



WATCO
OFFICE OF THE GENERAL MANAGER,
WATCO Division, Cuttack, Odisha, India

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**DETAILED TENDER CALL NOTICE (DTCN)
FOR**

**ANNUAL OPERATION AND MAINTENANCE OF 6 MLD WTP
EXCLUDING FUEL ENERGY CHARGES, CHEMICAL AND MAJOR
SPARE PARTS AT JAGATPUR WARD NO.48 AT CMC, CUTTACK**

ESTIMATED COST: **Rs. 54.63 LAKH**

Bid Identification No. GMWATCO (W)-03 / 2023-24 Dt.20.05.2023

**COST OF TENDER PAPER:10,000/- + GST @ 18%
(Rupees Ten Thousand plus eighteen percent GST)only**

MAY-2023

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SECTION-1

OFFICE OF THE GENERAL MANAGER,
WATCO Division, Cuttack, Odisha, India

E-mail – gmwatcoctc@gmail.com

NOTICE INVITING TENDER (NIT) FOR THE WORK

“Annual operation and maintenance of 6 MLD WTP excluding Fuel Energy charges, Chemical and Major spare parts at Jagatpur Ward No.48 at CMC, Cuttack.”

NATIONAL COMPETITIVE BIDDING THROUGH e-Procurement

Bid Identification No. GMWATCO (W)-03 / 2023-24 Dt.20.05.2023

The **General Manager, WATCO Division, Cuttack** on behalf of Governor of Odisha invites **Percentage Rate Bids** through **e-Procurement** in conformity with the terms and conditions of the Detailed Tender Call Notice (DTCN) in Two Bid system (Part-I: General & Technical Bid and Part-II: Price Bid) from **Registered Firms/ Companies/Appropriate Class of Contractors i.e (B)** registered with the Odisha State Government and Contractors of equivalent grade/class registered with Central Government/ any other State Government/ MES/ Railways having experience and expertise in Operation & Maintenance of either a water treatment plant or Sewerage treatment Plant and fulfilling minimum eligibility criteria as stated here under and other detailed qualifying requirements given in the DTCN to be eventually drawn up in the **Standard P1 Contract Form of Odisha PWD**. The bid should be submitted on-line in the website www.tendersodisha.gov.in by eligible class of contractors. The bidders should have the necessary Portal Enrolment (with his own Digital Signature Certificate). Contractors registered elsewhere but not registered with Government of Odisha can also participate in the e-procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of work / signing of the Agreement as per prevalent registration norms of the State.

Sl. No.	Name of the work	Value of Work (Rs. in Lakh)	Bid Security (EMD) (Rs. in Lakh) (Online)	Period of Completion	Cost of Bid Document + GST @ 18% (in Rs.) (Online)
1	2	3	4	4	5
1	Annual operation and maintenance of 6 MLD WTP excluding Fuel Energy charges, Chemical and Major spare parts at Jagatpur Ward No.48 at CMC, Cuttack	54.63	0.55	12 (Twelve) Months	11800/-

2. Mode of Submission of tender: Tender should be submitted online in www.tendersodisha.gov.in.

3. The bidders desirous to participate in bidding must possess compatible Digital Signature Certificate of Class-II or Class-III and should follow the changes/ modifications/ addendum to DTCN if any.
4. The original documents i.e., Affidavits, Undertakings & Certificates as per the Schedules and Annexure of DTCN that have been uploaded by the bidder in the e-tender website should be submitted for verification during evaluation. The Technical Bid will be opened on **Dt.30.05.2023 at 12.30 PM.**
5. **Critical Dates:-**

SN	Description	Critical Dates
(i)	Period of availability of tenders on-line :	From 11.00 AM of Dt.22.05.2023 to 5.00 PM of Dt.29.05.2023
(ii)	Last date & time of bidding on-line :	5.00 PM of Dt. 29.05.2023
(iii)	Date & time of opening of Technical Bid :	12.30 PM of Dt. 30.05.2023

6 **Minimum Eligibility Criteria :-**

- i) **The Registered Firms/ Companies/ Registered Contractors should have under taken & successfully Completed Works in Govt./PSU sectors of similar type that the bidder must have past experience of operation maintenance of a Water Treatment Plant minimum 5 MLD capacity. In the last 5 years the bidder should have done at least One year Operation & Maintenance of Water Treatment Plant. Moreover experience in Automation Work for Operation is required & Performance Certificate for Operation & Maintenance of Automation Work is mandatory.** The firm shall have to submit the performance certificate of above mentioned work under taken by him for satisfactory performance from appropriate authority i.e., not below the rank of Executive Engineer /equivalent.
- ii) The Firms/Companies/Registered Contractors should have annual financial turnover of not less than **Rs.21.85 Lakh (40% of the estimated cost)** in any one year in civil **Construction Works** during last 5 (five) years and the turnover need to be certified by Chartered Accountant. Weightage @ 10% per year shall be given on the annual turnover of the preceding years.

7. **Escalation Factor (On Compound basis):**

Following enhancement/compounding factors will be used for the costs of works executed and the financial figures to a common base value.

<u>Year before</u>	<u>Multipling factor</u>
One	1.10
Two	1.21
Three	1.33
Four	1.46
Five	1.61

8. To arrive at the value of completed works, Value of multiple contracts executed in a financial year shall be considered. For this purpose, the Completion certificates given by the authorities for any one financial year shall be considered. In case value of works executed in any one financial year is not available in the Certificates, the same shall be calculated on a pro-rata basis, considering that the total completed value and the time schedule in days.
9. The Bidder should have not been black listed by any Govt./ Govt. Undertaking on the bid opening date. **Self-declaration certificate** by Bidder in the form of Affidavit is to be submitted.
10. The bid for the work shall remain valid for a period of **120 (One Hundred Twenty) days from the date of opening of Price Bid**. If any Bidder/ Tenderer withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited.
11. Bids from Consortium/ Unincorporated Joint Venture is not acceptable.
12. Other details can be seen in the bidding documents, which is available in website **www.tendersorissa.gov.in**.
13. All amendments, time extension etc. will be uploaded in the website only. Bidders should regularly visit the above website to keep themselves updated.
14. Authority reserves the right to reject any or all the tenders without assigning any reasons thereof.
15. **Name and Address of the Officer Inviting Bids**
OFFICE OF THE General Manager, WATCO
Division, Cuttack,-753003,
Odisha, India
Telephone: - 06712547115
E-mail – gmwatcoctc@gmail.com

**GENERAL MANAGER,
WATCO DIVISION, CUTTACK.**

CONTRACT DATA

A. GENERAL INFORMATIONS

SN	Item	Details
1	Bid Identification No.	GMWATCO (W)-03 / 2023-24 Dt.20.05.2023
2	Name of the Work	Annual operation and maintenance of 6 MLD WTP excluding Fuel Energy charges, Chemical and Major spare parts at Jagatpur Ward No.48 at CMC, Cuttack
3	Officer inviting tender	General Manager, WATCO Division, Cuttack
4	Accepting Authority	General Manager, WATCO Division, Cuttack
5	Estimated Cost	54.63 Lakhs

B. BID INFORMATION

6	Intended completion period/Time period assigned for Completion	1 Year												
7	Last Date & time of submission of Bid	5.00 PM of Dt.29.05.2023												
8	Cost of Bid Document (To be Remitted Online)	Rs.10000.00 + 18% GST												
9	Bid Security (EMD)	Bid Security declaration in lieu of Bid Security												
10	Additional Performance Security													
		<table border="1"> <thead> <tr> <th>Sl No.</th> <th>Differential Cost i.e., Estimated Cost put to tender minus the Quoted Amount</th> <th>Additional Performance Security to be deposited by the Successful bidder</th> </tr> </thead> <tbody> <tr> <td>i</td> <td>Below 5%</td> <td>No Additional Performance Security</td> </tr> <tr> <td>ii</td> <td>From 5% and above and below 10%</td> <td>50% of (difference between estimated cost put to tender and Bid Amount)</td> </tr> <tr> <td>iii</td> <td>From 10% and above</td> <td>150% of (difference between estimated cost put to tender and Bid Amount)</td> </tr> </tbody> </table> <p>As per amendment Circular No.4559/W, Bhubaneswar Dt.05.04.2021 of Govt. of Odisha Works Department.</p>	Sl No.	Differential Cost i.e., Estimated Cost put to tender minus the Quoted Amount	Additional Performance Security to be deposited by the Successful bidder	i	Below 5%	No Additional Performance Security	ii	From 5% and above and below 10%	50% of (difference between estimated cost put to tender and Bid Amount)	iii	From 10% and above	150% of (difference between estimated cost put to tender and Bid Amount)
Sl No.	Differential Cost i.e., Estimated Cost put to tender minus the Quoted Amount	Additional Performance Security to be deposited by the Successful bidder												
i	Below 5%	No Additional Performance Security												
ii	From 5% and above and below 10%	50% of (difference between estimated cost put to tender and Bid Amount)												
iii	From 10% and above	150% of (difference between estimated cost put to tender and Bid Amount)												
ii)	Pledged in favour of	General Manager, WATCO Division, Cuttack												
iii)	Payable at	Cuttack												
iv)	Type of Instrument	As specified in the Bid document												
11	The Financial years of last five years	2018-19 to 2022-2023												
12	Bid validity period	120 days from the date of opening of Price Bid												
13	Currency of Contract	Indian Rupees												
14	Language of Contract	English												
C. Agreement Information														
15	Execution of agreement	The successful bidder is to execute the agreement with General Manager, WATCO Division, Cuttack representing COO, WATCO, Bhubaneswar.												

SECTION- 2(A)**DETAILS OF THE DOCUMENTS TO BE FURNISHED
FOR ONLINE BIDDING**

(a) Scanned copies of the following documents to be up-loaded in appropriate place in PDF format in the website **www.tendersorissa.gov.in**

- i. Remittance of Cost of Bid Document (Online).
- ii. Remittance of Bid Security (EMD) (Online).
- iii. GST Registration Certificate / GSTIN
- iv. Application-Bid Document;
- v. Attested copy of registration of agency;
- vi. Certified copy of the statement of bank account of agency for the last three years;
- vii. Attested copy of PAN / GIR Card;
- viii. Attested copy of the latest IT return filled by agency;
- ix. Attested copy of the Service Tax registration certificate;
- x. Attested copy of the P.F. registration letter / certificate;
- xi. Attested copy of the E.S.I. registration letter / certificate
- xii. Certified documents in support of the Financial turnover of the agency;
- xiii. Certified documents in support of entries in Schedule-A
- xiv. Any other relevant required document, if any.

(b) Scanned Copies of the Certificates / Formats showing details of information to be furnished as per the enclosed formats should be uploaded in appropriate place after converting the same to PDF.

- Schedule A - Application
Schedule B - Financial statement
Schedule C - Declaration.
Schedule D - Affidavit.
Schedule E - Any other information.
Schedule F - Form of Bank Guarantee

(The details of the Format is enclosed in the DTCN)

- (c) Uploaded documents of valid successful bidders will be verified with the original before acceptance of offer.
- (d) DTCN is not to be uploaded by the bidder. The bidder has to only agree / disagree on the conditions in the DTCN. The bidders, who disagree on the conditions of DTCN, cannot participate in the tender.
- (e) Cost of Bid Document & Declaration form for Bid security (EMD) will be submitted on online mode by the Bidder, failing which the bidder will be disqualified.

SECTION- 2(B)
INSTRUCTIONS TO BIDDERS
A. GENERAL

1. **Definitions:**

- a) "Employer" means the **WATCO, BHUBANESWAR** a Government of Odisha owned company represented by the **General Manager, WATCO Division, Cuttack** or his authorized representative with whom the selected Bidder signs the contract for the services.
- b) "Bidder" / Bidder / Supplier / Firm / Engineering Firm / Company carry the same meaning throughout the DTCN and Contract.
- c) "Contract" means the contract / agreement signed by the parties along with all attached documents listed in the DTCN (Tender Document Part-I & II).
- d) "Data Sheet" means such part of the Instructions to Bidder as are used to reflect assignment conditions and evaluation of the bid.
- e) "Day" means a calendar day.
- f) "Government" means the Government of Odisha.
- g) "Instructions to Bidders (Section-2(B) of the Part-I of DTCN) means the document which provides all information needed to prepare their proposals.
- h) "TCN" (Section-1 of the DTCN) means the Letter of Invitation being sent by the Employer.
- i) "Personnel" means professionals and support staff provided by the Bidder and assigned to perform the services in full or in any part thereof.
- j) "Proposal" means the Technical Proposal and the Financial Proposal (Tender Document).
- k) "DTCN" means the Detailed Tender Call Notice prepared by the Employer for the selection of bidder which includes Part-I & II.
- l) "Govt"., means Govt. of Odisha or Govt. of India as the case may be.

2. **Introduction / Selection Procedure:**

The Employer named in the Data Sheet will select a contract firm to execute the work as described in the scope of work and in the Data sheet.

The bidder shall bear all costs associated with the outsourcing of services on **Percentage Rate Basis as per BoQ**. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to contract award without thereby incurring any liability to the Bidder.

3. **Location of the Project:**

The place of action is at **Jagatpur** of **Cuttack** District in the **State of Odisha**.

4. **Source of Funding:**

The work will be funded by **WATCO**.

5. **Eligibility:**

5.1. A Bidder shall be deemed to have the nationality of India.

5.2. Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.

6. **History of Litigation and Criminal Record:**

If any criminal cases are pending against the Bidder (him/her/partners) at the time of submitting the tender, then the tender shall be summarily rejected.

7. The service provider has to furnish a declaration that no near relatives are working in the cadre of an Assistant Engineer / Assistant Managing Director and above in the Organisation of Public Health Engineering Organisation (WATCO) of State of Odisha.

8. **Other Requirements:**

8.1. The tender shall also be summarily rejected if he has a record of performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure.

8.2. In addition to the above, even while executing the work, if it is found that he produced false / fake, certificates in his tender, he will be blacklisted.

9. **Original Certificates:**

Original documents/certificates shall be produced as and when required to verify the copies of statements and other information furnished along with tender. Failure to produce original documents in time will lead to disqualification.

10. **Cost of Tendering:**

The Bidder shall bear all expenses associated with the preparation and submission of his tender. **Chief Operating Officer, WATCO, Bhubaneswar** shall in no case be responsible or liable for reimbursement of such expenses.

11. **Site Visit:**

The bidder is advised to visit and examine the water treatment plant site etc. at Jagatpur, **Cuttack** and its surroundings and obtain for himself all information that may be necessary for preparing for quoting rates at his cost and responsibility.

B. TENDER DOCUMENTS

12. **Tender Documents:**

12.1. A set of Tender Documents comprising of the General & Technical Bid and the Price Bid includes the following together with all Addenda thereto, which may be issued in accordance with **Clause 2(B)13 and Clause 2(B)14**.

Section	Description
DTCN Part – I: General & Technical- Bid	
Section-1	Notice Inviting Tender
Section-2(A)	Details of the Documents to be Furnished for Online Bidding
Section-2(B)	Instructions to Bidders
Section-2(C)	Data Sheet
Section-2(D)	Letter for Submission of Tender
Section-2(E)	Tender Declaration
Section-2(F)	Letter of Acceptance of Tender
Section-2(G)	Memorandum
Section-3	Information regarding Tenderer
Section-4	Declaration by the Tenderer / Affidavit
Section-5	Form of Agreement
Section-6	Special Conditions of Contract
Section-7	Scope of Work
Section-8	Technical Requirements
Section-9	Terms and Conditions of the Agreement
Schedule-A to G	Formats for furnishing Information by the Bidder
Appendix - I	Executive Instruction regarding calling for and acceptance of tenders in e-Procurement in Govt. of Odisha
Appendix - II	Procedure for Electronic Receipt, Accounting and Reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids
DTCN Part – II: Bill of Quantity	

12.2. The Contractor is expected to examine carefully all instructions, terms of reference, tender conditions, forms, appendices to tender, addenda in the tender documents. Failure to comply with the requirements of tender submission will be at the contractor's own risk.

