



GOVERNMENT OF ODISHA

**HOUSING & URBAN DEVELOPMENT DEPARTMENT
PUBLIC HEALTH ENGINEERING ORGANISATION**

**OFFICE OF THE ENGINEER-IN-CHIEF, PUBLIC HEALTH
ODISHA, BHUBANESWAR
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**REQUEST FOR PROPOSAL (RFP)
FOR PREPARATION OF
DETAILED PROJECT REPORT
FOR
"IMPROVEMENT OF WATER SUPPLY TO BALASORE MUNICIPALITY.**

**COST OF BID DOCUMENT
Rs.6, 000/- + 5% VAT = Rs.6,300.00**

JANUARY - 2014

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SECTION-I



GOVERNMENT OF ODISHA

OFFICE OF THE ENGINEER-IN-CHIEF, PUBLIC HEALTH, ODISHA,
BHUBANESWAR.

LETTER OF INVITATION

Lr. No.SOT-129/2013-(PB) 111 Dated 01.02.2014

To

All the 56 consultancy agencies empanelled in the field of water supply & sanitation, sewerage and drainage systems by GoI, Ministry of Urban Development (PHE Section) Letter No.Q-11011/1/2013-PHE dt.7th August, 2013.

Sub: **RFP for preparation of DPR for the work:**
1) Improvement of W/S to Balasore Municipality.
2) Improvement of W/S to Karanjia N.A.C.

Dear Sir (s),

You have been empanelled as an Agency for preparation of DPR in the field of water supply & sanitation, sewerage and drainage systems vide letter No.11011/1/2013-PHE dt.07.08.2013 of MoUD, Govt. of India.

The interested empanelled bidders are requested to participate in the bidding process for preparation of DPRs for the above-stated works and submit their financial proposals (the "Bid") for the aforesaid projects in accordance with the RFP. The RFP documents are available at item "Tenders" in the Website: www.pheoodisha.gov.in which may be downloaded and submit the financial proposal with all required document, EMD along with a Demand Draft drawn on any scheduled bank for Rs.6300/- (Rupees six thousand three hundred only) towards cost of bid document (non refundable) for each work in favour of Executive Engineer, PH Division, Baripada payable at Baripada, Odisha.

Please note that the undersigned reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

Thanking you,

Yours faithfully,

Sd/
Chief Engineer,
Public Health (U) Odisha, Bhubaneswar.

SECTION-II

INSTRUCTIONS TO BIDDER

A. GENERAL

1. Definitions:

- (a) "Employer" means the Public Health Engineering Organisation (PHEO) of the Government of Odisha represented by the Chief Engineer, P.H. (Urban) Odisha, Bhubaneswar or his authorised representative with whom the selected bidder signs the contract for the services.
- (b) "Bidder" means any entity or person that provides the services to the Employer under the contract.
- (c) "Contract" means the contract signed by the parties along with all attached documents listed in the Request for Proposal (Bidding Document Part -I & II).
- (d) "Day" means a calendar day.
- (e) "Government" means the Government of Odisha.
- (f) "Instructions to Bidder" (Section-II of the RFP) means the document which provides short listed agencies all information needed to prepare their proposals.
- (g) "Personnel" means professionals and support staff provided by the agency and assigned to perform the services in full or in any part thereof.
 - i. "Foreign Personnel" means such professionals and support staff, who at the time of being so provided had their domicile outside the Employer's country.
 - ii. "Local Personnel" means such professionals and support staff, who at the time of being so provided had their domicile inside the Employer's country.
- (h) "Proposal" means the Technical Proposal (Bidding Document (Part-I) and the Financial Proposal (Bidding Document (Part-II) – Price Bid).
- (i) "Services" means the work performed by the agency pursuant to the Contract.
- (j) "Terms of Reference" (TOR) means the document included in the RFP as Section-V, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Bidder and expected results and deliverables of the assignment.

