



भारत सरकार  
Government of India

जल शक्ति मंत्रालय  
Ministry of Jal Shakti

जल संसाधन, नदी विकास और गंगा संरक्षण विभाग

Department of WR, RD&GR

केन बेतवा लिंक परियोजना प्राधिकरण

Ken Betwa Link Project Authority



वसुधैव कुटुम्बकम्  
ONE EARTH • ONE FAMILY • ONE FUTURE


No: NWDA/CE(N)LKO/T-16/KBLPA/ 1681-1704

Date: 16.05.2023

**Sub: Minutes of 3<sup>rd</sup> Meeting of Technical Advisory Group of Ken Betwa Link Project Authority held on 04.05.2023 at New Delhi.**

3<sup>rd</sup> meeting of Technical Advisory Group of Ken Betwa Link Project Authority (TAG-KBLPA) under the Chairmanship of Shri D. P. Bhargava, Former Director, (Technical), NHPC, Faridabad was held on 04.05.2023 at CWC, Sewa Bhawan, New Delhi.

Minutes of Meeting duly approved by the Chairman, TAG is enclosed for kind information and further necessary action by all concerned.

  
(Shiva Prakash)  
16/05/2023  
ACEO (HQ/P), KBLPA

**To: All the Members of TAG of KBLPA**

1. Shri D. P. Bhargava, Former Director (Technical), NHPC, Faridabad
2. Shri Y. K. Handa, Former Chief Engineer, CWC
3. The Chief Engineer, Designs (NW&S), CWC, New Delhi
4. Sh. V. K. Niranjana, Former HoD & E-in-C, I&WRD, UP
5. The Director (CSMRS), New Delhi
6. The Director, Hydrology-Central, CWC, New Delhi
7. The Chief Engineer (Designs), WRD, Govt. of MP
8. The Chief Engineer (Designs), I&WRD, Govt. of UP
9. The Additional CEO (Head Works)/ (Canal), KBLPA

**Copy for kind information to: -**

1. The Additional Chief Secretary, WRD, Govt. of MP, Bhopal
2. The Member, D&R, CWC, New Delhi
3. The Principal Secretary, I&WRD, Govt. of UP, Lucknow
4. The Engineer-in-Chief, WRD, Govt. of MP, Bhopal
5. The Engineer-in-Chief & HOD, I&WRD, Govt. of UP, Lucknow

अतिरिक्त मुख्य कार्यकारी अधिकारी (मु0/यो0)

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**Special Invitee:-**

1. The Chief Executive Officer, KBLPA, New Delhi.
2. The Chief Engineer (Tender), WRD, Govt. of MP -
3. Shri P.K.Saxena (Ex. Commissioner, Indus, DoWR,RD&GR), Consultant, KBLPA, Bhopal
4. Shri Sanat Kumar, General Manager (Contract), NHPC, Faridabad
5. Shri O.P.Singh Kushwah, Expert Consultant, Water Resources Department, Govt. of MP. -

**Copy to the:-**

1. The Director (Finance), KBLPA, New Delhi
2. The Superintending Engineer, NWDA, Gwalior
3. The Executive Engineer, KBLPA, Jhansi
4. The Executive Engineer, KBLPA, Bhopal
5. The Executive Engineer, KBLPA, Chhatarpur
6. KBLPA Cell, New Delhi

## **Minutes of 3<sup>rd</sup> Meeting of Technical Advisory Group of Ken Betwa Link Project Authority held on 04.05.2023 at Sewa Bhawan, CWC, New Delhi**

The 3<sup>rd</sup> Meeting of Technical Advisory Group of Ken Betwa Link Project Authority was held on 04.05.2023 at Sewa Bhawan, CWC, New Delhi under the Chairmanship of Shri D. P. Bhargava, former Director (Technical), NHPC, Faridabad to discuss the various issues. The list of participants is attached at **Annexure-I**.