13. Deleted

14. **Amendment of Tender Documents:**

14.1. At any time prior to the dead line for submission of tenders, **General Manager, WATCO Division, Cuttack** may for any reason, whether at its own initiative, modify the tender documents by issuing an Addendum.

14.2. Such addenda will be notifying in the website and will be binding upon them.

14.3. In order to afford prospective Contractor reasonable time to take such addenda into account in preparing their tenders, **General Manager, WATCO Division, Cuttack** at his discretion, may extend the dead line for the submission of tenders, if necessary.

C. PREPARATION OF TENDER DOCUMENT

15. **Language of the Documents:**

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

16. **Documents Comprising the Tender:**

- (a) General & Technical Bid (Part-I of Tender Document)
- (b) Price Bid (Part-II of Tender Document)
- (c) All documents stipulated elsewhere in the DTCN.

17. **Sufficiency of Tender:**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the services to be provided and of the prices quoted in the financial bid, which shall cover all his obligations under the contract and all matters and things necessary for the successful accomplishment of the work.

18. **Preparation of Proposal:**

18.1. The Proposal (see Section-2(B) Clause 1(J)) as well as all related correspondence exchanged by the employer & the Contractor shall be written in the language specified in the Data Sheet.

18.2. In preparing the proposal, the Contractor is expected to examine in detail the documents comprising the DTCN. Material deficiencies in providing the information requested may result in rejection of a proposal.

18.3. **Site Inspection by tenderer.**

The tenderer shall inspect the site at his own cost and shall satisfy himself with regard to the nature and extent of the work involved, the actual site conditions, existing facilities and shall collect any other information which may be required before submitting the tender. Any further data required during execution of the work / scheme shall be ascertained by the contractor at his own cost.

19. **Technical Proposal Format and Content:**

The Contractor should have sufficient man power to execute & complete the work within the time schedule. He should have sufficient financial background / work experience with specification in construction of water supply scheme / tools, plant, machinery and equipment required for execution of the work / free from litigation / have good working record of completion of the works in time. It may be noted that the contractor should satisfy the minimum eligible criteria for award of Contract. The Technical Proposal shall provide the information indicated in the following paragraphs (clause 2(B)19.1 to 2(B)19.9) using the attached Standard Forms. A page is considered to be one printed side of A4 or letter size paper.

19.1. The Contractor has to furnish the names of the professional staff to be deployed in the work with their qualification / experience in Scheduled-'A'.

- 19.2. A description of the approach, methodology and work plan for performing the assignment.
- 19.3. Bio-data of the professional staff furnished need be signed by the staff themselves or by their authorized representatives.
- 19.4. Annual financial turn over of the last **5 (Five)** years shall be Audited accounts of the firm/Contractor and certified by Chartered accountant and to be indicated in Schedule-B.
- 19.5. **GST Registration Certificate / GSTIN.**
- 19.6. Copy of PAN Card.
- 19.7. Copy of Contractor's Registration Certificate.
- 19.8. General Power of Attorney if required in favour of the authorised signatory.
- 19.9. Other information as required.
- 19.10 The Technical Bid shall not include any financial information related to the Price Bid. **Technical Bid containing financial information related to the Price Bid shall be declared non responsive.**
20. **The Financial Proposal:**
- 20.1. The Contractor shall quote his rates on prescribed form of the Bill of Quantities (BoQ) already supplied in the Tender.
- 20.2. The offer shall be inclusive of all costs associated with the assignment including cost of all materials to be utilized in the work, cost of T&P, consumables, infrastructure backup etc. The offer shall also be inclusive of all duties, levies, taxes of the Central and State Govt. Further it shall also include all other expenses incidental thereto for successful accomplishment of the assignment in conformity with the DTCN.
- 20.3. The contractor should make realistic assessment of the exhaustive nature of work and the extent of expert technical and managerial inputs and resources required to carry out the work diligently to complete the work within the stipulated time and quote their offer accordingly.
- 20.4. The rate quoted by the firm shall be firm.
21. **Tender Validity:**
- 21.1. The proposal must remain valid for **120 (One Hundred Twenty) days** from the date of opening of price bid.
- 21.2. A Contractor agreeing to the request of extending the validity period of the proposal will not be required or permitted to modify his tender, but will be required to extend the validity of his EMD.

22. **Authorisation, Corrections, Erasures etc. in Tender Papers:**

22.1. The tender document shall be digitally signed by a person duly authorized to do so. Proof of authorization shall be furnished in the form of a certified copy of Power of Attorney, which shall accompany the tender.

22.2. The completed tender shall be submitted without any alterations, inter-relations or erasures except those which accord with instructions given by the **General Manager, WATCO Division, Cuttack**

22.3. Only one tender shall be submitted by a contractor. Submission of bids through e-Procurement portal the system shall consider only the last bids submitted through portal.

23. **Earnest Money Deposit / ISD / SD / Additional Perform Security & GST:**

23.1. **Earnest Money Deposit:**

The Earnest Money Deposit (EMD) of **Rs.0.55 lakh shall be remitted on online mode.** Tenders without EMD or with Part EMD or EMD in any other form shall not be accepted and such tenders shall be out rightly rejected.

23.2. **Return of EMD:**

The Bank will remit the **Earnest Money Deposit on submission/cancellation of bids** to respective bidder's accounts as per direction received from TIA through e-procurement system. (as per the Appendix-II of DTCN).

The earnest money given by other **one parties (L₂)** except one whose tender is accepted shall also be refunded within 15 (Fifteen) days of the acceptance of the tender (as per the Appendix-II of DTCN).

EMD shall also be returned to the unsuccessful bidders of General & Technical Bid (Part-I of tender documents) after finalisation of its evaluation (as per the Appendix-II of DTCN).

23.3. **Initial Security Deposit:**

The successful Tenderers, after receipt of formal order shall have to furnish Initial Security Deposit (ISD) **equal to 2% (two percent) of the accepted value of the tender in shape of NSC/Postal Saving Pass Book /Post Office Time Deposit /Kishan Vikash Patra/Deposit Receipt in Schedule Bank duly pledged in favour of the General Manager, WATCO Division, Cuttack** payable at **Cuttack** within 7(seven) days of receipt of intimation failing which their tender shall be cancelled with the forfeiture of EMD.

23.4. **Additional Performance Security:**

Sl No.	Differential Cost i.e., Estimated Cost put to tender minus the Quoted Amount	Additional Performance Security to be deposited by the Successful bidder

i	Below 5%	No Additional Performance Security
ii	From 5% and above and below 10%	50% of (difference between estimated cost put to tender and Bid Amount)
iii	From 10% and above	150% of (difference between estimated cost put to tender and Bid Amount)
As per amendment Circular No.4559/W, Bhubaneswar dt. 05.04.2021 of Govt. of Odisha Works Department.		

23.5. GST Registration Certificate / GSTIN:

Tenderers are required to submit attested copies of valid **GST Registration Certificate / GSTIN**.

23.6. Security Deposit

In addition to that **3% of gross value** will be deducted from bill(s) of the contractor toward **Security Deposit (SD)** which will be refunded after the defect liability period subject to payment of final bill.

23.7. The EMD shall be forfeited, if, (a) a contractor withdraws the tender during the validity period of tender or (b) if the firm fail to furnish ISD within due time or (c) the successful tenderer fails to sign the Agreement for whatever reason.

23.8. In consideration of the **General Manager, WATCO Division, Cuttack** to investigate and to take into account each tender and in consideration of the work thereby involved, all earnest money deposited by the tenderer will be forfeited in the event of such tenderer either modifying or withdrawing his tender at his instance within the validity period.

24. Signing of Tenders / Bid

All tender documents will be signed digitally with Digital Signature Certificate (DSC). The online bidder shall digitally sign on all statements, documents, certificates, uploaded by him, owing responsibility for their correctness / authenticity as per IT Act 2000. If any of the information furnished by the bidder is found to be false / fabricated/ bogus, his EMD / Bid security shall stand forfeited and the bidder is liable to be blacklisted.

24.1. If the tender is made by an individual, it shall be signed with his own Digital Signature Certificate (DSC).

24.2. If the tender is made by a corporation / company, it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his

authorization. Such a corporation / company may be required before the contract is executed, to furnish evidence of its corporate existence.

The tender shall contain no alterations or additions, except those to comply with instructions issued by the Tender Inviting Officer, or as necessary to correct errors made by the Tenderer, in which case all such corrections shall be digitally signed.

24.3. No alteration made by the tenderer in the contract form, the conditions of the contract, statements / formats accompanying the tender shall be recognized and in case of any alterations made by the tenderer, the tender will be void.

24.3.1. All documents furnished by the contractor along with the tender are to be digitally signed by the bidder.

D. SUBMISSION OF TENDERS

25 In view of adoption of e-procurement process pursuant to Government of Odisha in Works Department Office Memorandum No. FA-R-3/08-4657/W dated 12.03.08, 4666/W dated 12.03.2008, 1027/W Dt.24.01.2009 & 7885/W dated 23.07.2013 following changes/ modification/ addendum shall be effected.

25.1. **Bid Documents:**

Bid documents consisting of technical bid & price bid shall be provided in the portal. Submission of bids will be through the e-Procurement portal. The bidders shall prepare the documents & up load the scanned document to the portal in appropriate place in PDF format.

26.2. **Documents Comprising the Bids:5**

In case of submission of Bids through the e-Procurement Portal, the bidder can submit the scanned copy of the documents in the designated locations of Technical Bid and Financial Bid. Submission of document shall be effected by using Digital Signature Certificate (DSC) of appropriate class and thus shall be in encrypted form.

25.3. **Bid Price:**

In case of submission of Bids through the e-Procurement Portal, **an intelligent Bill of Quantity in Microsoft Excel format** shall be made available to the bidder. The bidder shall download that particular Excel sheet and fill in rates in figures at the appropriate location. The line item total in words and the total amount in case of item rate tenders shall be calculated automatically and shall be visible to the bidder. In case of percentage tender, the bidder will only fill in the designated cell and activate "less" or "excess" to indicate whether his price offer is how much excess or less than the estimate amount. The contractor will write percentage excess or less up to one decimal point only. The bidder is not supposed to change or modify the format of the excel sheet in any form.

25.4. **Bid Security/EMD:**

- (i) The bidder shall remit bid security for the amount shown in Col. 4 of the table of Notice Inviting Tender (NIT) **on online mode.**
- (ii) The EMD will be forfeited in any of the following case.
 - a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity.
 - b) If the Bidder does not accept the correction of the Bid Price.
 - c) In the case of a successful Bidder, If the Bidder fails within the specified time limit to
 - i) Sign the Agreement / contract or
 - ii) Furnish the required ISD and Performance Security.
 - d) In case of submission of Bids through the e-Procurement Portal, if any of the statements, documents, and certificates up loaded by the bidder is found to be false/ fabricated/ bogus, the bidder will be blacklisted and his EMD/ Bid Security shall be forfeited.

25.5. **Submission of Bid:**

In case of submission of bids through e-Procurement portal the bidder shall upload the scanned copy/copies of documents as required as per DTCN. The on line bidder shall have to produce the original documents in support of scanned copies & statements up-loaded in the portal on demand by the employer prior to award of contract-failing which action as per DTCN will be initiated.

In case of submission of Bids through the e-Procurement Portal, the bidder shall only submit single copy of the document. He is required to check the documents uploaded with the requirement asked for in the bid. Only after satisfying that all the documents have been uploaded, he should activate submit button. His bids shall not be considered responsive and action as per relevant clause shall be taken if he does not provide the required documents or provided illegible document. Clarity of the document may be ensured by taking out a sample printing.

25.6. **Late Bids:**

In case of submission of Bids through the e-Procurement Portal, the system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the portal time displayed in the system shall be the time to be followed by the bidder.

26. **Modification & Withdrawal of Bid:**

In case of submission of Bids through the e-Procurement Portal, it is allowed to modify the bid. 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. If the bidder fails to submit his modified bids with in the designated time of receipt, the bids already in the system shall be taken for evaluation.

In case of submission of Bids through the e-Procurement Portal, withdrawal of bid is allowed. The bidder has to click on the "withdraw" button and record the necessary justification for the same in the space provided. In addition to this, he has to write a letter addressed to the Officer inviting the bid and up load the scanned document to portal in respective bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

27. **Bid Opening:**

In case of submission of Bids through the e-Procurement Portal, the bidders who participated in the online bidding can witness opening of the bid from any system logging on to the portal away from opening place. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid.

28. **Award of Work:**

In case of submission of Bids through the e-Procurement Portal, the system shall generate the Award of Contract letter and intimate the bidders in his e-mail.

E. TENDER OPENING AND EVALUATION

29. **Tender Opening:**

29.1 The **General Manager, WATCO Division, Cuttack** will open the tenders electronically on the date & time mentioned in the **Notice Inviting Tender (NIT)**.

29.2 (i) A tender shall be rejected if;

a) Price Bid is not enclosed.

b) Cost of tender document has not remitted online on submission of bid.

c) EMD as per Clause 2(B)23.1 has not remitted online on submission of bid.

29.3. Any such conditions shall be minuted and the price bid shall not be opened. The price bid shall be opened only for those bidders who qualify in the technical evaluation as described at **Clause – 2(B)33**. The date of opening of price bid shall be intimated by FAX/ E-mail/ Speed Post to the qualified bidder of technical evaluation.

29.4. The **General Manager, WATCO Division, Cuttack** may prepare, for his own record, minutes of the tender opening, including the tender opening summary which shall be posted in the portal.

30. **Determination of Responsiveness:**

30.1 Prior to the detailed evaluation of tenders, **General Manager, WATCO Division, Cuttack** will determine whether each tender has been submitted in the proper form and whether it is substantially responsive to the requirements of the tender documents. Tenders, which have not been submitted in the proper form, will be rejected.

30.2 Any tender which is not substantially responsive to the requirements of the tender documents will be rejected by the **General Manager, WATCO Division, Cuttack**.

Such a tender shall not be allowed subsequently to be made responsive by the contractor by correcting or withdrawing the non-conforming deviation(s) or reservation(s).

30.3 Conditional Tender shall not be accepted.

30.4 **Bid Capacity:** These stipulations shall apply to all works above **Rs.3.00 Crores**. Applicants who meet the minimum qualification criteria will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under:

Assessed Available Bid Capacity = (A*N*2-B), where

A = Maximum value of works executed in any one year during the last five years (updated to the current price level) rate of inflation may be taken as 10 percent per year (escalation factor) which will take in to account the completed as well as works in progress.

(‘A’ value corresponding to **Schedule-B**, shall be audited for five years by Regd. Chartered Accountant or competent financial organization/authority).

B = Value of current price level of the existing commitments and ongoing works to be completed during the next years (Period of completion of works for which bids are invited) and

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

Note:-

- (1) In case of a joint venture, the available bid capacity will be applied for each partner to extent of his proposed participation in the execution of the works.
- (2) The statement showing the value of existing commitments and ongoing 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 General Manager.
- (3) In case of non-disclosure/hiding of any existing commitment and ongoing works to mislead the tender inviting authority, if detected later, then the tender will be liable for rejection.**

Escalation Factor:

Following enhancement factors will be used for the costs of works executed and the financial figures to a common base value for works completed in India.

<u>Year before</u>	<u>Multiplying factor</u>
One	1.10
Two	1.21
Three	1.33
Four	1.46
Five	1.61

(Applicant should indicate actual figures of costs and amounts for the work executed by them without accounting for the above mentioned factors)

In case the financial figures and value of completed works are in foreign currency the above enhanced multiplying factors will not be applied. Instead, current market exchange rate (State Bank of India BC selling rate as on the last date of submission of the bid) will be applied for the purpose of conversion of amount in foreign currency into Indian rupees. (Works Deptt. OM No.FA-Codes-97/11-6300 Dt.16.06.2011.)