2. Introduction:

The Bidders are invited to submit Financial Proposal for preparation of DPR for Improvement of Water Supply to Balasore Municipality in accordance with RFP. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Bidder. Bidders should familiarize themselves with local conditions before preparing their proposals.

Bidder shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. 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 Bidders.

3. Project Background:

BALASORE MUNICIPALITY :

Balasore Town is situated at a distance of 214 Kms away from state capital on the National Highway No. 5 having location at $88^{\circ} - 16'$ East and $20^{\circ} - 43'$ North. It is an Industrial Town having number of medium and small scale industries inside and in the fringe area of the Municipality. A perennial river Sono is flowing in the Western side of Balasore Municipality at a distance of around 19 Kms.

At present water supply to Balasore Town is being provided from 67 Nos. of production wells. There are 631 numbers of public stand posts and 8000 house connections provided from the existing system. The present system covers 28 wards fully and 3 wards partly which is quite inadequate in respect to the demand. Since the ground water quality and quantity is deteriorating day by day, it has been decided to stop extracting ground water and switch over to the surface source from the nearby river Sono.

For mitigating the growing demand of drinking water & for maintaining the better standard of supply in urban areas, the detail project report is to be prepared in order to achieve the overall demand of the town for a design period of 30 years i.e. up to 2045 AD basing on the surface source from river Sono at Kathapal.

The Particular project report deals with the improvement of existing system of water supply, revenue collection, repair & maintenance by switching over from the usual underground source (production wells) to river source by constructing intake well, laying of rising main, constructing treatment plants & service reservoirs and designing the network system etc.

City Profile:

Area	=	50.32 Sq.km
Population (2011)	=	1,44,373
Total household	=	31,740
Total road length	=	487.11 Km (Approx.)
Total no. of wards	=	31

4. Source of Funding:

The work will be funded by Government of Odisha.

5. Eligibility:

The agencies empanelled by the Ministry of Urban Development, Govt. of India vide letter No.11011 dt.07.08.13 for preparing DPRs under various programmers in the field of water supply & sanitation, sewerage and drainage system are eligible to participate in the bidding process.

6. History of Litigation and Criminal Record:

6.1. If any criminal cases are pending against the agency (him/her/ partners) at the time of submitting the bid, then the bid shall be summarily rejected. In such a case, the agency shall submit an affidavit to the effect that the history of litigation, criminal cases pending against him/her/partners furnished by him/her is true.

6.2. In case it is detected at any stage that the affidavit is false, he will abide by the action taken by the Chief Engineer, PH (Urban) Odisha, Bhubaneswar without approaching any court whatsoever for redress. He will however, be given suitable opportunity to offer his explanation before action is taken against him.

7. Agencies shall not be eligible to participate in bidding process in case any of his near relatives are working in the cadre of an Assistant Engineer /Assistant Executive Engineer and above in the Engineering Section or a Senior Assistant and above in the Accounts / Audit / Administrative Sections in Public Health Engineering Organization (PHEO) Odisha.

8. Other Requirements:

8.1. Even if the agency meets other criteria, his proposal shall be summarily rejected if he is found to have misled or made false representation in the form of any of the statements submitted in proof of the eligibility and qualification requirements.

8.2. The bid 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 and / or has participated in previous bidding for the same works and had quoted unreasonably high bid price/premium.

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

9. Original Certificates/Documents:

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

10. Cost of Bidding:

The Agency shall bear all expenses associated with the preparation and submission of his bid and the Chief Engineer, PH (Urban) Odisha, Bhubaneswar shall in no case be responsible or liable for reimbursement of such expenses, regardless of the conduct or outcome of the bidding process.

11. Site Visit:

The Agency is advised to visit and examine **Balasore** town and its periphery area and obtain information for himself at his cost and responsibility all information that may be necessary for preparing the bid and quoting rates.

B. BIDDING DOCUMENTS

12. Bid Documents:

12.1. A set of Bid Documents comprising of the General and the Price Bid includes the following together with all Addenda thereto, which may be issued in accordance with Clause 13 and Clause 14.