At the outset, the Chairman welcomed all the participants. Director General, NWDA/ CEO, KBLPA also warmly welcomed the Chairman of the TAG and all the members present in the meeting. CEO, KBLPA informed the Group that the modifications suggested in the previous meeting have been incorporated. He further informed that the review of hydrology was not needed and the design flood has been kept as earlier. He further added that the contractor shall be given a choice for the type of dam (Earthen dam/ Rockfill Dam). Chief Engineer Design (NW&S), CWC expressed his view that any change in type of Dam may be appraised by PAO, CWC as the cost shall be affected and so shall be the benefit-cost ratio.

CEO, KBLPA advised Sh. P. K. Saxena, Consultant, KBLPA for taking up the agenda of tender document modification and finalization.

Sh. P.K. Saxena, Consultant, KBLPA briefed the participants about the changes/modifications that has been done in the tender documents on the basis of the decisions taken in the 2<sup>nd</sup> meeting of the TAG. Thereafter the tender document was discussed in depth. The details of discussion carried out and points agreed are as under: -

### **ITB**

#### **1. Additions in Scope:**

- **Management, Operation and Maintenance** (MOM for 60 months after completion and further extendable for another 60 months (on mutually agreeable terms) including 60 months defect liability period.
- **Survey of Head Work and submergence** including transfer of entire data to computer system in different geo-referenced layer with digitization of village maps and super imposing the contours on village maps and marking of all permanent features and supplying the same in soft and hard copies.

- **Planning, designing and construction of Office and residential Building** including lighting, boundary wall, water supply, Sewage and Sanitary arrangement.
- **Time of completion** increased to 72 months.

The all four points above were agreed upon by the TAG members.

2. Further it was also suggested that after the tunnel, the construction of canal up to the first structure (i.e. Pukhra Nala) (around 200m of length) may also be included in the scope of work.

### **Qualification Requirement**

3. *“Not undergoing corporate insolvency resolution process”* was added in qualification requirement and the same was accepted.
4. **Under Para 3.1.1 and 3.1.2 of ITB**, the subheading may be renamed as “3.1.1 General Experience and 3.1.2. Specific experience” instead of similar works.
5. **For the works done by Indian companies outside India**, can be considered provided the certificates of work done (giving physical and financial details) issued by the clients are duly certified by the Indian Embassy/ Mission in the country where such work has been claimed to be done. The Acceptance of such certificates shall be a sole discretion of KBLPA. The same modification may be incorporated at all relevant clauses/ para in the ITB.
6. **Under para 3.1.1 (b) of ITB**, the financial experience conditions may include infrastructure project for wider participation and the same may be remodified to:
  - (i) Major components of three Water Resources/Hydropower/infrastructure projects with cost of executed works not less than INR 700 crore each OR
  - (ii) Major components of two Water Resources/Hydropower/infrastructure projects with cost of executed works not less than INR 1000 crore each OR
  - (iii) Major components of one Water Resources/Hydropower/infrastructure projects with cost of executed works not less than INR 1500 crore.

7. **Under Para 3.6 of ITB Bid Capacity**, in the formula for bid capacity the value of N taken as 6 as the time of completion was increased to 72 months.
8. **Under Para 3.7 B. I. of ITB Nature of Bidder**, under general experience of sub-contractors for Hydro-mechanical works (excluding TRCM), Chief Engineer, Design (NW&S), CWC suggested the gross quantity of 5000MT was already restrictive and therefore, single contract may be removed or the capacity be decreased. Therefore, it was decided to remove the condition of single contract.

The same was modified as *"The sub-contractor shall be required to have an experience as prime contractor or as partner in a JV or as a Sub-contractor approved by the employer of executing a gross quantity of at least 5000 MT of Hydro-mechanical components of work in water resources/ hydro-power projects."*