31. **Proposal Evaluation:**

- 31.1 From the time of the proposals are opened to the time, the contract is awarded, the contractor should not contact the client on any matter related to its Technical and/or Financial Proposal except any required in Clause-2(B)31.
- 31.2 Any effort by a bidder to influence the client in any form directly or indirectly during the examination, evaluation, ranking of proposals, and recommendation for award of the contract may result in the rejection of the contractor's proposal.
- 31.3 Evaluation of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

32 **Evaluation of Technical Proposals:**

- 32.1 The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the DTCN.
- 32.2 A Proposal shall be rejected at this stage if it does not respond to required aspects of the NIT / DTCN.
- 32.3 During technical evaluation, the tenderers should have to make a presentation on the similar nature of works as per eligibility criteria (commissioned & Functional work) before the Evaluation Committee ,if so desired by the Committee.

33 **Evaluation of Financial Proposals:**

- 33.1. After the technical evaluation is completed, the Employer shall inform in writing or by mail to the contractors, who have qualified in the General and Technical bid (Part-I of DTCN), the date, time and location for opening the Financial Proposals (Price Bids).
- 33.2. Financial Proposals of the bidders who qualified in technical evaluation shall be opened.
- 33.3. Financial bids determined to be substantially responsive will be checked by the employer for any arithmetic error(s).
- 33.4. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount or between words and figures, the amount in words will prevail.
- 33.5. If the bid price increases as a result of these corrections, the amount as stated in the bid will be the bid price and any increase will be treated as rebate. If the bid price decreases, the decreased amount will be treated as bid price.

33.6 **Selection of contractor on the basis of Price Bid:**

Other condition being equal, the contractor bidding the lowest price will be considered for acceptance by competent authority.

34. **Negotiations:**

- 34.1. Negotiations will be held if required with the lowest valid tenderer. In the event of the L₁ tenderer has furnished any condition which grossly affects the tender value / contains such conditions which make the value of the offer indefinite, he may be given an opportunity to withdraw such condition(s) to make the tender definite. Failure to withdraw such condition(s) may lead to rejection of the tender as in consistent / non responsive. In such case the employer may explore the possibility of considering the next valid tender as L₁.

F. AWARD OF CONTRACT

35. **Award Criteria:**

- 35.1. After acceptance of price bid of the tender by competent authority selected contractor will be intimated about such acceptance.
- 35.2. The contractor is expected to commence the work on the date and at the location specified in the Data Sheet.

36. **Right to Accept or Reject any or all Tenders:**

Notwithstanding Clause 2(B)35, the **General Manager, WATCO Division, Cuttack** reserves the right to accept or reject any tender, annul the tendering process, reject all tenders at any time or any stage prior to the award of contract without thereby incurring any liability to the affected bidders.

37. **Process to be Confidential:**

- 37.1. After the opening of tenders as per Clause 2(B)30 & 2(B)33, information relating to examination, evaluation and comparison of tenders and recommendations, concerning to the award of contract shall not be disclosed to the contractor or any other persons, officially not concerned with the process, until the award of the contract to the successful contractor has been announced.
- 37.2. Any effort by any contractor to influence the Department officials in scrutiny, evaluation and comparison of tenders, and in any decisions concerning award of a contract, may result in the rejection of their Tender.

38. **Notification of Award & signing of Agreement:**

- a) The Employer/ Engineer-in-charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This Letter of acceptance will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution & completion of the works by the contractor as prescribed by the contract & the amount of performance security and additional performance security required to be furnished. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

- b) The contractor after furnishing the required acceptable performance security and additional performance security, "Letter to Proceed" or "Work Order" shall be issued by the Engineer-in-charge with copy thereof to the procurement Officer-Publisher. The Procurement Officer-Publisher shall up load the summary and declare the process as complete.
- c) 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.
- d) The bidder shall within 15 days of issue of letter of acceptance, furnish the Performance security & additional Performance security (if any) in the prescribed form & the work programme & shall sign the agreement in prescribed format, failing which the Engineer-in-Charge shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Bid Security absolutely. The agreement will incorporate all agreements between the officer inviting the bid and the successful bidder.
- e) If **L₁ bidder does not turn up for agreement** after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. In that case, the L2 bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled. In case a contractor is black listed, it will be widely published and intimated to all departments of Government and also to Govt. of India agencies working in the state.
(Amendment to Para-3.5.14 Note-I of OPWD Code Vol.-I , OM No.12366/W dated 8.11.2013)
- f) Following documents shall form part of the agreement**
- i. The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence & documents leading thereto & required amount of performance security including additional performance security as per sub clause 37.B.e. hereof.
 - ii. Standard Bid Document P.W.D. Form **P1**.
 - iii. The letter to proceed with the work shall be issued by Engineer-in-charge only after signing of the agreement. The notification of award will constitute the formation of the contract subject only to the furnishing of performance security and additional performance security in accordance with the provisions of the agreement.

- iv. On acceptance of the composite bids by the competent authority the letter of award will be issued by the Engineer-in-Charge of the major component of the work on behalf of the Governor of Odisha.

SECTION- 2(C)
DATA SHEET

Ref Cl. No.	Description
	Name of the Work: "Annual operation and maintenance of 6 MLD WTP excluding Fuel Energy charges, Chemical and Major spare parts at Jagatpur Ward No.48 at CMC, Cuttack" .
Section-7	Scope of Works: "The intent of this Section is to specify the work items to be covered on 'Item Rate Bids' in conformity with the technical specifications as enumerated in the subsequent clauses for the work "Annual operation and maintenance of 6 MLD WTP excluding Fuel Energy charges, Chemical and Major spare parts at Jagatpur Ward No.48 at CMC, Cuttack". This includes running of 6MLD Treatment Plant 22 to 24 hours with chemical dosing, chemical dosing pumps, flash mixture, Clariflocculator , Back washing of filter bed, Running of clear water centrifugal pump sets, running of Raw Water V.T. Pump Sets, Running of Gas chlorination system (Post chlorination), Opeartion of Automation system, Preventive maintenance of plant & equipment, Watch & ward of all units of WTP etc all complete as per the direction of Engineer-in-Charge" .
2(B)1.(a)	Name of the Employer: Managing Director, WATCO, Bhubaneswar under Housing & Urban Development Deptt., Govt. of Odisha, Bhubaneswar.
2(B)33.6	Method of selection: Qualifying in the Technical Bid and L₁ in the Price Bid.
2(B)26.	Two Bid System: Part-I: General & Technical Bid and Part-II: Price Bid to be submitted as detailed at Clause-2(B)26.
2(B)15.	Proposals shall be submitted in the following language: English
2(B)21.	Offers must remain valid for 120 (One Hundred Twenty) days after the date of opening of Price Bid.
2(B)30	The tender (Technical Bid) will be opened on following date and time: 12.30 PM of Dt.30.05.2023
2(B)33.5	The date of opening of Price/Financial Bid shall be intimated separately by writing or by mail after the technical evaluation is over.
2(B)35.2	Date of commencement of work will be on the 15 th day of issue of work order

SECTION -2 (D)**LETTER FOR SUBMISSION OF TENDER*****[To be filled in by the Bidder]***

Note:- (1) Additional conditions appended to the tender will make the tender liable for rejection.
 (2) Non-submission of EMD in proper shape and other required documents as detailed hereinafter shall make the tender liable for rejection.

Ref. No. _____/Dated _____

To

**The General Manager,
WATCO Division, Cuttack.**Sub: Tender for the Work – **“Annual operation and maintenance of 6 MLD WTP excluding Fuel Energy charges, Chemical and Major spare parts at Jagatpur Ward No.48 at CMC, Cuttack”.**Ref: **Identification No. GMWATCO (W)-03 / 2023-24 Dt.20.05.2023 _published in the website www.tendersodisha.gov.in**

Dear Sir,

With reference to the above, we are to inform you that in response to your above referred TCN, we have downloaded the Detailed Tender Call Notice (DTCN) Part-I & II and that after having thoroughly examined the same, we hereby tender for the work to execute the work within the stipulated time and in conformity with the relevant clauses of the DTCN along with all related statutory rules and regulations for the amount as quoted in the accompanying price bid.

2) I/We have studied, acquainted and satisfied ourselves with the site and its working conditions for the successful and timely completion of the work.

3) Our offer is unconditional and is in conformity with the requirements of the DTCN. We understand that any additional condition put by us in the tender shall make our tender liable for rejection.

4) I/We understood that you are not bound to assign any reason in case of rejection of our tender.

5) I/We agree to keep our offer open for a minimum of **120 (One Hundred and Twenty)** days from the date of opening of the Price bid. Further extension of validity will be our prerogative.

Should this tender be accepted, we hereby agree to abide by and fulfil all the terms and provisions of this Detailed Tender Call Notice (DTCN).

Thanking you.

Yours faithfully,

Name and Signature
of the authorised signatory
along with seal and address of the firm.

SECTION-2 (E)**TENDER DECLARATION****[To be filled in by the tenderer]**

I/We hereby tender for the execution for the Governor of Odisha of the work specified in the enclosed memorandum at the rates given in the price bid and will complete the said work in all respects within the period as specified in the Detailed Tender Call Notice and in accordance with the specifications, designs and drawings and other documents referred to therein, which shall have to be approved by the **General Manager, WATCO Division, Cuttack** and such other written instructions as may be given by the PHED, Odisha from time to time for duly carrying out of the said works and with such materials as are provided for in accordance with the conditions and special conditions hereto attached. I/We have inspected the work site and studied its conditions, labour, materials and have understood the tender implications fully.

Should this tender be accepted I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions and special conditions of the contract annexed hereto or in default thereof to forfeit and pay to the Governor of Odisha the sums of money mentioned in the said conditions and in the event of such default the transaction effected by this tender shall cease and determine.

Signature of Tenderer /
Bidder
(Seal)

SECTION-2(F)

LETTER OF ACCEPTANCE OF TENDER

(To be filled in by General Manager, WATCO Division, Cuttack)

The above tender is hereby accepted by me on behalf of the Governor of Odisha.

**General Manager,
WATCO Division, Cuttack**
Signed on behalf of the
Governor of Odisha

SECTION-2(G)**MEMORANDUM****(To be filled in by the bidder during signing of Agreement)**

1.	Name of the work		"ANNUAL OPERATION AND MAINTENANCE OF 6 MLD WTP EXCLUDING FUEL ENERGY CHARGES, CHEMICAL AND MAJOR SPARE PARTS AT JAGATPUR WARD NO.48 AT CMC, CUTTACK".
2.	Approximate Cost	:	
3.	Accepted tender Value	:	Rs. _____ Lakh
4.	Earnest Money Deposit	:	1% (One percent of quoted value)
5.	Percentage to be deducted from each Bill as security deposit	:	@ 3 (three)%
6.	Time allotted for completion of the work (from the date of written order to commence)	:	1 year
7.	Date of written order to commence.	:	
8.	Total number of items of work tendered for (as per schedule attached hereto).	:	

Signature of Tenderer / Bidder

SECTION -3**INFORMATION REGARDING TENDERER**

(To be filled in by the Tenderer)

A. In case of individuals:

- i. Name of Tenderer :
- ii. Whether his business is registered :
- iii. Date of commencement of business :
- iv. Whether he pays income tax each year. :
If yes, furnish particulars.

B. In case of Partnership Firm :

- i. Names of Partners :
- ii. Whether partnership is registered. :
- iii. Date of establishment of the firm. :
- iv. In case, income tax is paid by each Partner, the details to be furnished. :

C. In case of limited Liability Company :

- i. Amount of paid up capital. :
- ii. Names of Directors. :
- iii. Date of registration of the Company. :
- iv. Copies of the last five year's balance sheets of the Company. :

Signature of the Tenderer

SECTION-4**DECLARATION BY THE TENDERER / AFFIDAVIT**

1. I have visited the site and have fully been acquainted myself with the local situation regarding materials, labour and the factors pertaining to the work before submitting the tender.
2. I have carefully studied the conditions of the contract, specification and other documents of this work and I agree to execute the same accordingly.
3. I solemnly pledge that I shall be sincere in discharging my duties as responsible bidder and complete the work within the prescribed time limit. I shall submit detailed construction programme with target dates for various items and stages of work keeping in view the time limit and shall accordingly arrange for necessary labours, materials, and equipments etc., punctually. In case there are deviations from the construction programme, I shall abide by the decision of the Engineer-in-charge for revision of the programme and shall arrange for labour, materials, equipments etc
4. I shall follow all rules and regulations of the state in force with regard to engagement of labour for the work.
5. The documents furnished with the tender are correct to the best of my knowledge and belief and if any information found to be incorrect in future, the Department has the liberty to take any action as deemed fit.
6. I shall not claim any benefit or compensation or absorption or regularization for the persons deployed with office under the provision of rules and Acts. I will submit the undertaking from the person deployed to this effect.

Signature of the Tenderer

SECTION – 5**FORM OF AGREEMENT**

This Agreement is made on this _____ day of _____ Between the Managing Director WATCO, Bhubaneswar represented by _____, here-in-after referred to as the "Authority" which expression shall, where the context so requires or admits, also includes its successors or assignees of the one part.

And

M/S _____ represented by Sri _____ here-in-after called the "Agency Agency/Bidder" which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the "Authority" desires that the services of " _____ " are required in _____ Managing Director WATCO, Bhubaneswar.

And whereas the "Agency Agency / Bidder" has offered its willingness to the same in conformity with the Provisions of the agreement.

And whereas the "Authority" has finalized the rate as per the terms and conditions of the agreement to the "Agency Agency / Bidder".

Now this agreement witnesses as below:-

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the "Authority" to the " Agency", the "Agency" hereby agrees with the "Authority" to provide personal to be engaged as " _____ " in the _____ (name of the Managing Director WATCO, Bhubaneswar) in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "Agency" the contract price at the time and in the manner prescribed in the said Terms and Conditions.

- 4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions.
- 5. That this agreement is valid upto _____.

IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above.

Signature of the person
authorized to sign on behalf of
Agency

Signature of the Authority
WATCO

In the presence of witness:-

Witness

1. Name:
Address:

2. Name:
Address:

Witness

1. Name:
Address:

2. Name:
Address:

SECTION-6
SPECIAL CONDITIONS OF CONTRACT

GENERAL:

- 6.1 The agreement shall commence from and shall continue till unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
- 6.2 The agreement shall automatically **expire on** unless extended further by the mutual consent of the Agency and the Authority.
- 6.3 The agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Agency and the Authority.
- 6.4 The agency shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
- 6.5 The WATCO at present, has tentative requirement for running the Water Treatment Plant and pump house. The requirement of the WATCO may further increase or decrease marginally, during the period of initial contract also and the bidder would have to provide additional manpower services, if required, on the same terms and conditions.
- 6.6 The agency will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
- 6.7 The persons deployed shall be required to report for work to the concerned WATCO Sectional Officers/ Sub Divisional officers in charge of pumping station or such other Officer as may have been kept in charge of the concerned Establishment. The timing of the working hours may be changed as per necessity for the sake of Govt. and public work. In case, a person deployed remains absent on a particular day or comes late / leaves early, on these occasions, **fine will be imposed@Rs.500/day/person and deduction will be made from his bill.**
- 6.8 In case of reasons of forces majeure such as at of God, operation of force of war, civil war, revolution, rebellion, riots, and civil commotion, explosion, fire epidemic, massive flood, earth quake, law and order problem etc , if the operation of treatment plant ceases and the Engineer-in-charge feels that it is no fault of the agency penalty may not be imposed on the agency.
- 6.9 In the event of death or insanity of the contractor the contract may be terminated by notice in writing tested at the site and advertised in local newspaper all acceptable works shall there for the pay at appropriate rates after recovering all contractor dues to employers to the persons certified to receive and given discharge for such payment.
- 6.10 In case of leave or absent of the person deployed substitute arrangement should be provided by the service provider.