PART- I : General & Techno-Commercial Bid

Section I : Letter of Invitation.

Section II : Instruction to Bidder

Section III : Letter of submission of bid

Section IV : Conditions of Contract

Section V : Terms of reference (ToR)

Section VI : Schedules of Supplementary Information

Schedule A - PAN & Details of Service Tax Regd. Certificate

Schedule B - Record of arbitration and Litigation

Schedule C - History of Criminal cases

Schedule D - General Power of Attorney

Schedule E - Affidavit

Section VII : Addenda issued by the Chief Engineer, P.H, (Urban) Odisha, Bhubaneswar.

Price Bid

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

12.3. Schedule of Bidding Process

The Authority shall Endeavour to adhere to the following schedule:

Sl. No.	Event Description	Date & Time
1	Issue of RFP Document	31.01.2014
2	Last date of receiving queries	07.02.2014 up to 5.00 P.M
3	Authority response to queries latest by	13.02.2014
4	Bid Due Date	21.02.2014 up to 2.00 P.M
5	Opening of Bids	21.02.2014 at 4.00 P.M Venue: Office of E-I-C, PH, Odisha, Bhubaneswar
6	Validity of Bids	120 days from the date of opening of price bid

13. Clarification on Bid:

The bidders who intend to seek any clarification on bid will be given the opportunity to communicate their suggestions to the Chief Engineer, P.H, (Urban) Odisha, Bhubaneswar on or before 07.02.2014 up to **5.00 P.M** in writing or by fax or by e-mail cephodisha@gmail.com. The Authority shall

take decision on the clarifications, if necessary; it will be posted in the Website: www.pheoodisha.gov.in. These decisions and conditions shall be binding on all bidders & the same shall also be a part of the agreement. It is to be noted that any bid not conforming to the RFP and the decisions taken as per the clarification or having any additional condition shall be summarily rejected.

14. Amendment of RFP Documents:

At any time prior to the dead line for submission of bid, the Chief Engineer, P.H, (Urban) Odisha, Bhubaneswar may for any reason, whether at its own initiative or in response to the clarifications requested by the prospective agencies, modify the bids documents by issuing an Addendum. Such addenda will be binding upon them.

C. PREPARATION OF BID DOCUMENT

15. Language of the Documents:

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

16. Documents Comprising the Bid:

- (a) General
- (b) Price Bid

17. Sufficiency of Bid:

The agency shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid 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 services / assignments.

18. Preparation of Proposal:

18.1. The Proposal (please see Para 18.2) as well as all related correspondence exchanged by the employer & the agency shall be written in English language.

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

18.3. A description of the approach, methodology and work plan for performing the assignment covering the following subjects shall be furnished:

- a) Technical approach and methodology.
- b) Work plan, and organization (work programme to be furnished in shape of Bar Chart for the period of time proposed for each activity)

19. The Financial Proposal:

- 19.1. The bidders shall quote their offer on 'Lump sum' basis for the phase of services in the prescribed format of the Part-II of the bid document. Price bid in no other format shall be accepted.
- 19.2. The offer shall be inclusive of all costs associated with the assignment including remuneration towards manpower, cost of T&P, logistics, software, hardware, consumables, infrastructure backup etc. The offer shall also be inclusive of all Duties, Levies, Taxes, Service Tax, Cess etc. of the Central and State Govt. Further it shall also include all other expenses incidental thereto for successful accomplishment of the services in conformity with the ToR given at Section-V.
- 19.3. The agencies 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 services included in the ToR diligently to achieve high quality outputs & deliverables within the stipulated time and quote their offer accordingly.
- 19.4. The rate quoted by the Agency shall be firm.