### **Project profile**

9. **Under Para 1.1** General Description of project, under main components, point (ii) the second sentence "The no. of spillways is required to be reviewed. (Discharge in m<sup>3</sup>/sec at all places)" may be deleted. The modified point(ii) shall be as under:-
  - ii. 27 number of spillways with gate size 16m x 18.5m for negotiating PMF (probable maximum flood) of 57,202 m<sup>3</sup>/s.
10. **Under Para 2.1.1** Daudhan Dam, "The post-grouting permeability should be less than 5 lugeons" may be modified as *"The post-grouting permeability should be less than 5 lugeons for which additional curtain grouting holes may have to be drilled at lesser spacing than 3m to achieve less than 5 lugeons permeability. The permeability shall be checked in the holes grouted and the middle of the two grouted holes"* in the third paragraph.
11. **Under Para 2.1.2.2** Non-Overflow section, the statement *"Foundation treatment for over flow and non-overflow shall be as per approved design and drawing"* may be added at the end.
12. **Under Para 2.1.2.5** Diversion Scheme, it was suggested that the diversion arrangements for Daudhan Dam are indicative and any other diversion scheme can be proposed by the contractor subject to approval of the KBLPA in consultation with CWC for negotiating diversion discharge of 30,794 cumecs.

The last line of para – "The diversion discharge of 1118 cumecs is to be considered for construction of concrete overflow portion of composite dam" may

be deleted. It was opined that the diversion scheme of the contractor shall be part of his technical evaluation.

**13. Under 7.0 Hydrology Chapter**, flow of 1117.6 m<sup>3</sup>/s calculated as 1-in-25-year flood in lean season may be mentioned.

**14. Elevations in Drawings**, Chairman, TAG suggested that the elevations in the drawings may be removed as the foundation level may differ from the one mentioned in the drawing. Chief Engineer, Design (NW&S), CWC opined that the drawings prepared for Tender document are indicative and the same is explicitly mentioned. He further added that the drawings are DPR drawings and therefore, the same need not to be changed.

Chairman, TAG then suggested that it may then be mentioned in the document and drawings at relevant paras that the foundation levels mentioned in Civil drawings are indicative/ tentative and that the contractor is advised to refer to the geological study report to ascertain the foundation levels of concrete dam.

#### **General Conditions of Contract**

**15. Under Para 9 Sufficiency of Bid**, it may be added that the foundation level of each block will be fixed and approved by the KBLPA in consultation with the representative of Geological Survey of India or any other expert appointed by KBLPA. Further, it may also be added that KBLPA, in general, shall not be responsible for the accuracy/ adequacy of the data/information mentioned in Project Profile and shall not be liable to pay on account of any variation.

**16. Under Para 46 Obligations of KBLPA**, in point 46.1 the requirement of additional land may be deleted.

#### **Special Conditions of Contract (Planning, Design and Engineering)**

**17. Under Para 6.1 Limitation**, it was suggested to allow the contractor for proposing any change in design or construction methodology but with conditions. It was also agreed that such changes may be examined and approved by KBLPA. Subsequently, the para was modified as *"The Contractor may propose to Engineer-in-Charge for approval a change in design and/or construction methodology that, in his opinion, may result in improved technical performance/ cost effectiveness or speedy execution of the works. Provided that on account of the proposed changes:*

- a) *The intended benefits as envisaged in Detail Project Report and that described in Owner's Requirements remain unaffected.*
- b) *The water supply requirement of Ken-Betwa link canal (from Upper Level Tunnel)*

and Ken Lower Branch Canal (Ken LBC) (from Lower Level Tunnel/PH-II) as envisaged in Detail Project Report and "KBLPAs Requirement-Civil works", Vol-III of this tender document remain unaffected.

- c) The overall structural stability of the components of the project remains unaffected.
- d) No additional payment beyond the amount as per contract agreement is claimed by the contractor

Such proposed changes may be examined by the KBLPA. However, the right to accept the proposal will vest with KBLPA which shall be under no obligation, whatsoever, to accept the proposal."