- 6.11 Service provider should follow the labour rules, regulations in force and provide weekly holidays to manpower engaged by engaging suitable manpower in rotation. The agency should take care of the cleanliness and sanitation of its employees by providing soaps and other detergents.
- 6.12 The agency shall nominate a coordinator who shall be responsible for immediate interaction with the WATCO so that optimal services of the persons deployed could be availed without any disruption.
- 6.13 The entire financial liability in respect of service provided to the WATCO shall be that of the Agency and the WATCO will no way be liable. It will be the responsibility of the agency to pay to the person deployed during agreement period.
- 6.14 For all intents and purposes, the Agency shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Agency shall not have any claim whatsoever like employer and employee relationship against the WATCO.
- 6.15 The agency shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The WATCO shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the agency the deployed person can place their grievance before a Joint Committee consisting of a representative of the WATCO and an Authorized representative of the agency.
- 6.16 The WATCO shall not be responsible for any financial loss or any injury to any person deployed by the agency in the course of their performing the functions / duties, or for payment towards any compensation. The agency should preferably go for group / risk insurance of its employees.
- 6.17 In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Agency shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
- 6.18 The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Agency.
- 6.19 The agency must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted along with the technical bid. The agency shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
- 6.20 The persons deployed by the Agency should have good police records and no criminal case should be pending against them.
- 6.21 The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the department. The Agency shall be responsible for any act of indiscipline on the part of the persons deployed.

- 6.22 During duty hours all the staff of the agency should wear proper uniform with shoes, gloves etc as per requirement which will be provided by agency.
- 6.23 If required, quarters will be provided by the department for the labourers for their stay, but rent for the quarters will be collected from the agency as per prevailing Govt. rate.

LEGAL:

- 6.24 The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Agency as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
- 6.25 The agency shall be responsible for compliance of all statutory provisions relating to minimum wages (**inclusive EPF & ESI**) payable to different types of worker in respect of the persons deployed by it. The WATCO shall have no liability in this regard.
- 6.26 The agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the WATCO to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested photocopies of such documents shall be furnished to the WATCO.
- 6.27 The agency shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the WATCO or any other authority under Law.
- 6.28 The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act / Rules, as amended, from time to time and a certificate to this effect shall be provided by the WATCO
- 6.29 In case, the Agency fails to comply with any liability under appropriate law, and as a result thereof, the WATCO is put to any loss / obligation, monetary or otherwise, the WATCO will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- 6.30 The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The WATCO will have no liability towards non-payment of remuneration to the persons employed by the Agency and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the WATCO by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL:

- 6.31 The successful bidder will have to deposit a performance security amount of **2% of the total amount quoted for 1 years** in shape of NSC/ postal saving pass book / post office time deposit / Kishan Vikash Patra / deposit receipt in schedule bank duly pledge in favour of the **General Manager, WATCO Division, Cuttack**, covering the period of contract. In case, the contract is further extended beyond the initial period, the Performance Security will have to be accordingly renewed by the successful bidder.
- 6.32 Period for contract will be for a period of **One** years from the date of signing of agreement. This may be further extended up to one more year depending on the performance of the agency.
- 6.33 Termination notice from either side will be given at least **three months** prior, to end the contract.
- 6.34 Energy charges will be borne by the department as per actual consumption for the maintenance period. If the agency misuses energy extra energy charges will be recovered from his bill for the excess energy consumed.
- 6.35 During operation of the plant and pump houses all valves are to be operated by the agency, as per requirement, any damage caused due to faulty operation of valves will be charged to the agency.
- 6.36 All minor and periodically maintenance works like change of gland packing , of required make and size , greasing of different parts of pump and motor , replacement of fuse , fused bulbs etc as and when required will have to be carried out by the agency for which rates are included in the schedule/ price bid.
- 6.37 Any major maintenance that to be carried out by the department has to be intimated to the concerned Engineer-in-Charge sufficient ahead of the problem.
- 6.38 Regular water quality testing will be conducted by the department officers, if the quality of the treated water does not satisfy the CPHEEO norms penalty will be imposed on the agency.
- 6.39 The successful bidder, after receipt of LoA shall have to furnish Performance Security Deposit equal to 2% (Two percent) of the value of the order, in shape of NSC / postal saving pass book / post office time deposit / Kishan Vikash Patra / deposit receipt in schedule bank duly pledged in favour of the **General Manager, WATCO Division, Cuttack** within 7(seven) days of receipt of intimation failing which their tender shall be cancelled.
- 6.40 In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the agency shall be liable to be forfeited besides annulment of the Agreement.
- 6.41 The agency shall raise the bill, in triplicate, along with attendance sheet duly verified by the WATCO officials in respect of the persons deployed and submit the same to the concerned Junior/Assistant Engineer which will be passed by the Managing Director through the Sub Divisional Officer. Bills should be submitted in the first week of the succeeding month@ the

monthly rate. As far as possible the payment will be released by the second week of the succeeding month.

- 6.42 The agency is to make all arrangements of periodic and minor maintenance works for which no separate payment will be made to it. These works include maintenance of Pumps, Motors and other electrical and mechanical installation including valves and specials of the Head Works, Treatment Plant and pump houses. These periodic maintenance includes change of gland packing of required make and size, change of worn out nuts and bolts, rubber inserion, change of fuse, fused electric bulbs, greasing of different parts of pump and motor, periodic alignment of pumps and motors, cleaning of sand and other foreign maters from leading channel of intake well, cleaning of settling tanks , back wash of filter bed, delisting of flocculator chamber, replacement of defective air valve balls, cleaning of premises of Intake well, WTP, Pump Houses, maintenance of the existing gardens etc all complete as per the direction of Engineer-in-Charge for which the rates are included in the schedule/ price bid.
- 6.43 The agency also has to maintain the rising mains of raw water and clear water. It has to undertake the maintenance works immediately after detection of leakages and intimate the same to the WATCO authorities. Bills for attending leakages will be paid separately by the department as per actual expenses incurred by the agency, on production of actual bills on purchase of materials and a certificate from the concerned Engineers about the actual number of labourers engaged after verification and approval by the Managing Director.
- 6.44 **Uncorrected defects**
If any repair works unattended by the agency within the time specified by the employer the same will be carried out departmentally and the cost of repair work will be recovered from the agency's bill along with centage charges of 10 %.
- 6.45 If any repair works, carried out by the agency, it has to test each and every point after completion of the same to the best satisfaction of the Engineer-in-charge.
- 6.46 Log books for operation of pumps and other machineries should be maintained and has to be made available to the inspecting officers including registers for consumables. The minor / major repair works carried out during maintenance should also be entered in the log book.
- 6.47 The agency without any lapse should follow the conditions and mandatory regulations, amended from time to time prescribed by the concerned departments .
- 6.48 The agency should enclose the list of staff to be employed with qualification certificate; experience certificate, Identity proof and their passport size photograph affixing their signature.
- 6.49 The agency should provide uniforms, gloves, identification badges to all the staff and they should wear during working hours. Proper insulation mats should be provided in the pump houses near switch boards, control panels, main switch and at all required places.
- 6.50 The agency should provide all the required tools and plants for the operation and maintenance at all the sites.
- 6.51 Any equipment, tools and plants supplied by the department should be kept in good working condition and these should not be taken out of the premises without the written permission of the Engineer-in-charge.

- 6.52 The Agency shall provide a Notice board detailing precautions and safety measures to be followed by operation personnel in work conformity with Industries and labour regulations. The persons, engaged should be well aware of the safety measures .
- 6.53 Variations shall not be made by the Agency without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed
- 6.54 The Agency shall promptly request in writing the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing with in 30days, failing which the work, carried out is treated as no variation. **In case variation is approved, further approval from the competent authority has to be obtained in case of variation exceeding 5% of the agreement value.**
- 6.55 The agency undertakes to comply with applicable legislation & the code of labour law on matters of health, hygiene & safety & shall assume responsibility for works required in the event of any change in applicable regulations & shall also require to comply with this clause
- 6.56 The agency should undertake to provide training that may be necessary from time to time for all the personnel employed in the facility, at its own cost & responsibility.
- 6.57 Department may conduct a technical inspection and audit of all the materials / chemicals, supplied to the agency at any point of time. The agency has to keep its record ready for inspection at any time.
- 6.58 At the end of each Three- month period, or at the initiative of department, a visit shall be organized, so that both agency and department can check the condition of the installations at the facility.
- 6.59 The agency shall not delegate its responsibilities nor subcontract any part of the service to be provided by him without prior written consent of the department. If the agency subcontracts any part of its responsibilities to sub-bidders, without the consent of the department, it will be treated as defaults or negligence of the agency and suitable action will be initiated departmentally.
- 6.60 **All chemicals and other consumables will be provided by the department** and has to be used by the agency as per requirement / demand of Raw Water Quality as decided by the Engineer-in-charge. Every day the concerned Engineers in charge of the plant will take account of chemicals and a separate register is to be maintained by the agency.
- 6.61 The claims in bills regarding Employees State Insurance, Provident Fund, etc. should be necessarily accompanied with documentary proof pertaining to the concerned billing month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the WATCO.
- 6.62 The authority reserves the right to withdraw or alter any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage for smooth maintenance of the scheme.
- 6.63 In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the Chief Engineer (PH) for his decision and the same shall be binding on all parties.

- 6.64 All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement is located.
- 6.65 The successful bidder will enter in to an agreement with WATCO for the supply of suitable and qualified manpower as per requirement on the above terms and conditions.
- 6.66 The O & M Contract shall commence upon the written instruction of the Engineer to mobilise, which will be issued as soon as possible after the acceptance of the tender. The agency shall mobilise sufficient man power within 15 days to commence the operation and maintenance of the treatment works. The agency shall operate and maintain the treatment plant, pipe lines etc. for a period of three years.
- 6.67 The Service Provider Agency must produce an affidavit from Notary Public, declaring that the firm is not blacklisted by any of the service availing agencies where they are providing or provided manpower.
- 6.68 Cleaning and sweeping of the premises of Intake Well, Water Treatment Plant, Pump Houses etc should be done regularly by the agency and it should be kept neat and clean.
- 6.69 **Treated Water Quality**
The agency shall ensure that the quality of the filtered water, the combined filtrate and clear water existing in the Clear water reservoir shall comply with following standards over the full ranges of output /rated capacity:

Sample	Compliance requirements	
Combined filtrate	Turbidity<5 NTU for 5% ile samples Al<0.2 mg/L PH 6.5 to 9.2 (7.82) for 5% ile samples Colour<20Pt/Co scale	<1NTU for 95% ile <0.03 mg/l 95% ile 7.9 to 8.5 95% ile < 5 95% ile
Filtrate from individual Filters	Turbidity<5 NTU A1<0.20 mg/L	
Clear water reservoir	Fecal coliforms 0 / 100 ml Coliform organisms 0/100 ml	
Outlet	Free residual chlorine>1.5 mg/L	

- 6.70 **The pump houses and water treatment plant has to run till the optimum quantity i.e. 6 MLD of treated water is produced irrespective if continuous power .**
- 6.71 The agency is responsible for the safety of its own staff and it has to ensure that the measures are taken care of by it.
- 6.72 All assets will be handed over to the agency and it shall take into stock, when he takes possession of the treatment works at the time of commencement of the Contract. The agency shall plan and arrange for the procurement of spare parts to replace those spares consumed or those spare parts whose shelf life has expired and to replenish the stock, kept at the treatment works at no extra cost to the Employer. After completion of maintenance period the agency has to handover the entire scheme along with the spares, so that the quantity remains intact.

6.73 **Maintenance of machineries (Preventive maintenance Schedule):**

The agency should adopt a preventive maintenance schedule for avoiding breakdowns. These preventive maintenance methods include but not limited to the following:

Item No.	Description of work	Daily	Weekly	Fort-nightly	Monthly
1	Pump House:				
1.1	Cleaning of site	<input type="checkbox"/>			
1.2	Cleaning of Pump House including Doors and Windows	<input type="checkbox"/>			
1.3	Cleaning of Panel Room, D.G. room etc.	<input type="checkbox"/>			
1.4	Check pump is operational	<input type="checkbox"/>			
1.5	Change over to stand bye pumps	<input type="checkbox"/>			
1.6	Record hours run	<input type="checkbox"/>			
1.7	Check operation of air release pipe	<input type="checkbox"/>			
1.8	Lubricating of Rolling Shutters			<input type="checkbox"/>	
1.9	De-weeding of Pump Room premises and removal of cob webs etc in the Pump Room.				<input type="checkbox"/>
2	H.T.Structure, Transformer yard and Transformers:				
2.1	Cleaning of transformer yard, removal of grass and plants	<input type="checkbox"/>			
2.2	Check up and water the earth pits		<input type="checkbox"/>		
2.3	Megger - earth resistance check in the earth pits				<input type="checkbox"/>
2.4	Check and operate the AB switch in the structure for its smooth operation and replace contacts if necessary		<input type="checkbox"/>		
2.5	Check up dropout fuses and H.G. fuses and replace if necessary	<input type="checkbox"/>			
2.6	Check up insulators and lightning arrestor in the structure and replace if necessary			<input type="checkbox"/>	
2.7	Check the transformer for any leakage of oil and top up if necessary		<input type="checkbox"/>		
2.8	Check the temperature of transformer oil from dial thermometer and record		<input type="checkbox"/>		
3	H.T. Panel:				

Item No.	Description of work	Daily	Weekly	Fort-nightly	Monthly
3.1	Clean the panel externally and internally using blower	<input type="checkbox"/>			
3.2	Carryout visual check of observe over all condition of the breakers and clean the breakers thoroughly	<input type="checkbox"/>			
3.3	Grease/Oil joints and sliding surfaces			<input type="checkbox"/>	
3.4	Check the internal connections			<input type="checkbox"/>	
3.5	Check the operations of doors and conditions of door gasket			<input type="checkbox"/>	
3.6	Check Volt Meter, Ammeter etc. in the panel for its working and replace if necessary	<input type="checkbox"/>			
3.7	Check all the indicator lamp and control fuses and replace if necessary	<input type="checkbox"/>			
3.8	Check the operation of relays			<input type="checkbox"/>	
4	LT Panel :				
4.1	Clean the panel externally and internally using blower	<input type="checkbox"/>			
4.2	Check all the connections for tightness			<input type="checkbox"/>	
4.3	Check the contacts switches for tightness and apply petroleum jelly if necessary			<input type="checkbox"/>	
4.4	Check Volt Meter Ammeter and respective P.T. and CTS for its working and connection	<input type="checkbox"/>			
4.5	Check all the indicator lamp bulbs and fuses and replace if necessary		<input type="checkbox"/>		
4.6	Check operation of all switches and bush buttons		<input type="checkbox"/>		
5	CAPACITORS:				
5.1	Check all the capacitors for oil leakage if any	<input type="checkbox"/>			
5.2	Clean the insulator with dry cloth and check the connections for tightness			<input type="checkbox"/>	
5.3	Check the fuses and meggar the units?				
6	MOTORS:				

Item No.	Description of work	Daily	Weekly	Fort-nightly	Monthly
6.1	Clean the motor terminal box, check the cable connection to tightness	<input type="checkbox"/>			
6.2	Check body of the motor for firm connection			<input type="checkbox"/>	
6.3	Check the foundation bolt and nut for tightness	<input type="checkbox"/>			
6.4	Check normal sound and vibration	<input type="checkbox"/>			
6.5	Check the bearing grease and replace if necessary				<input type="checkbox"/>
6.6	Check air cooling fan for vibration and noise				<input type="checkbox"/>
6.7	Check meggar test for windings and earth				<input type="checkbox"/>
6.8	Cleaning of motor slipring, carbon brush, contacts and replace if necessary		<input type="checkbox"/>		
7.0	STARTERS AND OCB				
7.1	Clean the starter and check up the cable connection	<input type="checkbox"/>			
7.2	Check contacts and replace if necessary		<input type="checkbox"/>		
7.3	Check for cable connection		<input type="checkbox"/>		
7.4	Check for OLR and No volt coil		<input type="checkbox"/>		
7.5	Check the level of transformer oil in the OCB and top up if necessary			<input type="checkbox"/>	
8.0	MAIN PUMPS				
8.1	Outside Cleaning	<input type="checkbox"/>			
8.2	Check Bearing Temperature	<input type="checkbox"/>			
8.3	Check & Top up Bearing grease or replace grease				
8.4	Check gland for leak and add gland layer if required	<input type="checkbox"/>			
8.5	Replace gland packing completely				<input type="checkbox"/>
8.6	Check foundation nuts and bolts for tightness and rusting		<input type="checkbox"/>		
8.7	Check inspection covers and check condition of impeller				<input type="checkbox"/>
8.8	Check the pressure and pressure gauges on suction and delivery side	<input type="checkbox"/>			