20. Bid Validity:

- 20.1. The bid will remain valid for a period of 120 (One Hundred Twenty) days from the date of opening of Price Bid. The employer will make its best effort to complete negotiations within this period. However, should a need arise, the employer may request the agency to extend the validity period of the proposal.
- 20.2. Agencies who do not agree to this may refuse to extend the validity of their proposals without forfeiting the EMD.
- 20.3. The agency agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his EMD.
- 20.4. The agency who withdraws his bid without a valid reason (to be decided by the authority competent to accept the bid) shall be disqualified for bidding further works under PHEO with forfeiture of EMD.

21. Authorisation, Corrections, Erasures etc. in Bidding Documents:

- 21.1. The bid document shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to bind the agency to the contract. Proof of authorization shall be furnished in the form of a certified copy of Power of Attorney, which shall accompany the bid. All pages of the bid where entries or corrections have been made shall be initialed by the person or persons signing the bid.

- 21.2. The completed bid shall be without any alterations, inter-relations or erasures except those which accord with instructions given by the Chief Engineer, P.H, (Urban) Odisha, Bhubaneswar or as may be necessary to correct errors made by the agency and in the later case, any such correction shall be initialed by the person or persons signing the bid.
- 21.3. Only one bid shall be submitted by an agency. No agency shall participate in the bid of another agency for the same contract in any capacity whatsoever.

22. Earnest Money Deposit/VAT:

- 22.1. The agency shall furnish Earnest Money Deposit (EMD) valuing 1% of the quoted price along with ***Financial Bid Documents***. This EMD must be in the form of Postal Savings Pass Book / NSC / Post Office Time Deposit / Kissan Vikash Patra / Deposit Receipt in a scheduled bank duly pledged in favour of the **Executive Engineer, P.H. Division, Baripada**.
- 22.2. The EMD of unsuccessful agency shall be returned after the bid is finalized or end date of the bid validity period which ever is earlier.
- 22.3. The earnest money deposited by the successful agency will not carry any interest and it will be dealt with as provided in the conditions stipulated in the bid.
- 22.4. The EMD shall be forfeited if (a) a successful bidder fails to sign the Agreement for whatever reason, or (b) a agency withdraws the bid during the validity period of bid.
- 22.5. In consideration of the Executive Engineer / Superintending Engineer / Chief Engineer / Government to investigate and to take into account each bid and in consideration of the work thereby involved, all earnest money deposited by the bidder will be forfeited in the event of such bidder either modifying or withdrawing his bid at his instance within the validity period.
- 22.6. **Service Tax registration Certificate:**

Bidders are required to submit attested copies of valid and up-to-date Service Tax registration Certificate along with their bid, failing which their bids will not be considered.

23. Signing of Bid:

- 23.1. If the bid is made by an individual, it shall be signed with his full name and his address shall be given.

- 23.2. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall sign his own name and in such a case the name and address of each member of the firm shall be given.
- 23.3. If the bid is made by a corporation it shall be signed by a duly authorized officer who shall produce with his bid satisfactory evidence of his authorization. Such a corporation may be required before the contract is executed, to furnish evidence of its corporate existence.
- 23.4. The bid shall contain no alterations or additions, except those to comply with instructions issued by the Bid Inviting Officer, or as necessary to correct errors made by the bidder, in which case all such corrections shall be initialed by the person signing the bid.
- 23.5. No alteration made by the bidder in the contract form, the conditions of the contract, statements / formats accompanying the bid shall be recognized and in case of any alterations made by the bidder, the bid will be void.

24. Clarification on and Amendment to RFP:

At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing through e-mail.

D. SUBMISSION OF BID:

25 Sealing and Marking of Bid:

- 25.1. The signed bid documents shall be submitted in one sealed cover marked with preparation of DPR for Improvement of Water Supply to **Balasore** Municipality.
- 25.2. The sealed cover envelope with all bid documents must be delivered in the tender box having identification No – **CEPHDPR-01/2013-14 kept in the office of the Engineer- in- Chief, PH, Odisha, Bhubaneswar** , Heads of the Department Building, 1st floor, Unit-V, Bhubaneswar-751001 before the time and date specified for receiving the bids.
- 25.3. If the bid is received unsealed or in damaged condition such that contents are lost or damaged, the authority will assume no responsibility for any such misplacement or premature opening of the bid. Such a bid shall be summarily rejected. Any bid opened prematurely either because of any other damage to the cover or because of inadequate identification, will also be rejected.

