project timelines Gantt Chart Schedule using relevant project management software Indicating milestone, mobilization Schedule of human resources and Equipment and Construction Schedule	20 Marks

APPENDIX-VII

MINIMUM DEVELOPMENT OBLIGATION
BLOCK COST ESTIMATE FOR BIRSA MUNDA STADIUM

SL No	ITEM	UNIT	Unit Quantity
A. Main Building & play area			
1	Ground Floor civil works	Plinth Area SFT	17705.45
2	First Floor	Plinth Area SFT	17705.45
3	Second Floor	Plinth Area SFT	17705.45
4	Third Floor	Plinth Area SFT	11654.62
5	Chairs in gallery	No	2401
6	Synthetic Track	lumsum	1
7	Tensile Roofing	SFT	17705.45
8	Structural steel	Qtl	1935
9	Rebound board	lumsum	1
10	play equipment	set	1
11	Foot ball field	Complete work	1
B. South seating			
1	Basement	Plinth Area SFT	10241.75
2	Ground Floor	Plinth Area SFT	10241.75
3	First Floor		
4	Tensile Roofing	SFT	10241.75
5	Structural steel	Qtl	2109
6	Chairs in gallery	No	1400
C. North seating			
1	Basement	Plinth Area SFT	10241.75

Standard Bid Documents of Redevelopment of Birsa Munda Stadium in Rourkela

SL No	Item	Unit	Quantity
2	Ground Floor	Plinth Area SFT	10241.75
3	Tensile Roofing	SFT	10241.86
4	Structural steel	Qtl	2109
5	Chairs in gallery	No	1400
D. Swimming Pool			
1	Basement Floor	Plinth Area SFT	4233.02
2	Ground Floor	Plinth Area SFT	30038.41
3	First Floor	Plinth Area SFT	7638.82
4	Second Floor	Plinth Area SFT	4233.02
5	Racing Pool (MEP works)	set	1
6	Racing Equipment	set	1
7	UV system for pool	set	1
8	Tensile roofing	SFT	24031
9	Roofing - polycarbonate sheet	SFT	6008
10	Chairs in gallery	No	493
11	Structural Steel in swimming pool	Quintal	2260
12	Swiming pool		
a	Civil Works	Sqm	1050.63
b	Porcelain Tile 245 mm x 120	Sqm	1400
c	Porcelain Tile 245 mm x 120 mm	Sqm	135
d	Olympic Petit Carre Profile Handle (Cobalt) 375 mm x 245 mm x 14 mm	Pics	430
e	Olympic Petit Carre Profile Handle internal (Cobalt) 375 mm x 245 mm x 14 mm	Pics	4

Standard Bid Documents of Redevelopment of Birsa Munda Stadium in Rourkela

f	Reilf Terrace Antislip Tile Beg color	Sqm	750
SI No	Item	Unit	Quantity
g	Design, Supply, Installation on the truss, Testing and Commissioning of Indoor Swimming Pool Area Lighting system as per National standard without telecasting complete in all respect as per the technical specifications including but not limited to LED sports fixtures, cabling, conduiting, DBs, gear boxes, necessary civil works for proper mounting structure for fixtures	L.S	Complete work
E.Road			
1	Construction flexible pavement of 6.0m width consisting of Sub grade, GSB, WMM, DBM & SDBC layers	Rm	835
F. Landscaping			
1	Grass Pavers (Precast paver block with 50% grass area) (Size: 450mmX450mmX80mm)	Sqm	900
2	INTERLOCKING PAVER BLOCKS (Colour: Terracotta) (60 mm THK)	SFT	8611.128
3	STONE PAVING (Jodhpur Ita Gold Sandstone) (Size: not exceeding 600mmX600mm)	Sqm	200
4	STONE PAVING (Leather finished Mint Sandstone) (Size: not exceeding 600mmX600mm)	Sqm	3015
5	STONE PAVING (Polished kota stone) (Size: varies)	Sqm	200
7	TREES		
a	Erythrina indica varigated	NO	9
b	Roystonea regia	NO	393
c	Terminalia arjuna	NO	50