Item No.	Description of work	Daily	Weekly	Fort-nightly	Monthly
8.9	Clean the pump pit and pump floor	<input type="checkbox"/>			
8.10	Check for coupling Bolts and nuts, coupling tyre and replace the tyre if required		<input type="checkbox"/>		
8.11	Check for vibration and noise of the pump	<input type="checkbox"/>			
8.12	Pump out leaked water from the pump pit	<input type="checkbox"/>			
8.13	Check the condition of bearing oil and replace if required			<input type="checkbox"/>	
9	SUMP PUMP				
9.1	Check the pump for operation	<input type="checkbox"/>			
9.2	Check the coupling and replace if necessary			<input type="checkbox"/>	
9.3	Clean the starter panel externally and internally	<input type="checkbox"/>			
9.4	Check the fuses and contacts, apply petroleum jelly if necessary		<input type="checkbox"/>		
9.5	Check the foot valve and replace if necessary	<input type="checkbox"/>			
10	Diesel Generator Set, Battery and Emergency light:				
10.1	Clean the Battery, top up, distilled water in the battery if necessary	<input type="checkbox"/>			
10.2	Remove the connection of battery terminals, clean thoroughly and reconnect after applying petroleum jelly		<input type="checkbox"/>		
10.3	Clean the emergency lights internally and externally	<input type="checkbox"/>			
10.4	Check the light, indicator lamp for its proper working and attend if necessary		<input type="checkbox"/>		
10.5	Check fuel level in the diesel tank of DG set and top up if necessary		<input type="checkbox"/>		
10.6	Check engine oil level in the D.G. set and add if necessary			<input type="checkbox"/>	<input type="checkbox"/>

Item No.	Description of work	Daily	Weekly	Fort-nightly	Monthly
11	OHT CRANES:				
11.1	Carry out thorough cleaning of crane including girders, trolley, platform other equipments and control panels			<input type="checkbox"/>	
11.2	Check all the cable connections for tightness		<input type="checkbox"/>		
11.3	Check contacts and fuses and replace if necessary		<input type="checkbox"/>		
11.4	Inspect gearbox for any leakage of oil				<input type="checkbox"/>
11.5	Check the connection of limit switch				<input type="checkbox"/>
11.6	Check panels internally and externally and apply petroleum jelly if required				<input type="checkbox"/>
11.7	Check the rope and apply grease if required				<input type="checkbox"/>
12	SUCTION & DELIVERY VALVES AND ACTUATOR:				
12.1	Check the condition of gland packing and tighten or replace if necessary	<input type="checkbox"/>			
12.2	Check actuator gear box for leakage		<input type="checkbox"/>		
12.3	Check the condition of limit switches			<input type="checkbox"/>	
12.4	Check the condition of oil and grease, replace if necessary			<input type="checkbox"/>	
12.5	Check the bolts and nuts for tightness			<input type="checkbox"/>	
12.6	Check cable terminals at motor terminal box of actuator			<input type="checkbox"/>	
12.7	Check clutch and gear arrangement for manual operation				<input type="checkbox"/>
12.8	Apply grease to the spindle if necessary			<input type="checkbox"/>	
12.9	Check for free movement			<input type="checkbox"/>	

6.74 Housekeeping

The agency shall keep the treatment works clean and tidy so that it is good appearance at all time. To this end, inter alia:

- All the buildings and surroundings shall be kept neat, clean and tidy without dust, cobwebs etc.
- The floors of all walkways, stairs, offices, toilets, the control, switchgear and plant rooms, the laboratory, chemical and other areas inside the buildings are to be brushed and washed each day.
- Windows and doors are to be washed at least once a week.
- Brass and other metal surface are to be polished at least once a week.
- The process and storage tanks are to be emptied, cleaned and disinfected with bleaching powder as required for efficiency, in accordance with the O & M manuals, and at least once every six months.
- The landscaped areas between and around the buildings shall be properly tended so that the grass, shrubs and trees are kept in a healthy and pleasing condition. The Agency shall maintain and develop (to entire available area within the fence) the landscaping, the grass, shrubs and trees.
- The Agency has to maintain the garden developed in and around the plant premises and also has to develop the garden further wherever it is possible.

6.75 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or from the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the Schedule of Rates prevalent at the time of award of contract.

6.76 If the rates for additional, substituted or altered item of work cannot be determined the agency shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

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

6.78 Under no circumstances the agency shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

6.79 Items of the Works for which no rate or price has been quoted in will not be paid for by the department and deemed to be covered by other rates and prices of the contract and work shall be completed without any cost .

6.80 The Contract Price:

The Contract Price shall be the monthly lump sum fixed rates in the agency's Tender for the Operation and Maintenance of the system as defined in the BoQ. The agency shall

pay all duties and taxes in consequence of his obligations under the contract. He shall also pay the taxes as per government statutory rules.

All prices shall be quoted in Indian rupees only. The prices should include all taxes, duties or any other levies etc.

Department will retain 5% of the bill amount as security amount during the contract period for the due fulfillment of this contract. Security amount will be released to the agency after expiry of the defect liability period, along with the Earnest Money Deposit if it has executed all its duties without any defect.

6.86. **Time Control:**

(Vide Works Department Office Memorandum No.24716 dtd.24.12.2005 and No.8310 dtd.17.05.2006)

a) Progress of work and Re-scheduling programme.

- i) The General Manager / Engineer-in-Charge shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- ii) Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.
- iii) To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.
- iv) If at any time it should appear to the Engineer-in-Charge that the actual process of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the Engineer-in-Charge, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value 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.
- v) 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.
- vi) The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

b) Extension of the Completion Date.

- i) The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.
- ii) The Contractor shall submit the Time & Progress Chart for each milestone Quarter wise indicating each month and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.
- iii) In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
 - (1) Force majeure, or
 - (2) Abnormally bad weather, or
 - (3) Serious loss or damage by fire, or
 - (4) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
 - (5) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
 - (6) In case 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, or
 - (7) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.
- iv) Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen (14) days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- v) In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a

bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

c) Compensation for Delay

If the contractor fails to maintain the required progress in terms of clause-2 of P-1 Contract or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the **General Manager, WATCO Division, Cuttack** may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause-2 of P-1 Contract or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month of for delay of work, delay to be completed on per Day basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s) in terms of Clause-2.5, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest whatsoever shall be payable on such withheld amount.

d) Bonus for early completion

For availing incentive clause in any project which is completed before the stipulated date of completion, subject to other stipulations it is mandatory on the part of the concerned General Manager to report the actual date of completion of the project as soon as possible through fax or e-mail so that the report is received within 7 days of such completion by the concerned Director, Managing Director & the Administrative Department. The incentive for timely, completion should be on a graduated scale of one percent to 05 percent of the contract value. Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale.

Before 30 % of contract period =	5 % of Contract Value
Before 20 to 30 % of contract period =	4 % of Contract Value
Before 10 to 20 % of contract period =	3 % of Contract Value
Before 5 to 10 % of contract period =	2 % of Contract Value
Before 5% of contract period =	1 % of Contract Value

(Amendment to Para-3.5.5 (V) of Note-III of OPWD Code Vol.-I by inclusion vide O.M. No.5288 dt.04.05.2016)

e) Management Meetings

- i) Either the Engineer or the Contractor may require the other to attend a management meeting. The business of management meetings shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- ii) 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 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.

f) Rescission of Contract:

To rescind the contract (of which rescission notice in writing to the contractor under the hand of the General Manager shall be conclusive evidence), 20% of the value of leftover work will be realized from the contractor as penalty.

(Amendment as per letter No.10639 dt.27.05.2005 of Works Department, Odisha)

6.87. Circumstances for Rescission of Contract:

If the contractor shall become bankrupt or compound with or make any assignment for the benefit of his creditors or shall suspend or delay the performance of his part of the contract (except on account of cause mentioned in **Clause 6.86** or in consequence of not having proper instructions for which the contractor shall have duly applied) the General Manager may give to the contractor or his assignee or trustee as the case may be notice requiring the works to be proceeded with and in case of default on the part of the contractor for a period of seven days, it shall be lawful for the General Manager to rescind the contract, if necessary, and to enter upon and take possession of the work and to employ any other person to carry on and complete the same and to authorise him or them to use the plant, materials and property of the contractor upon the works and the costs and the charge incurred in any way in carrying on and completing the said works are to be paid to the General Manager by the contractor or may be set off by the General Manager against any money due or to become due to contractor. If the assignee or trustee of the Contractor proceeds with the work, the conditions of this contract shall be binding upon the said assignee or trustee.

6.88. The General Manager shall make payment of work in full or part thereof those shall have been certified, subject to availability of Letter of Credit (LoC).

6.89 Price Adjustment (*vide Works Department Office Memorandum No.15847/W Dt.19.11.2019*)

1. Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given in following Paras.

- (a) The price adjustment shall apply for the work done from the start date given in the contract data up to end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.
- (b) The price adjustment shall be determined during each month from the formula given in following Paras.
- (c) Following expressions and meanings are assigned to the work done during each month:

R= Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month. It will exclude value for works executed for extra items under variations.

2. To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs

The formula (e) for adjustment of prices are:

89(a) (i): Adjustment of Other Materials Component

Price adjustment for increase or decrease in cost of local materials other than cement, steel, bitumen, pipe and POL procured by the contractor shall be paid in accordance with the following formula:

$$V_M = 0.85 \times P_m/100 \times R \times (M_1 - M_0)/M_0$$

V_M = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than cement, steel, bitumen and POL.

M_0 = The all India wholesale price index (all commodities) on 28 days preceding the date of opening of Bids, as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

M_1 = The all India wholesale price index (all commodities) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_m = Percentage of local material component (other than cement, steel, bitumen and POL) of the work.

89(a)(ii): Adjustment for Cement Component

Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula:

$$V_c = 0.85 \times P_c/100 \times R \times (C_1 - C_0)/C_0$$

V_c = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for cement

C_0 = The all India wholesale price index for Ordinary Portland Cement (OPC) on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

C_1 = The all India wholesale price index for Ordinary Portland Cement (OPC) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_c = Percentage of Cement Component of the Work.

89(a)(iii): Adjustment for Steel Component

Price adjustment for increase or decrease in the cost of steel procured by the contractor shall be paid in accordance with the following formula:

$$V_s = 0.85 \times P_s/100 \times R \times (S_1 - S_0)/S_0$$

V_s = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel.

S_0 = The all India wholesale price index for steel (Mild Steel long products) on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi

S_1 = The all India wholesale price index for steel (Mild Steel long products) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_s = Percentage of steel component of the work

Note: For the application of this clause, index of (Mild Steel long products) has been chosen to represent steel group.

89(a)(iv): Adjustment of Bitumen Component

Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$$V_b = 0.85 \times P_b/100 \times R \times (B_1 - B_0)/B_0$$

V_b = Increase or decrease in the cost of work during the month under consideration due to changes in the rate for bitumen.

B_0 = The official retail price of bulk bitumen at the IOCL/ BPCL depot at nearest center on the day 28 days prior to date of opening of Bids.

B_1 = The official retail price of bulk bitumen at IOCL/ BPCL depot at nearest center for the 15th day of the month under consideration.

P_b = Percentage of bitumen component of the work

89(a)(v): Adjustment towards differential cost of Pipes.

Price adjustment for increase or decrease in the cost of pipe shall be paid in accordance with the following formula:

$$V_{pi} = 0.85 \times P_{pi}/100 \times R \times (P_{i1}-P_{i0})/P_{i0}$$

V_{pi} = Differential cost of pipe i.e. amount of increase or decrease in rupees to be paid or recovered during the month under consideration.

P_{pi} = Percentage of pipe component of the work

P_{i1} = All India Whole sale price index of pipe for the period under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_{i0} = All India Whole sale price index of pipe on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

89(b): Adjustment of Labour Component

Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$$V_L = 0.85 \times P_l/100 \times R \times (L_1- L_0)/L_0$$

V_L = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour.

L_0 = The minimum wages for unskilled labour as Notified by Government of Odisha as prevailed on the last stipulated date of receipt of tender including extension, if any.

L_1 = The minimum wages for unskilled labour as Notified by Government of Odisha as prevailed on the last date of the Month previous to the one under consideration.

P_l = Percentage of labour component of the work.

89(c) : Adjustment of POL (fuel and lubricant) Component

Price adjustment for increase or decrease in cost POL (fuel and lubricant) shall be paid in accordance with the following formula:

$$V_f = 0.85 \times P_f/100 \times R \times (F_1- F_0)/F_0$$

V_f = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for fuel and lubricants.

F_0 = The official retail price of High-Speed Diesel (HSD) at the existing consumer pumps of IOCL/ BPCL/ HPCL at nearest center on the day 28 days prior to the date of opening of Bids.

F_1 = The official retail price of HSD at the existing consumer pumps of IOCL/ BPCL/ HPCL at nearest center for the 15th day of the month under consideration .

P_f = Percentage of fuel and lubricants component of the work

Note: For the application of this clause, the price of High-Speed Diesel oil has been chosen to represent fuel and lubricants group.

89(d): Adjustment for Plant and Machinery Spares Component

- (vi) Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the Contractor shall be paid in accordance with the following formula:

$$V_p - 0.85 \times P_p / 100 \times R \times (P_1 - P_0) / P_0$$

V_p - Increase or decrease in the cost of work during the month under consideration due to changes in the rates for plant and machinery spares.

P_0 - The all India wholesale price index for manufacture of machinery for mining, quarrying and construction on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_1 - The all India wholesale price index for manufacture of machinery for mining, quarrying and construction for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_p - Percentage of plant and machinery spares component of the work.

Note: For the application of this clause, index of manufacturing of machinery for mining, quarrying and construction has been chosen to represent the Plant and machinery Spares group.

Regarding wholesale price Index (WPI) for appropriate commodity for payment of price adjustment, due to change of base year of WPI from 1993- 94 to 2004-05 & 2011-12, it is observed that, the commodity 'Bars and Rod', 'Cement', 'Heavy machinery and parts' included in the list of WPI 1993-94 series are not mentioned as such in the WPI 2004-05 & 2011-12 series. Therefore, the following items in the WPI 2004-05 & 2011-12 series shall be considered corresponding to items in WPI 1993-94 series:

Sl. No.	Item in WPI 1993-94 series	Item in WPI 2004-05 series	Item in WPI 2011-12 series
1.	Cement	Grey Cement	Ordinary Port land cement
2.	Bars & rods	Rebars	Mild steel long products
3.	Heavy Machinery & parts	Construction Machinery	Manufacture of machinery for mining, quarrying & construction.

89(e): APPLICATION OF ESCALATION CLAUSE:

The contractor shall for the purpose of availing reimbursement/refund of differential cost of steel, bitumen, cement, pipe, POL and wages, keep such books of account and other documents as are necessary to show that the amount of increase

claimed or reduction available and shall allow inspection of the same by a duly authorized representative of Government and further, shall at the request of the Engineer-in-Charge, furnish documents to be verified in such a manner as the Engineer-in-Charge may require any document and information kept The contractor shall within a reasonable time of 15 days of his becoming aware of any alteration in the price of such material, wages of Labour and/or price of POL give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition along with information relating to there to which he may be in a position to supply.