26. Deadline for Submission of Bids:

- 26.1. Bids shall be received in the office of the EIC PH Odisha Bhubaneswar by 02.00 P.M on 21.02.2014. Bids may also be submitted by **Regd.**

Post or through Speed Post to the Chief Engineer, P.H, (Urban) Odisha, Bhubaneswar. The risk and responsibility for loss, delay, damage to the seal etc. shall be of the agency.

- 26.2. If the date of submission of bid is declared a holiday the next working day will be treated as the last date for submission of bidders.
- 26.3. The bid should be in the prescribed form as described in Clause 12.
- 26.4. Chief Engineer, P.H, (Urban) Odisha, Bhubaneswar may, at his discretion, extend the dead line for submission of bidders by issuing an amendment in accordance with Clause 14, in which case all rights and obligations of the Chief Engineer, P.H, (Urban) Odisha, Bhubaneswar and of the bidders which were previously subject to the original dead line shall thereafter be subject to the new dead line as extended.

27. Late Bid:

Any bid received after the time and date fixed for submission of bids as stated in Clause 26, or as subsequently extended by the Chief Engineer, P.H, (Urban) Odisha, Bhubaneswar, will be returned to the bidder unopened.

28. Withdrawal of Bid:

Withdrawal of a bid by a agency during the interval between the deadline for submission of bids and the expiry of the period of bid validity specified in the Form of Bid shall result in the forfeiture of the EMD pursuant to Clause 22.

E. BID OPENING AND EVALUATION

29. Bid Opening:

- 29.1. Chief Engineer, P.H, (Urban) Odisha, Bhubaneswar will open the bid in his office at **04.00 P.M on 21.02.2014** in the presence of the bidders or their authorized representatives who wishes to attend. They would be required to sign in bid opening register as evidence of their attendance. The authorized representatives should bring their authorization letter while attending opening of bid.
- 29.2. Bids for which an acceptable notice of withdrawal has been submitted, it shall not be opened and shall be returned to the agency on completion of the bid acceptance process.
- 29.3. Covers of the remaining bid shall be examined and their conditions will be noted. Any bid in which the cover is found unsealed or damaged will be rejected and minuted.

29.4. A bid shall be rejected, if,

- a) EMD as per Clause 22 is not enclosed with Price Bid.
- b) Not an empanelled Agency by MoUD, Govt. of India as per Clause 5.
- c) PAN and Service Tax Registration Certificate is not enclosed.
- d) Affidavit is not enclosed.
- e) Power of Attorney is not enclosed.
- f) History of criminal cases is not enclosed.
- g) Record of litigation and arbitration is not enclosed.

30. Clarification on bids from Bidders:

To assist in the scrutiny, evaluation and comparison of the bids, the Chief Engineer, P.H, (Urban) Odisha, Bhubaneswar may ask bidders individually for clarification on their bids. The request for clarification and response shall be in writing or by mail. However, no change in the bid amount/ rate or substance shall be sought, offered or permitted by the Chief Engineer, P.H, (Urban) Odisha, Bhubaneswar during the evaluation of the bid except as provided in Clause 32.

31. Determination of Responsiveness:

31.1. Prior to the detailed evaluation of bids, Chief Engineer, P.H, (Urban) Odisha, Bhubaneswar will determine whether each bid has been submitted in the proper form and whether it is substantially responsive to the requirements of the bid documents. Bids, which have not been submitted in the proper form, will be rejected.

31.2. Any bid which is not substantially responsive to the requirements of the bid documents will be rejected by the Chief Engineer, P.H, (Urban) Odisha, Bhubaneswar. Such a bid shall not be allowed subsequently to be made responsive by the bidder by correcting or withdrawing the non-conforming deviation(s) or reservation(s).