Standard Bid Documents of Redevelopment of Birsa Munda Stadium in Rourkela

d	Lagerstroemia sp	NO	16
e	Plumeria Alba	NO	42
SI No	Item	Unit	Quantity
f	Mesua ferrea	NO	30
g	Bambusa vulgaris	NO	154
8	SHRUBS		
a	Verbena officinalis	No	4875
b	Golden Duranta	No	2588
c	Murraya paniculata	No	975
d	Asparagus meyerii	No	16500
e	Plumbago capensis blue	No	375
f	Zoysia japonica tinuifolia-carpet lawn	Sft	32280
G. Drainage			
1	200mm uPVC drainage network including inspection chambers	Rm	1150
2	Ground Water recharge pit	Nos	2
H. External Water Supply			
1	Pipe Network for both domestic and landscaping	Rm	2000
2	Drilling and development of tube well	Nos	2
3	Water Sump	Ltr	72000
4	Pump house	Sqm	80
5	Pumps	HP	15
6	Electrical work & piping works	L.S	Complete work
I. ICT (Information & Communication Technology)			
1	Fire detection alarm system	L.S	Complete work

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2	PA System (all blocks)	L.S	Complete work
3	CCTV Camera	L.S	Complete work
SI No	Item	Unit	Quantity
4	Digital signage	L.S	Complete work
5	UPS & Battery	L.S	Complete work
6	OFC & Deployment cost	L.S	Complete work
J. Fire Fighting			
1	Firefighting pump and network including fittings	L.S	Complete work
2	Under ground fire fighting water storage tank	Ltr	200000
3	Fire fighting pump house	Sqm	70
K. Stadium Electrical Works			
1	Design, Supply, Installation, Testing and Commissioning of 11kV LBS at meter room and Electrical Substation comprising of CSS (1No HT breaker, 1250kVA Dry Type Transformer and 1No LT Breaker), 2Nos of 625kVA DG set with Synchronising panel and associated works complete in all respects as per scope of work.		Complete work
2	Design, Supply, Installation, Testing and Commissioning of LT PCC panel for Hockey Stadium, Hall of Fame, Swimming Pool and APFC panel complete in all respect including but not limited to civil works as per SLD and scope of work.		Complete work
3	Design, Supply, laying, connecting, testing and commissioning of HT & LT cables required for the system complete in all respect including but not limited to cable terminations, cable trays, etc.		Complete work

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SI No	Item	Unit	Quantity
4	Design, Supply, Installation, testing & commissioning of requisite height Hot dip galvanised, polygonal high masts with fixed head frame/cross arms along with requisite no of minimum 2KW Metal Halide flood lighting fixtures & lamps & complete with all accessories to obtain an Lighting levels for CTV telecasted National level events. Flood light		Complete work
5	Design, Supply, Installation, Testing and Commissioning of External area lighting complete in all respect including but not limited to light fixtures, cabling, DBs, termination kits, etc as per scope of work		Complete work
6	Design, Supply, Installation, Testing and Commissioning of Earthing and Lightning Protection complete in all respect including but not limited to earth strip, pipe electrode, plate electrode, lightning arrestors (if required),etc		Complete work
8	Design, Supply, Installation, Testing and Commissioning of Safety and Fire Protection Equipments as per scope of work		Complete work
9	Supply, Installation, Testing and Commissioning of Passenger Elevators without machine room and travel speed of 1.5m/s as indicated in the specification complete in all respect including cabling, support, DB, control gear, etc. (Swimming pool-1 nos, Pavilion building-2 nos)		Complete work
L. HVAC			
1	HVAC system at Swimming pool gallery building		Complete work

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2	HVAC system at central pavilion ground floor		Complete work
3	HVAC system at central pavilion 2nd & 3rd floor		Complete work
L . Total HVAC			
M. MISC work			
1	Dismatating of existing compound wall (brick wall/RCC)	Cum	345
2	Construction new compound wall with GRC panneling as per drawings	Rm	900
3	Providing and fixing MS gate	Qtl	31.5
4	Paver block for surface parking	Sft	9684
5	Guard room (2 nos)	Sft	258.24

I /We certify that the work / equipment's offered above meet the Minimum Development Obligations as per the Technical Specification provided in Vol-II. If at the time of actual supply / execution of equipment / work, deviation from Minimum Development Obligations is noticed, the supply / execution of the said equipment / work shall be rejected by employer

**Signature of Authorised Signatory of Bidder/
Lead Member of Joint Venture/Consortium**