Percentage Table

Sl. No.	Category of works		% Component (cost wise)		
			Labour (P _l)	P.O.L (P _f)	Steel (P _s)+ Cement (P _c)+ Bitumen (P _b) + Pipes (P _{pi}) + Plant & Machinery Spare & Component (P _p) + Other Materials*
1.	R&B works (% of component)	Road works	5	5	90
		Bridge works	5	5	90
		Building works	5	5	90
2.	Irrigation works (% of component)	Structural work	5	5	90
		Earth, Canal & Embankment work	5	5	90
3.	P.H. Work	Structural work	5	5	90
		Pipeline work	5	5	<u>Pipe – 70%</u> * Machinery + Other material -20%
		Sewer line	5	5	<u>Pipe – 70%</u> * Machinery + Other material -20%

**Note: Further break up may be worked out considering the consumption of Cement. Steel, Bitumen, pipe and Plant & Machinery Spare Component in the concerned works and shall be provided in the bid document in shape of "Schedule of Adjustment Data" as an "Appendix to Bid". (enclosed herewith).*

Appendix to Bid

Schedule of Adjustment Data

[For all works, adjustment factor for Labour and POL shall be considered @ 5% each. Steel, Cement, Pipes, other Materials and Machinery shall contribute to 90% of Price Adjustment and shall be calculated for each work separately during preparation of estimate, shall be approved by the authority during technical sanction as a "Schedule of Adjustment Data" and shall form part of the Bid Document]

Cl. No-31 of F2/P1 Contracts	Index description	Source of index	Base value*	Base Date*	Weightage of Item**
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Sl. No.					
31 (a)(i)	Other Materials	All India Whole sale price index (all commodities) as published by the Office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
31 (a)(ii)	Cement	All India Whole sale price index for Cement (Ordinary Portland Cement) as published by the Office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
31 (a)(iii)	Steel	All India Whole sale price index for Steel (Mild Steel-Long Products) as published by the Office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
31 (a)(iv)	Bitumen (VG-30)	Official retail price of bulk bitumen at the nearest IOC/HPCL Depot.			
31 (a)(v)	Pipes	All India Whole sale price index for the type of pipe under consideration, as published by the Office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
31 (b)	Labour	Minimum Wage notified by the Labour and Employee's State Insurance Department of Government of Odisha, India.			5%
31 (c)	POL	Official retail price of HSD at nearest IOCL/ HPCL/ BPCL Consumer Pump			5%

		Depot.			
31 (d)	Plant and Machinery	All India Whole sale price index for Manufacture of Machinery for Mining, Quarrying and Construction as published by the Office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			
Total :					100%

* Values to be filled up at the time of drawl of contract.

** Values to be filled up in the bid document.

6.90 Miscellaneous clauses

1. The Contractor shall be responsible for the safety and safe operations of all civil structures and electrical & mechanical equipment and installations and distribution Assets.
2. Maintaining the Water Supply and Distribution System in accordance with the Agreement and handing over to General Manager, WATCO Division, Cuttack in good and working condition on completion of the Term of Agreement.
3. Contractor is permitted to avail unavoidable shut down for preventive maintenance of electrical, mechanical equipments, W.T.P. pipeline & distribution system with the permission of **General Manager, WATCO Division, Cuttack**.
4. AII types of minor repairs to the mechanical & electrical equipments shall be attended by the contractor including providing of spare parts, repairs, etc. The minor repairs referred to in this clause covers the following:
5. In case of civil structures minor repair shall mean minor damages to civil structure, including sweating to water storing structures, need of plastering, painting of structure, replacement of broken glasses of ventilators, repairs to doors and windows, removal of joint leakages of pipes which do not need replacement of pipe, replacement of air valve bolts, replacement of gland packing to valves, repairs to railing, replacement of lightening conductor etc.

6. In case of mechanical and electrical equipments minor repairs shall mean replacement of HRC fuses, tightening of electric connections, replacement of contacts of starter / OCB, topping up of oils in ATS starters / transformer, replacement of gland packing to valves & VT pumps tightening of foundation bolts of pumps, replacement of cable lugs, replacement of silica gel of transformer, replacement of indicator bulbs, knobs / handles of switches on panel, replacement of gland packing to C/F pump, replacement of bush and couple bolts of C/F pump, replacement of pressure gauges, tightening of lugs and connection of capacitor etc.
7. The contractor should keep the necessary spare-parts in his stock during the term of agreement.
8. Preventive maintenance required for all electrical & mechanical equipments shall be attended by the contractor at his cost. Responsibility of faults due to lack of preventive maintenance lies on the contractor. All planning of shutdowns etc. shall be as per the directives from Managing Director, **General Manager, WATCO Division, Cuttack** or his authorised Representative.
9. The General Manager, WATCO Division, Cuttack reserves the right to ask the contractor to discontinue any worker/labour for misbehavior/misconduct or negligence on duty. In any case the workers should not be found intoxicated condition. They should be medically fit and the contractor shall ask a medical fitness certificate from the competent authority before engaging any worker. Managing Director/ General Manager, WATCO Division, Cuttack shall have the authority to ask the contractor to change any employee who is found physically technically unfit for the job. And the said instructions shall be followed by the Contractor.
10. Contractor shall maintain instructions book at Water Treatment Plants, pumping stations to receive the instruction/orders from the Managing Director /General Manager, WATCO Division, Cuttack . The instructions/orders, given in the register should be complied immediately.

11. Essential and break-down maintenance/repair works shall have to be carried out continuously irrespective of day and night to put the machines in working order in shortest possible time. If required, in such cases, contractor will have to increase the staff. No extra payment will be made by dept. for increasing the staff, no over time wages for such extra work will be borne by the dept. During break down maintenance staff shall not leave the premises without permission of Managing Director.
12. Good house keeping shall be maintained in Water Treatment Plant, Head works, pumping station & its premises.
13. Contractor shall have to maintain proper illumination in the premises of all pumping station reservoirs, water treatment plants for above maintenance contractor shall keep in his stock illumination material, such as bulbs, chocks, igniters, cable, switches and required cable.
14. Contractor shall carry out maintenance and repair works in all shifts such as replacement of fuses, glands, packing, oiling, rectification of fault in electrical and electronic circuits, arresting sparking. Gland packing of all sluice valves shall be replace and immediately if any leakage is found. Similarly oil leakage from gear boxes, transformer etc shall be attended immediately.
15. Contractor shall maintain the water treatment plant & pumping machinery in good operational condition clean round the clock, specifically it should be checked that aeration fountain & notches and lounders of clarifier are free from algae and filter bed should not have any mud balls. Back washing should be taken as soon as the designed head loss is exceeded or once in 24 hours whichever comes first. Alum solution tank & alum solution pipeline should be maintained clean & its machinery should be in operating condition. Alum solution pipeline must be flushed thoroughly after every use.
16. Contractor shall arrange for back washing of filter beds and desludging of clariflocculator as per requirement for which all skilled staff shall be arranged by the contractor.

17. When there is break down in water supply or operation of machinery due to negligence or fault of contractor, the Managing Director shall assess the extent of loss. The contractor shall have to restore the loss without disturbing water supply schedule, and the loss will have to be borne by the contractor.
18. If Managing Director /General Manager, WATCO Division, Cuttack fixes time limit for any repairs / work then contractor will have to complete the work within the fixed time at any cost by deputing staff round the clock. If contractor fails to complete that job within the fixed time, penalty @ Rs. 500/- per hour for delay in time limit will be imposed. In this respect the decision of the Managing Director will be final and binding on the contractor.
19. All sundry materials for maintenance and repair, such as cotton waste, rubber packing, gland packing, transformer oil, lubricating oil, Grease, brooms for sweeping will be provided by the contractor. Sufficient stock of these items shall be maintained at all WTPs, pumping stations and substations.
20. After completion of the contract period contractor shall handover the Water Supply and Distribution Assets which was in his possession during the contract period in good & working condition.
21. The responsibility of damages to other services like, telephone, electricity, roads, due to leakages or while removing of leakages, lies with the Contractor, & claims of concerned department shall be settled and paid by the Contractor. Prior permission from respective departments for carrying out any work shall be obtained by the Contractor. It includes the payment of charges payable to the concerned department for such permission.
22. The contractor shall make his own arrangements for drinking water for the labour employed by him and should provide sanitary and other arrangements.
23. The contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of persons employed on the Water Supply and

Distribution Assets and shall maintain the same in good condition suitable for immediate use at any time and shall comply with the following regulation in connection therewith.

24. When work is carried on in proximity to any place where there is risk of drowning, all necessary steps shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of and person in danger.
25. Adequate provision shall be made for prompt first-aid treatment of all injuries likely to be sustained during the course of the work.
26. Where the workers are required to work near machines and are liable to accidents, they should not be allowed to wear loose clothes.
27. The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by MJP the same shall be recoverable from the Contractor forthwith.
28. During the term of agreement and at the termination of the agreement the Water Supply and Distribution Assets should be in perfect working conditions. Under no circumstances the contractor should leave any maintenance work unattended while handing over of the scheme. It is obligatory on part of the contractor that.
29. The Agency personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as of confidential/secret nature.
30. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this office for the same. The agency shall keep this office fully indemnified against the damage by any staff engaged by the Agency. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will

remain with the Agency and this office will in no way be responsible for it or any other clause mentioned above.

- *Notes: -**
- 1. Registration / License under the Contract Labour (Regulation and abolition) Act, 1970 is applicable to Agency employing more than 20 workmen.**
 - 2. "WATCO" as stated above means the Water corporation of Odisha.**

SECTION – 07

SCOPE OF WORK

GENERAL

1. The intent of this Section is to specify the work/O&M items to be covered on '**Percentage Rate Bids**' in conformity with the technical specifications as enumerated in the subsequent clauses for the work "Annual operation and maintenance of 6 MLD WTP excluding Fuel Energy charges, Chemical and Major spare parts at Jagatpur Ward No.48 at CMC, Cuttack". **This includes running of 6MLD Treatment Plant 22 to 24 hours with chemical dosing, chemical dosing pumps, flash mixture, Clariflocculator, Back washing of filter bed, Running of clear water centrifugal pump sets, running of Raw Water V.T. Pump Sets, Runing of Gas chlorination system (Post chlorination), Opeartion of Automation system, Preventive maintenance of plant & equipment, Watch & ward of all units of WTP etc all complete as per the direction of Engineer-in-Charge.**

1.1. **Location:**

Town : **Jagatpur**
District : **Cuttack**
State : **Odisha**

The provisions under this section shall be read in conjunction with the Special Condition of Contract (Section-06) of this DTCN and other documents issued by Public Health Engineering Department, Odisha, which shall also form a part of the Contract.

1.2 **Scope of Work**

The man power of the services provided should be above 21 years of age and not exceeding 60 years.

1. **Supervisor**

He should have past experience in managing man power engaged at such sites. He should liaison with authorities of different departments to run system smoothly and intimate to the higher authority about difficulty if any.

2. **Pump Driver/Electrician**

The Minimum Educational Qualification for Pump Driver will be ITI Certificate with, Electrical Branch from any recognized Institution with experience in running pump sets.

3. **Filter Operator**

He should have experience of operating Treatment Plant, backwash of filter bed at regular interval, operation of valves mixing of chemicals with appropriate doze etc.

4. **Khalasi**

The person should have the experience of operating valves, should be able to help the Pump driver, Filter operator, Fitter Mistry.

5. **Watchman**

Person should have experience in watch and ward.

6. **Chlorine Operator**

He should have past experience in handling chlorine dosing system and adequate knowledge during any exigencies.

7. **SCADA Operator**

He should have past experience in SCADA operation and essential qualification on software must be there.

1.3 Treated Water Quality

The agency shall ensure that the quality of the filtered water, the combined filtrate and clear water existing in the Clear water reservoir shall comply with following standards over the full ranges of output to 100% of the rated capacity:

Sample	Compliance requirements	
Combined filtrate	Turbidity<5 NTU for 5% ile samples Al<0.2 mg/L PH 6.5 to 9.2 (7.82) for 5% ile samples Colour<20Pt/Co scale	<1NTU for 95% ile <0.03 mg/l 95% ile 7.9 to 8.5 95% ile < 5 95% ile
Filtrate from individual Filters	Turbidity<5 NTU A1<0.20 mg/L	
Clear water reservoir	Fecal coliforms 0 / 100 ml Coliform organisms 0/100 ml Free residual chlorine>1.5 mg/L	
Outlet		

- 1.3.1 The agency shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The WATCO shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the agency the deployed person can place their grievance before a Joint Committee consisting of a representative of the WATCO and an Authorized representative of the agency.
- 1.3.2 All minor and periodically maintenance works like change of gland packing , of required make and size , greasing of different parts of pump and motor , replacement of fuse , fused bulbs etc as and when required will have to be carried out by the agency for which rates are included in the schedule/ price bid.
- 1.3.3 The agency is to make all arrangements of periodic and minor maintenance works for which no separate payment will be made to it. These works include maintenance of Pumps, Motors and other electrical and mechanical installation including valves and specials of the Head Works, Treatment Plant and pump houses. These periodic maintenance includes change of gland packing of required make and size, change of worn out nuts and bolts, rubber insersion, change of fuse, fused electric bulbs, greasing of different parts of pump and motor, periodic alignment of pumps and motors, cleaning of settling tanks , back wash of filter bed, delisting of flocculator chamber, cleaning of premises of, WTP, Pump Houses, maintenance of the existing gardens etc all complete as per the direction of Engineer-in-Charge for which the rates are included in the schedule/ price bid.

SECTION – 8**TECHNICAL REQUIREMENTS FOR THE TENDERING AGENCY**

8.1 The tendering agency should fulfill the following technical specifications.

- (a) They should be registered with the appropriate registration authority;
- (b) The Registered Firms/ Companies/ Registered Contractors should have under taken & successfully Completed Works in Govt./PSU sectors of similar type that the bidder must have past experience of either a Water Treatment Plant or Sewage Treatment Plant minimum 5 MLD capacity. In the last 5 years the bidder should have done at least One year Operation & Maintenance of Water Treatment Plant or Sewage Treatment Plants. Moreover experience in Automation Work for Operation is required & Performance Certificate for Operation & Maintenance of Automation Work is mandatory. The firm shall have to submit the performance certificate of above mentioned work under taken by him for satisfactory performance from appropriate authority i.e., not below the rank of Executive Engineer /equivalent.

For clarity it should be given that scope is of operating & preventive maintenance only as the plant is under Defect liability period of the Contractor's who have constructed the same both in case of Water Treatment Plant & Pump house.

- (c) They should have their own Bank Account;
- (d) They should be registered with Income Tax and Service Tax Departments;
- (e) They should be registered with appropriate authorities under Employees Provide Fund and Employees State Insurance Acts.
- (f) They should have any other regulatory clearance (to be specified by the user Department) that may be required for providing manpower services.

SECTION – 9**TERMS AND CONDITIONS OF THE AGREEMENT**

- 9.1 The agreement shall commence from _____ and shall continue till _____ (date) unless it is curtailed or terminated earlier by the authority. The authority reserves the right to terminate this contract at any time due to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements by giving a notice period of three months. The Performance Security Deposit shall be forfeited in case of termination of agreement due to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc.
- 9.2 The agreement shall automatically expire on _____ (date) unless extended further by the mutual consent of the Agency and the Authority. In case of mutual agreement, such agreement can be further extended for a period of twelve months at the same proportionate rates for which original contract was executed.
- 9.3 The agency shall not be allowed to transfer, assign, pledge or subcontract the rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
- 9.4 The agency will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of agreement making it liable for legal action besides termination of the Agreement and forfeiture of Performance Security Deposit.
- 9.5 Deleted.
- 9.6 The agency shall ensure that in case of leave or absent of the person deployed substitute arrangement is to be provided immediately without any additional cost.
- 9.7 The agency should follow the labour rules, regulations in force and provide weekly holidays to manpower engaged by engaging suitable manpower in rotation.
- 9.8 The agency shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption.
- 9.9 The entire financial liability in respect of service provided to the WATCO shall be that of the Agency and the WATCO will no way be liable. It will be the responsibility of the agency to pay to the person deployed during agreement period.
- 9.10 For all intents and purposes, the agency shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the agency shall not have any claim whatsoever like employer and employee relationship against the Department or Office concerned.
- 9.11 The agency shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Department shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by

the agency the deployed person can place their grievance before a Joint Committee consisting of a representative of the Department or office concerned and an Authorized representative of the agency.