### **Special Conditions of Contract (Civil Works)**

- 18. Under Para 3.2 Payments for Civil Works and Contingencies**, in point number (i) "Order to Commence" may be replaced by "Letter of Award of Contract". Further under the same point "based on the detailed estimates prepared on the basis of approved design; drawings. The items of the estimate shall be suitably clubbed or grouped for assessment of value of work done" may be deleted and subsequently the point may be modified as *"Within 30 days of date of the Letter of the Award of Contract and signing of the Agreement, the Contractor shall submit to the KBLPA for approval, an estimated Bill of Quantities (BOQ) and envisaged component wise schedule of payment, based on his detailed assessment. The KBLPA and Contractor shall review and make any necessary adjustment or revisions. The whole process shall be completed within sixty (60) days from issue of Letter to the Award of the Contract."*
- 19.** Chairman, TAG-KBLPA advised to include the **point number 17 of Minutes of 2<sup>nd</sup> TAG** meeting under Para 3.2 Payments for Civil Works and Contingencies.
- 20. Under Para 3.2 Payments for Civil Works and Contingencies**, payments for substituted and extra (new) items, "and subject to the limits specified for the 'Activity' (to which the items belong to) under 'Regulation of Payment' in Appendix CW-2." May be deleted.
- 21. Under Para 5.1 Advance Payments**, it was suggested that for first instalment of 5% may be released after "signing of the Contract Agreement" instead of "commencement of Works" and approval of KBLPA of the detailed work programme submitted by the contractor.
- 22. Under Para 6.0 Contractor's Work programme**, the "within two months from Date of Order to Commence" may be replaced by *"Within two months of the signing of the Agreement"*.

**23. Under Para 12 Liquidated damages,** Chairman, TAG-KBLPA suggested that another **Para 12.1 for Idle charges** may be added. It shall include that if, after the mobilization of contractor at site, the work is substantially stopped for seven consecutive days, solely because of non-fulfilment of its obligation of KBLPA as listed in Para 46 of General Conditions of Contract, unless such event of default has occurred as a result of Force Majeure, the KBLPA shall be liable to pay to the contractor a compensation at the rate of 10 percent of average daily turnover for last ninety days for each day of delay. The average daily turnover shall be calculated as

$$\text{Average Daily turnover} = \frac{\text{Sum of accepted amounts of last three monthly bills (excluding the hinderance period)}}{90}$$

A provision for recording hinderance on daily basis (record register at site, jointly signed by the representatives of owner & contractor) may also be kept.

The meeting ended with vote of thanks to Chair and all the members present.

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**Annexure-I**

**3<sup>rd</sup> Meeting of Technical Advisory Group of KBLPA held on 04.05.2023**  
**List of Participants**

<b>S.N.</b>	<b>Name (Shri/Smt.)</b>	<b>Designation</b>	
1.	D.P. Bhargava	Former Director (Technical), NHPC	Chairman
2.	Anil Jain	CE, Designs (NW&S), CWC	Member
3.	Y.K. Handa	Ex. Chief Engineer, CWC	Member
4.	V.K. Niranjana	Ex. EIC & HOD, I&WRD, UP	Member
5.	Dr. R. Chitra	Director, CSMRS	Member
6.	G.P. Soni	CE (Designs), BODHI, WRD, MP	Member
7.	Sanjay Khanduja	CE Level-1 D&R, I&WRD, U.P	Member
8.	Goverdhan Prasad	Director, Hydrology (C), CWC	Member
<b>Special Invitee/ Other Members</b>			
1.	Bhopal Singh	DG, NWDA & CEO, KBLPA	
2.	Shiva Prakash	CE(N), NWDA & ACEO(HQ/P), KBLPA	VC
3.	Shishir Kushwaha,	C.E(Procurement) MPWRD Bhopal	
4.	Shri Sanat Kumar	GM (Contract), NHPC, Faridabad	VC
5.	Dr. Manish Gupta	Scientist 'E', CSMRS	
6.	Pradeep Kumar Saxena	Consultant, KBLPA, Bhopal	
7.	O.P. Singh Kushwah	Expert Consultant, MPWRD	
8.	N.P. Sahu	SE, NWDA, Gwalior (I/C)	
9.	Ashish Singh Kushwaha	EE, KBLPA, Jhansi	
10.	Deepti Verma	Deputy Director, NWDA, Lucknow	
11.	Ekta Sharma	Liaison Officer, M.P WRD	