32. Proposal Evaluation:

32.1. From the time the proposals are opened to the time the contract is awarded, the agency should not contact the client on any matter related to its General and/or Financial Proposal.

32.2. Any effort by an agency 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 agency's proposal.

32.3. Evaluation of Financial Proposals:

32.3.1. Financial bids shall be opened in presence of the agency/their authorized representatives on scheduled date & time. The authorized representative should bring their authorization letter

while attending opening of price bid. The agency with the price of L1, L2 & L3 are also to be taken into consideration for selection. The agency with the lowest price shall be selected for award of the contract.

32.3.2. 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. Negotiation:

Negotiations will be held if required with the lowest valid bidder. In the event of the L-1 bidder has furnished any condition which grossly affects the bid 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 bid definite. Failure to withdraw such condition(s) may lead to rejection of the bid as in consistent / non responsive. In such case the employer may explore the possibility of considering the next valid bid as L₁.

F. AWARD OF CONTRACT

34. Award Criteria:

34.1. After completing negotiation the client shall award the contract to the selected agency.

34.2. The agency is expected to commence the assignment with in 15 days of receipt of work order.

35. Right to Accept or Reject any or all Bids:

Not withstanding Clause-34, the Chief Engineer, P.H, (Urban) Odisha, Bhubaneswar / Government of Odisha reserves the right to accept or reject any bid, annul the bidding process, reject all bids at any time or any stage prior to the award of contract without thereby incurring any liability to the affected agency or agencies.

36. Process to be Confidential:

36.1. After the opening of bids as per Clause 29 & 32, information relating to examination, clarification, evaluation and comparison of bidders and recommendations, concerning to the award of contract shall not be disclosed to the agencies or any other persons, officially not concerned with the process, until the award of the contract to the successful agency has been announced.

36.2. Any effort by any agency to influence the Department officials of in the scrutiny, clarification, evaluation and comparison of bidders, and in any

decisions concerning award of a contract, may result in the rejection of their Bid.

37. Notification of Award:

37.1. Prior to the expiry of the Bid validity period, Chief Engineer, P.H, (Urban) Odisha, Bhubaneswar will notify the successful agency by fax, letter or in some other written form, that his bid has been accepted. This letter, hereinafter called "Letter of Acceptance (LoA)", will confirm the bid price which will apply to the services to be rendered by the agency during the contract period.

37.2. The Letter of Acceptance (LoA) will constitute notification of the intention of the employer to enter into a contract with the agency for preparation of DPR under this contract.

38. Signing of Agreement:

On receipt of the LoA, the successful agency shall sign the agreement with the **Executive Engineer, P.H. Division, Baripada** within 15 (fifteen) days from the date of issue of LoA.

SECTION-III

Letter for Submission of Bid (To be filled in by the Agency/Bidder)

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

Ref. No. _____/Dated _____

To

**Chief Engineer,
P.H, (Urban) Odisha, Bhubaneswar.**

Sub: **Submission of bid document for the work - Preparation of DPR for "Improvement of W/S to Balasore Municipality".**

Ref: Your letter of Invitation No.(PB) dt.

Dear Sir,

We, the undersigned, offer to provide consulting services in Preparation of DPR for "**Improvement of W/S to Balasore Municipality**" in accordance with your Request for Proposal dated [*Insert Date*]. We are hereby submitting our Proposal, sealed envelope including bid document.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

- 2) I/We have studied, acquainted and satisfied ourselves with the site and its working conditions for the successful and timely completion of the assignments.
- 3) Our offer is unconditional and is in conformity with the requirements of the RFP. We understand that any additional condition put by us in the bid shall make our bid liable for rejection.
- 4) We enclose herewith an Earnest Money Deposit of 1% of quoted value in shape of N.S.C./ Postal Savings Pass Book/ Post Office Time Deposit/ Kissan Vikash Patra/ Deposit Receipt in Schedule Bank, duly pledged in favour of **Executive Engineer, P.H. Division, Baripada** in accordance with the provisions of clause 22 of Instructions to Agencies.
- 5) I/We understood that you are not bound to assign any reason in case of rejection of our bid.