- 9.12 The department shall not be responsible for any financial loss or any injury to any person deployed by the Agency in the course of their performing the functions / duties, or for payment towards any compensation.
- 9.13 The persons deployed by the agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the agreement.
- 9.14 In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the agency shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
- 9.15 The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the agency.
- 9.16 The agency must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted along with the technical bid. The agency shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.
- 9.17 The agency shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his / her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the agency. The agency shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
- 9.18 The persons deployed by the Agency should have good police records and no criminal case should be pending against them. The violation of this clause shall call for immediate cancellation of the contract along with forfeiture of Performance Security Deposit.
- 9.19 The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or office concerned. The Agency shall be responsible for any act of indiscipline on the part of the persons deployed. A penalty equal to Rs 1000 for each act of indiscipline shall be levied and corresponding amount shall be deducted from monthly bills in the succeeding month.
- 9.20 The personnel deployed shall be healthy and active. Nobody shall have any communicable diseases.
- 9.21 The personnel deployed shall be smartly dressed in Agency's proper uniform and always with identity card. The agency shall provide fully trained and disciplined personnel.
- 9.22 The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make

the Agency as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract and forfeiture of Performance Security Deposit.

- 9.23 The agency shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker, insurance should be made in favour of the workers as applicable by the Labour Department in respect of the persons deployed by it in the Department or office concerned. The Department or office concerned shall have no liability in this regard.
- 9.24 The agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the WATCO to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Department or office concerned.
- 9.25 The agency shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.
- 9.26 The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act / Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.
- 9.27 In case, the Agency fails to comply with any liability under appropriate law, and as a result thereof, the Department or office concerned is put to any loss / obligation, monetary or otherwise, the Department or office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary terms.
- 9.28 The agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Department or office concerned will have no liability towards non-payment of remuneration to the persons employed by the Agency and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department or office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
- 9.29 In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Agency shall be liable to be forfeited besides annulment of the Agreement.
- 9.30 The agency shall raise the bill, in triplicate, along with duty sheet duly verified by the Departmental officer and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be made within 15 days normally.
- 9.31 The claims in bills regarding Employees State Insurance, Provident Fund, (service tax exempted for W/S related service) etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Department or office concerned.

- 9.32 A penalty amounting to Rs100 per day on account of each delay shall be levied , in case of non-provision of a suitable substitute for the period beyond three working days by the Agency. The corresponding amount shall be deducted from monthly bills in the succeeding month.
- 9.33 The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
- 9.34 In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
- 9.35 All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.

SCHEDULE – A

**APPLICATION – TECHNICAL BID
For Outsourcing of Services to WATCO
(To be filled by the agency)**

1. Name of Tendering Agency:.....

2. Details of Earnest Money Deposit :
.....
.....

3. Name of Proprietor / Partner / Director:
.....
.....

4. Full Address of Register Office:
.....
.....

Telephone No	:
Mobile No	:
FAX No	:
E-Mail Address	:

5. Full Address of Operating / Branch Office :
.....
.....

Telephone No	:
FAX No	:
E-Mail Address	:

6. Name & telephone No. of Authorized officer / person to liaise with Field Office (s) :
.....
.....

7. Banker of the Agency:
(Attach certified copy of statement of A/c
For the last Three years).

Telephone Number of Banker:

8. PAN / GIR No. :
(Attach attested copy)
9. Service Tax Registration No. :
(Attach attested copy)
10. E.P.F. Registration No. :
(Attach attested copy)
11. E.S.I. Registration No. :
(Attach attested copy)
12. Additional information, if any:
(Attach separate sheet if space provided is insufficient).
13. Give details of the major similar contracts handled by the tendering Agency during the last three years in the following format.

(If the space provided is insufficient, a separate sheet may be attached)

Sl.No.	Name of client, address, telephone & Fax No.	Manpower service provided		Amount of contract (Rs. In Lakhs)	Duration of contract	
		Type of manpower	No.		From	To

14. Additional information, if any
(Attach separate sheet, if required)

Date:
Place:

Signature of authorized person
Name:
Seal:

SCHEDULE – B**FINANCIAL STATEMENT****[To be given separately for each constituent Firm]**

The Firms/ Companies/ Registered Contractors to provide the service should have experience in successful supply of man power / successfully executed any P.H. Work should have annual financial turnover of not less than **Rs.54.63 Lakhs** in any one year in execution of works during last 5 (five) years and the turnover need to be certified by Chartered Accountant. Weightage @ 10% per year shall be given on the annual turnover of the preceding years.

- 1) Name of Applicant:
- 2) Total turnover & Annual value of civil construction works, undertaken for each of the last five years and projected for current year.

[Rs.in lakhs]

YEAR	Total Turnover	Remarks
2022-23		
2021-22		
2020-21		
2019-20		
2018-19		

Signature of Chartered Accountant

SCHEDULE – C

DECLARATION

1. I,Son / Daughter / Wife of Shri..... Proprietor / Director / authorized signatory of the Service Provider, mentioned above, am competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / We, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. All the persons deployed by us shall have good police records and no criminal case shall be pending against them.
5. We have gone through the draft agreement and are in consent with the terms and conditions specified therein. We shall not propose for any change at the time of execution of the agreement.

Date:

Signature of authorized person

Place:

Name:

Seal:

SCHEDULE – D**AFFIDAVITS / DECLARATION**

1. I/We have read the instructions appended in the DTCN.
2. I/We agree that the decision of the Govt. of Odisha in selection of contractors will be final and binding upon me/us.
3. All the information furnished herewith are correct to the best of my/our knowledge and belief. In case of any information or documents furnished found to be false or incorrect, I / we have no objection if my / our tender is rejected.
4. I/We agree that I/We have no objection if inquiries are made about construction work and its related areas regarding all projects and works listed by us in the accompanying sheets or any other enquiry on information furnished herewith in the accompanying sheets.
5. I/We agreed that I/We have no objection if our past construction works are inspected by any authority of Govt. of Odisha to assess the quality of construction.

Date:

Place:

Signature
Name & Designation
Name of the organisation

SCHEDULE -E

ANY OTHER INFORMATION, IF ANY

SCHEDULE – F**FORM OF BANK GUARANTEE
[Additional Performance Security]**

To
The General Manager,

_____.

WHEREAS:

- (A) _____ [name and address of contractor] (hereinafter called the "**Contractor**") has executed an agreement (hereinafter called the "Agreement") with the [**General Manager, WATCO Division, Cuttack** , representing Managing Director, WATCO, Bhubaneswar], (hereinafter called the "**Authority**") for the construction of the work "**Annual operation and maintenance of 6 MLD WTP excluding Fuel Energy charges, Chemical and Major spare parts at Jagatpur Ward No.48 at CMC, Cuttack**" subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Construction Period & Defects Liability Period} (as defined in the Agreement) in a sum of Rs. _____ Lakh (Rupees _____ Lakh) (the "**Guarantee Amount**").
- (C) We, _____ through our branch at _____ (the "Bank") have agreed to furnish this bank guarantee (hereinafter called the "Guarantee") by way of Additional Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Construction Period & Defects Liability Period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the

Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of [General Manager, **WATCO Division, Cuttack**], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation 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 Contractor or any other forbearance, indulgence, act or omission on the part of the

Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall cease to be in force and effect on ****\$. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

§ Insert date being 30 (Thirty) Months from the date of issuance of this Guarantee (in accordance with Clause 23.4 of the Section 2(B) & Clause 6.22 of Section 6).

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this _____ day of _____, 20_____ at _____.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.
- (iii) The stamp papers of appropriate value shall be purchased in the name of bank who issues the "Bank Guarantee".
- (iv) The bank guarantee shall be from a Nationalised/ Scheduled Indian Bank with **counter guaranteed** by its branch at **Cuttack**.

Executive Instruction regarding calling for and acceptance of tenders in e-Procurement in Govt. of Odisha.

**Government of Odisha
Works Department**

Office Memorandum

File No.07556900042013 (Pt-II) – 7885/W Dated 23.07.2013

Sub: Codal Provision regarding e-Procurement

After introduction of e-procurement in Government of Odisha, necessary guidelines / procedures has been issued in Works Department Office Memorandum No.1027 dt.24.01.2009 which consists of the procedural requirement for e-procurement of tenders. After careful consideration Government have been pleased to make following modifications to codal provisions by way of addition as Appendix – IX(A) of OPWD Code Vol.II) as follows:

(Appendix-IX (A) of OPWD Code, Vol-II)

Executive instructions regarding calling for and acceptance of tenders in e-Procurement.

1. This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Tender Call Notice or Instruction to Bidder for all "works" tenders hoisted in the portal.
2. The e-procurement portal of Government of Odisha is "<https://tendersodisha.gov.in>".
3. Use of valid Digital Signature Certificate of appropriate class (Class II or class III) issued from registered certifying authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra is mandatory for all users.
4. The DSC issued to the Department users is valid for the period of two years only. All the Department users are responsible to revalidate their DSC prior to expiry.
5. For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.
6. Government after careful consideration have decided to hoist all tenders costing 10 lakhs or above in the e-procurement portal. This will be applicable across all Engineering Departments such as Works Department, Department of Water Resources, Rural Development and Housing & Urban Development Department. Government of Odisha also welcomes hoisting of tenders by any other departments, authority, corporations, local bodies etc. of the State with prior approval from Works Department. Works

Department is the Nodal Department for the implementation of e-Procurement in the State.

7. The e-procurement shall be operated compliant to relevant provisions of OGFR/ OPWD code/ Accounts code/ Government statues including any amendments brought from time to time to suit to the requirement of the best national practice.
8. Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value added services in future.
9. Contractor not registered with Government of Odisha, can participate in the e-Procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.
10. For the role management "Department" is the Administrative Department, Organisation or wing is the Chief Engineer or highest tender accepting authority or equivalent officer, Division is the General Manager or equivalent Officer and Subdivision is the Assistant Engineer or equivalent officer.
11. The e-Procurement software assigns roles for operation of the module for specific function. The terminologies used in the portal and their respective functions in the software are as follows.
 - 11.1 Application Administrator (NIC & State Procurement Cell)
 - i. Master Management
 - ii. Nodal Officer Creation
 - iii. Report Generation
 - iv. Transfer of Officer's login ID.
 - v. Blocking & unblocking of officer's and bidder's login ID.
 - 11.2 Nodal Officer (At organization level not below the Superintending Engineer or equivalent rank)
 - i. Creation of Users
 - ii. Role Assignment
 - iii. Report Generation
 - iv. Transfer of Officer's login ID.
 - v. Blocking & unblocking of officer's Login ID.
 - 11.3 Procurement Officer Publisher (Officer having tender inviting power at any level)
 - i. Publishing of Tender
 - ii. Publishing of Corrigendum / addendum / cancellation of Tender
 - iii. Bid Clarification
 - iv. Uploading of Pre-Bid minutes.
 - v. Report generation.
 - 11.4 Procurement Officer Administrator (Generally sub-ordinate officer to Officer Inviting Tender)
 - i. Creation of Tender

- ii. Creation of Corrigendum / addendum / cancellation of Tender
 - iii. Report generation.
- 11.5 Procurement Officer Opener (Generally sub-ordinate officer to Officer Inviting Tender)
- i. Opening of Bid
- 11.6 Procurement Officer Evaluator (Generally Sub-Ordinate Officer to Officer Inviting Tender)
- i. Evaluating Bid
- 11.7 Procurement Officer-Auditor (Procurement Officer Publisher and/or Accounts Officer / Finance Officer)
- i. To take up auditing

12. NOTICE INVITING BID (NIB) or INVITATION FOR BID (IFB):

- 12.1 The Notice Inviting Bids (NIB) and Bid documents etc., shall be in the Standard formats as applicable to conventional Bids and will be finalized / approved by the officers competent as in the case of conventional Bids.
- 12.2 The officers competent to publish NIB in case of conventional Bids will host the NIB in portal. Simultaneously, a notification should also be published in the newspapers, as per existing rules preferably, in the following format, to effect economy:-

Government of Odisha "e" procurement Notice	
Bid Identification No.-----	
1.	Name of the work:
2.	Estimated cost: Rs.
3.	Period of completion -----
4.	Date & Time of availability of bid document in the portal _____
5.	Last Date / Time for receipt of bids in the portal _____
6.	Name and address of the O.I.T.:.....
Further details can be seen from the e-procurement portal " https://tendersodisha.gov.in "	

- 12.3 The tender documents published by the Tender Inviting Officer (Procurement Officer Publisher) in the website <https://tendersodisha.gov.in> will appear in the "Latest Active Tender". The Bidders/ Guest Users can download the Bid documents only after the due date & time of sale. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Notice inviting Bid' after which the same will be removed from the list of "Latest Active tenders".

13. ISSUE OF ADDENDA/ CORRIGENDA/ CANCELLATION NOTICE:

- 13.1 The Procurement Officer Publisher (Officer Inviting Tender) shall publish any addendum/ corrigendum/ cancellation of tender in the website

<https://tendersodisha.gov.in>, notice board and through paper publication and such notice shall form part of the bidding documents.

- 13.2 The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to watch the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender Inviting Authority is not responsible for communication failure of system generated mail.

14. CREATION AND PUBLISHING OF BID:

- 14.1 All the volumes/documents shall be uploaded in the portal by the tender creating officer (Procurement Officer Administrator) and published by the Officer Inviting Tender (Procurement Officer Publisher) using their DSCs in appropriate format so that the document is not tampered with

- 14.2 The tender document comprise the notice inviting tender, bid document/ SBD, drawings in .pdf format and the schedule of quantities / BoQ in .xls format to be uploaded by the Officer Inviting Tender.

- 14.3 Procurement Officer Administrator creates tender by filling up the following forms:

i. BASIC DETAILS

- ii. COVER CONTENT: The Procurement officer Administrator should briefly describe the name and type of documents to be uploaded by the bidder in the following format:

(a) For Single Cover/Packet:

Sl No	Cover Type	Document Description	Type
1	Fee/ Prequal/ Technical/ Finance	Tender Cost, EMD, VAT, PAN, Contractor RC	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN.	.pdf
		BoQ	.xls

(b) For Two Cover/Packet:

Sl No	Cover Type	Document Description	Type
1	Fee/ Prequal/ Technical	Tender Cost, EMD, VAT, PAN, Contractor RC	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN.	.pdf
2	Finance	BoQ	.xls
		Special condition if any specifically mentioned by Officer Inviting Tender	.pdf

- iii. TENDER DOCUMENT: The Procurement Officer Administrator should upload the NIT in .pdf format.
- iv. WORK ITEM DETAILS
- v. FEE DEATILS: The Procurement Officer Administrator should mention the cost of tender paper and EMD amount as laid down in DTCN/SBD.

- vi. CRITICAL DATES: The Procurement Officer Administrator should mention the critical dates of tender such as publishing date, document download start date & end date, seek clarification start date & end date (optional), bid submission start date & closing date, bid opening date as per DTCN/SBD.
- vii. BID OPENER SELECTION: The Procurement Officer creator can select two / three / four bid openers for a particular bid. If required the bid openers can also be selected within an organization from other procurement units (Circles /Divisions).
- viii. WORK ITEM DOCUMENTS: The Procurement Officer Administrator should upload the digitally signed tender document (SBD/DTCN) or any other addition document/drawings in .pdf format and Bill of Quantities in .xls format.
- ix. PUBLISHING OF TENDER: The Procurement Officer Publisher shall publish the tender using his/her DSC after detail scrutiny of the fields created and documents uploaded by the Procurement Officer Administrator. Procurement Officer Publisher can publish tenders for multiple procurement units using multiple DSCs procured for each post separately. After being relieved from the additional charges he has to surrender the additional DSCs to the Nodal Officer of the concerned organisation.

15. PARTICIPATION IN BID:

15.1 PORTAL REGISTRATION: The Contractor/Bidder intending to participate in the bid is required to register in the portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital signature certificate (DSC) to his/her unique Login ID. He/She has to submit the relevant information as asked for about the firm/contractor. The portal registration of the bidder/firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) PAN and (ii) Registration Certificate (RC) / VAT Clearance Certificate (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ VAT Clearance. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.

15.1.1 Bidders participating through Joint Venture shall declare the authorised signatory through Memorandum of Understanding duly registered and enrol in the portal in the name and style of the Joint venture Company. It is mandatory that the DSC issued in the name of the authorised signatory is used in the portal.

15.1.2 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 process that are undertaken through the e-Procurement system irrespective of who operates the system.