- 6) I/We agree to keep our offer open for a minimum of 120 (one hundred twenty) days from the date of opening of the Price bid. Further extension of validity will be our prerogative.

Thanking you.

Yours faithfully,

Encl: Bid in original form
duly filled in all respects with
all required documents.

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

SECTION-IV

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS:

1.1 Definitions:

Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings.

- a) "Applicable Law" means the laws and any other instruments having the force of law in India and Odisha has as they may be issued and in force from time to time;
- b) "Contract" means the contract signed by the parties to which these General Conditions of Contract are attached together with all the documents listed in Clause 1 of such signed Contract;
- c) "Effective Date" means the date on which this contract comes into force and effect pursuant to Clause CC2.1,
- d) "CC" means these General Conditions of Contract;
- e) "Government" means the Government of Odisha;
- f) "Personnel" means persons employed / hired by the agencies and assigned to the performance of the service.
- g) "Party" means the employer or the agencies as the case may be and parties mean both of them.
- h) "Services" means the work to be performed by the agencies pursuant to this contract for the purpose of the project as described in Appendix-1 hereto.

1.2 Law Governing the Contract and the Jurisdiction of the Contract:

The contract, its meaning and interpretation and the relation between the parties shall be governed by the applicable law and it shall be subjected to the jurisdiction of the courts of Bhubaneswar.

1.3 Language:

The contract shall be executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

1.4 Headings:

The headings shall not limit, alter or affect the meaning of this contract.

1.5 Notices:

1.5.1 Any notice, request or consent required or permission to be given or made pursuant to this contract shall be in writing.

1.5.2 Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, at the address specified.

1.5.3 Notice will be deemed to be effective as follows:

In the case of personal delivery or registered mail on delivery;

1.5.4 A party may change its address for notice hereunder by giving the other party notice of such change.

1.6. Location:

The services shall be performed in the Balasore town and its periphery area, Odisha.

1.7 Authorized Representatives:

Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by the employer or the agencies may be taken or executed by the officials specified.

1.8 Taxes and Duties:

The agencies shall pay such taxes, duties, fees or other imposition as may be levied under the applicable Law of Govt. of Odisha & Govt. of India/Local bodies. Statutory deduction of taxes as applicable shall be made from the each running bill by the Executive Engineer concerned.

2. COMMENCEMENT, COMPLETION, MODIFICATION & TERMINATION OF CONTRACT:

2.1 Effectiveness of Contract:

This contract shall come into force and effect on the date of execution of Contract i.e., signing of agreement (Effective Date).

2.2 Commencement of Services:

The agencies shall begin carrying out the services, immediately after the Effective Date, in any case, within two weeks after the effective date.

2.3 Expiry of Contract:

Unless terminated earlier pursuant to Clause-CC 2.8 hereof this contract shall expire when services have been completed and all payments have been made at the end of such time period after the effective date as per schedule or extended period as approved by the employer as per codal norms.

2.4 This contract contains all covenants, stipulations agreed by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for any statement representation promise or agreement not set forth herein.

2.5 Modification:

Modification of the terms and conditions of this Contract including any modification of the scope of the services may only be made by written agreement between the parties. Pursuant to Clause-CC.7.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other party.

2.6.1 Definition:

- a) For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonable to be considered impossible in the circumstances, and includes but is not limited to war, riots, civil disorder, earthquake, fire explosion, storm, flood or other weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) **Force Majeure shall not include:**
 - 1) any event which is caused by the negligence or intentional action of a party or such party's agents or employees, nor
 - 2) any event which a diligent party could reasonably have been expected to both (a) take into account at the time of the conclusion of this contract and (b) avoid or overcome in the carrying out of its obligations hereunder.
 - 3) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.6.2 No Breach of Contract:

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable alternative

measure, all with the objective of carrying out the terms and conditions of this contract.