15.2 LOGGING TO THE PORTAL: The Contractor/Bidder is required to type his/her *Login ID* and password. *The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication.* 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 Login ID, password and DSC combination and authenticates the login process for use of portal.

15.3 DOWNLOADING 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 before the closing date and time of submission.

15.4 CLARIFICATION ON BID: The bidder may ask question related to tender online in the e-procurement portal using his/her DSC; provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer Inviting the Bid / Procurement Officer-Publisher will clarify queries related to the tender.

15.5 PREPARATION OF BID

15.5.1 The bids may consist of general arrangements drawings or typical or any other drawings relevant to the work for which bid has been invited. Bidder may download these drawings and takeout print for detail study and preparation of his bid. Any other drawings and documents pertaining to the works available with the Officer Inviting The bid will be open for inspection by the bidders.

15.5.2 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.

15.6 PAYMENT OF EMD/BID SECURITY AND COST OF BID DOCUMENTS:

15.6.1 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/printed pages of the bid security and up load the same in portable document format (PDF) to the system in designated place of the technical BID. Furnishing scanned copy of such documents is mandatory otherwise his/her bid shall be declared as non-responsive and liable for rejection.

15.6.2 The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document. The validity period of the EMD or Bid Security shall be as mentioned in the bid document. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in the bid document shall be rejected as non-responsive. The bid security shall be retained till such time the successful bidder furnishes Initial Security Deposit (ISD) or Performance Security acceptable to the Officer Inviting the Bid. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. The Bid security in the form of FD / BG shall be from a Nationalized Bank valid for a period of 45 days beyond the validity of the bid. Bid security in other form is acceptable if the bid documents provides for it.

- 15.6.3 The Fixed Deposit / Bank Guarantee or any other form as mentioned in detailed tender call notice in respect of Earnest Money Deposit / Bid Security and the Bank Draft in respect of cost of Bid are to be scanned and up loaded in portable document format (PDF) along with the bid.
- 15.6.4 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.
- 15.6.5 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
- 15.6.6 Government of Odisha has been actively considering integrating e-payment gateway in to the portal for payment of Cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway shall be issued separately after it is established.

16. **SUBMISSION OF BID:**

- 16.1 The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid & a Financial Bid. The Technical bid generally consist of cost of Bid documents, EMD/ Bid Security, VAT, PAN / TIN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works, work in hand, list of machineries, and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/undertaking including rebates.
- 16.2 Bidders are to submit only the original BoQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion / modification. Multiple BoQ submission by bidder shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.
- 16.3 The bidder shall upload the scanned copy/copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
- 16.4 The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BoQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective item(s) without any blank cell in the rate column in case of item rate tender and type

percentage excess or less up to two decimal place only in case of percentage rate tender.

16.5 The bidder shall log on to the portal with his/her DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents.

16.5.1 Bids cannot be submitted after due date and time. The bids once submitted can not be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids can not be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.

16.5.2 Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.

16.5.3 The Bidder should ensure clarity/legibility of the document uploaded by him to the portal.

16.5.4 The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.

16.5.5 The bidder should check the system generated confirmation statement on the status of the submission.

16.5.6 The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.

16.5.7 The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.

16.5.8 The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the part of the Bidder to up-load the drawings and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid.

16.5.9 The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and 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.

16.6 **SIGNING OF BID:** The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false / fabricated / bogus, his EMD/Bid Security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

17. **SECURITY OF BID SUBMISSION:**

17.1 All bid uploaded by the Bidder to the portal will be encrypted.

17.2 The encrypted Bid can only be decrypted / opened by the authorised openers on or after the due date and time.

18. **RESUBMISSION AND WITHDRAWAL OF BIDS:**

- 18.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
- 18.2 Resubmission of bid shall require uploading of all documents including price bid afresh.
- 18.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- 18.4 The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.
- 18.5 The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

19. OPENING OF THE BID:

- 19.1 Bid opening date and time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.
- 19.2 All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.
- 19.3 The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.
- 19.4 In the event of the specified date of bid opening being declared a holiday for the Officer Inviting the Bid, the bids will be opened at the appointed time on the next working day.
- 19.5 Combined bid security for more than one work is not acceptable.
- 19.6 The electronically submitted bids may be permitted to be opened by the predefined Bid opening officer from their new location if they are transferred after the issue of Notice Inviting Bid and before bid opening. Further, action on bid documents shall be taken by the new incumbent of the post.
- 19.7 In case of non-responsive tender the officer inviting tender should complete the e-Procurement process by uploading the official letter for cancelled / re-tender.

20. EVALUATION OF BIDS :

- 20.1 All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that "the documents as available in the portal containing _____ nos. of pages".
- 20.2 The bidder may be asked in writing/ online (in their registered e-mail ids) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the

Bidder's price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.

- 20.3 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.
- 20.4 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.
- 20.5 The Procurement Officer-Evaluators; will evaluate bid and finalize list of responsive bidders.
- 20.6 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.
 - 20.6.1 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.
 - 20.6.2 At the time of opening of "Financial Bid", bidders whose technical bids were found responsive will be opened.
 - 20.6.3 The responsive bidders' name, bid prices, item wise rates, total amount of each item in case of item rate tender and percentage above or less in case of percentage rate tenders will be announced.
 - 20.6.4 Procurement Officer-Openers shall sign on each page of the downloaded BoQ and the Comparative Statement and furnish a certificate to that respect.
 - 20.6.5 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.
 - 20.6.6 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer / Head of Department.

21. **NEGOTIATION OF BIDS:**

- 21.1 For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdown of unit rates.

22. **NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:**

- 22.1 The Employer/Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This Letter of Acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution & completion of the Works by the contractor as prescribed by the contract & the amount of Performance Security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.

22.2 The Contractor after furnishing the required acceptable Performance Security & Additional Performance Security, "Letter to Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer – Publisher. The Procurement Officer-Publisher shall up load the summary and declare the process as complete.

22.3 If the L-1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium / JV / firm where such an agency / firm already happens to be or is going to be a partner/member/proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him / them. In that case, the L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder, otherwise the tender will be cancelled.

23. **BLOCKING OF PORTAL REGISTRATION:**

23.1 If the Registration Certificate of the Contractor is cancelled /suspended by the registering authority/ blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.

23.2 The portal registration blocked in the ground mentioned in the above Para-23.1 shall be unblocked automatically in receipt of revocation order of cancellation / suspension/ blacklisting from the concerned authority.

23.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech.) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.

23.3.1 Fails to furnish original Technical / Financial (Tender Paper Cost, EMD/Bid Security) instruments before the designated officer within the stipulated date and time.

23.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period.

23.3.3 Fails to execute the agreement within the stipulated date.

23.3.4 If any of the information furnished by the bidder is found to be false / fabricated / bogus.

Accordingly the Officer Inviting Tender shall recommend to the Chief Manager (Tech.), State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix- XXXIV of OPWD Code, Volume-II.

24. **GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:**

24.1 UNBLOCKING OF PORTAL REGISTRATION:

Unblocking of portal registration of a contractor shall be done by a Committee consisting of the following members.

EIC (Civil)-cum-CPO,	-	Chairman
Engineer-in-Chief (WR)	-	Member
Concerned Chief Engineer	-	Member
Sr. Manager (Finance), SPC	-	Member
Officer Inviting Tender	-	Member
Chief Manager (Technical), SPC	-	Convener

24.2 The Chief Manager (Tech), State Procurement Cell will be the convener and he will maintain all records for this purpose. The Committee shall meet not less than once in a month if required & shall consider the recommendation of the officer inviting tender for unblocking of portal registration. The quorum of the meeting will be four.

24.3 The minimum period of blocking of Portal Registration shall in no case be less than 90 days. After blocking of Portal Registration, the Contractor whose Portal Registration has been blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his portal registration along with a Treasury Challan showing deposit of Rs. 10,000/- (Rupees ten thousand) only (non-refundable) under the head of accounts '0059 - Public Works' as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager (Tech), State Procurement Cell.

24.4 On receipt of recommendation from the concerned Chief Engineer along with the copy of challan as mentioned above, the Chief Manager (Tech) being the member Convener of the Committee shall place the case before the Committee for examination and taking a decision in this regard. After examination the Committee may recommend for unblocking of the portal registration of said contractor if the Committee is satisfied that the fault committed by the contractor is either unintentional or done for the first time.

24.5 After scrutiny by the State Procurement Cell if it is found that the portal registration of a contractor has been blocked for the 2nd time the Chief Manager (Tech), SPC may not consider his case to be placed before the Committee and may advise the concerned officer inviting tender to issue show cause notice to the contractor asking him to explain as to why his portal registration shall not remain blocked. On receipt of show cause reply from the contractor the officer inviting tender shall examine the same & if considered proper he may report to the Chief Manager (Tech), SPC along with his views furnishing the copy of the show cause reply for placement of the same before the Committee for taking a decision in respect of blocking/ unblocking. If the Committee found that the contractor is in habit of committing such fault again and again intentionally the committee may advise the concerned officer inviting tender to initiate proceeding for blacklisting as per the existing rule.

1. These amendments shall take effect from the date of issue of the order.

2. This amendment is an addition to the existing provision and will be placed below Appendix-IX to OPWD Col, Vol-II.
3. Accordingly Office Memorandum No.1027 dt.24.01.2009 stands modified.
4. This has been concurred in by the Finance Department vide their UOR No.3-WF-1 dt.04.01.2013.

Sd/19.07.2013
E.I.C-cum-Secretary to Govt.

**Online Receipt of Tender Paper Cost & Earnest Money Deposit
through e-Procurement Portal
as per Works Department Letter No.17276/W Dt.06.12.2017**

**Government of Odisha
Works Department**

Office Memorandum

File No.07556900012016–17254/W Dt.05.12.2017

Sub: Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids.

1. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "<https://tendersodisha.gov.in>".
2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as **SBI/ICICI Bank/HDFC Bank** for all Government Departments, State PSUs. Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below :
 - a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids**.
 - b) Various payment modes like **Internet banking/ NEFT/RTGS** of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
 - c) Reporting and accounting of the **e-receipts** will be made from a single source.
 - d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.
3. Only those bidders who successfully remit their **Cost of Tender Paper and Earnest Money Deposit on submission of bids would be eligible to** participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.
4. **Banking arrangement:**

- a) Designated Banks (**SBI/ICICI Bank/HDFC Bank**) payment gateway are being integrated with e-Procurement portal of Government of Odisha (<https://tendersodisha.gov.in>)
- b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids** will nominate a **Focal Point Branch** called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.

5. Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder:

- a) **Log on to e-Procurement Portal:** The bidders have to log onto **the** Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
- b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.
- c) **Electronic payment of tender paper cost and EMD:** Then the bidders have to select and submit the bank name as available in the payment options
 - i. A bidder shall make electronic payment using his/her **internet banking** enabled account with designated Banks or their aggregator banks.
 - ii. A bidder having account in other Banks can make payment using **NEFT/RTGS** facility of designated Banks.
 - Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.
- d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
- e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of '**Bid ID**' generated in the acknowledgement receipt for tracking their bid status.

6. Settlement of Cost of Tender Paper;

- a) **Cost of Tender Paper:** In respect of Government receipts on account of **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State

Procurement Cell shall generate Bank-wise-head-wise challans separately for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc, General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.

- b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.
- c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.
- d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.
- e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure.

7. **Settlement of Earnest Money Deposit on submission of bids:**

- a) The Bank will remit the **Earnest Money Deposit on submission/cancellation of bids** to respective bidders accounts as per direction received from TIA through e-procurement system.

8. **Forfeiture of EMD :**

Forfeiture of **Earnest Money Deposit on submission of bid** of defaulting bidder is occasioned for various reasons.

- a) In case the **Earnest Money Deposit on submission of bid** is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.
- b) The Tender inviting authorities of the Government Departments will deposit the forfeited **Earnest Money Deposit on submission of bid**, in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc. General Services-00-101 -Unclaimed Deposits-0097-Misc,

Receipts-02080-Misc. Deposits and submit the detail account to DAG (Puri) as a deposit of the Division.

- c) By clicking submit button, system will initiate the forfeiture of EMD. System will not allow the evaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.

9. Role of the Banks:

- a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.
- b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.
- c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.
- d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.
- e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

10. Role of State Procurement Cell:

- a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization.
- b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.
- c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.
- d) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments / State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.
- e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.
- f) e-procurement system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.

- g) Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day
- h) e-procurement system will update the status accordingly for reconciliation report.

11. Role of National Informatics Centre :

- a) Customize e-Procurement software and web-pages of Government of Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment.
- b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.
- c) NIC will provide an interface to organisations to download the electronic receipt data.
- d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorised Banks for enabling automatic refund/settlement of funds.
- e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury portal.

12. Role of Cyber Treasury :

- a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G (O) as per the established process.
- b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.

13. Redressal of Public grievances :

- a) The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD, either suo moto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics Centre, Odisha unit, Cyber Treasury and the bank will promptly take steps for rectification. The e-Focal Point Branch of the participating Banks, National Informatics Centre, Odisha and the State Procurement Cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-Receipt.

14. Applicability and modification of existing rules / orders:

The modalities prescribed in this Office Memorandum for downloading of tender paper, submission and rejection of bid, acceptance of Bids as well as refund and forfeiture of earnest deposit will be applicable for electronic submission of bids through e-procurement portal. Existing provisions regulating cost of tender paper, earnest money deposit in OPWD Code and OGFR would stand modified to the extent prescribed.

- 15.** These arrangements would be made effective after signing of MoU between the designated Banks and the State Procurement Cell, firming up of Banking arrangements and technical integration between designated Bank and e-Procurement Portal.
1. This shall take effect from the date of issue of this Office Memorandum.
 2. Accordingly, relevant existing codal/ contractual provision exist vide Office Memorandum No.6785/W Dt.09.05.2017 of Works Department stands modified to the above extent.
 3. This has been concurred in by the Finance Department vide their UOR No.-39-WF-I Dt.09.11.2017.

Sd/05.12.2017
E.I.C-cum-Secretary to Govt.

[For any Technical related queries please call at Help desk numbers of State Procurement Cell (SPC), Govt. of Odisha – 1800 3456 765, 0674-2530998, 2530996]

ANNXURE-I of Appendix - IV**Back-end Transaction Matrix of Electronic receipt and remittance of Cost of Tender Paper and Earnest Money Deposit on submission of bids.**

	Cost of Tender Paper on submission of bids	Earnest Money Deposit on submission of bids
Government Departments	<p>I. The payment towards the cost of Tender Paper, in case Government Departments, shall be collected in separate Pooling accounts opened in Focal Point Branch called e-FPB of respective designated banks [as stated in Para 2] at Bhubaneswar on T+1_day.</p> <p>II. With reference to the Notice Inviting Tender/ Bid Identification Number, the amount so realized is to be remitted to Government Account under the Head Of Account 0075-Misc. General Services-800-Other Receipts-0097-Misc. Receipts-02237-Cost of Tender Paper through Odisha Treasury Portal after opening of the bid.</p>	<p>I. In case of tenders of Government Departments, amount towards Earnest Money Deposit on submission of bids shall be collected in a pooling account opened for this purpose at Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account within two working days on receipt of instruction from TIA through refund and settlement of e-procurement system.</p> <p>II. In case of forfeiture of Earnest Money Deposit on submission of bids, the e- Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.</p>
State PSUs Statutory Corporations, Autonomous Bodies and Local Bodies.	<p>I. In case of State PSUs, Statutory corporations, Autonomous Bodies and Local Bodies etc. the amount towards Cost of Tender Paper, on submission of bids shall be collected in separated pooling accounts opened in Focal Point Branch called e-FPB of respective designated Banks at Bhubaneswar on T+1 days.</p> <p>II. The Paper cost will be transferred to the respective current accounts of concerned State PSUs, Statutory Corporation, Autonomous Bodies and Local Bodies etc. after opening of bid.</p>	<p>I. Amount towards EMD on submission of bids shall be collected in a separate pooling account of Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account on receipt of instruction from TIA through refund and settlement of e-procurement system within two working days from receipt of such instruction.</p> <p>II. In case of forfeiture of Earnest Money deposit on submission of bids, the e- Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.</p>