2.6.3 Measures to be taken:

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other party of such event as soon as possible and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and case of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c. The parties shall take all reasonable measures to minimize the consequences of an event of Force Majeure.

2.6.4 Extension of time:

Any period within a party shall, pursuant to this contract, complete any action or task shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure. If for some other reason, the agency has exceeded the time schedule which necessitate an extension of time, he shall apply in writing to the Executive Engineer, P.H. Division, Baripada through the Asst. Engineer (Engineer-in-charge) who shall recommend to the competent authority if reasonable grounds be shown. The extension time shall be applied for and obtained prior to the expiry of the original contract period. In such case, the agency shall not claim either for exemption from the fine leviable under Clause-8 of conditions of contract or escalation of contract value.

2.6.5 Consultation:

Not later than thirty (30) days after the agencies, as the result of an event of Force Major, have become unable to perform a material portion of the services, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.6.6. Security Deposit:

The Agency whose RFP is selected for acceptance shall make an Initial Security Deposit (ISD) of 2% (two percent) of the accepted bidder amount less the earnest money earlier deposited along with bid (i.e., 2 % of Accepted bid value – (minus) EMD deposited) and sign the agreement in the prescribed form within 15 (fifteen) days from the issue of letter of Acceptance (LoA). The Executive Engineer, P.H. Division, Baripada shall accept the initial security deposit in the specified form to be drawn in favour of Executive Engineer, P.H. Division, Baripada. The initial security deposit together with the earnest money & the amount

with held according to the provision of the contract shall be retained as Security Deposit for the due fulfillment of the agreement. Failure to enter in to the required agreement and to make the initial security deposit as above within the specified time shall entail forfeiture of the Earnest money and rejection of the bid.

Security Deposit shall also be forfeited for non-compliance of relevant clauses mentioned else where in this RFP.

The total amount of security money deposited by the agency shall be 7% (seven percent) of the accepted bid amount. The balance security amount will be made up by deducting 5% (five percent) from the gross amount of payment.

The security deposit will be considered for refund to the agency after 3(three) months of the final approval of the Detailed project report for execution.

2.7 Suspension:

The employer may by written notice of suspension to the agencies suspend all payments to the agencies hereunder if the agencies fail to perform any of their obligations under this contract, including the carrying out of the services, provided that such notice of suspension shall

- (i) specify the nature of the failure and
- (ii) request the agencies to remedy such failure within a period not exceeding thirty (30) days after receipt by the agencies of such notice or suspension.

2.8 Termination:

2.8.1 By the employer:

The employer may give not less than thirty (30) days written notice of termination to the agencies (except in the events listed in Para (e) below, for which there shall be a written notice of not less than sixty (60) days) such notice to be given after the occurrence of any of the events specified in paragraph (a) through (d) of this Clause 2.8.1 to terminate this contract.

- a) If the agency fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause CC 2.7 herein above within thirty (30) days of receipt of such notice of suspension or within such further period as the client may have subsequently approved in writing.
- b) If the agency becomes insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take

advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- c) If the agency submits to the employer a false statement which has a material effect on the rights obligations or interests of the employer and which the agencies knowingly raised.
- d) If, as a result of Force Majeure, the agencies are unable to perform a material portion of the services for a period of not less than sixty (60) days or;
- e) If the employer, in its sole discretion and for any reason whatsoever, decided to terminate this contract.

2.8.2 By the agencies:

The agency may, by not less than thirty (30) day's written notice to the employer, such notice to be given after the occurrence of any of the events specified in paragraphs (i) and (ii) of this Clause CC 2.8.2, terminate this contract.

- i) if the employer is in material breaches of its obligations pursuant to this contract and has not remedied the same within forty five (45) days (or such longer period as the agencies may have subsequently approved in writing) following the receipt by the employer of the agencies notice specifying such breach.
- ii) if, as a result of Force Majeure, the agencies are unable to perform a material portion of the services for a period of not less than sixty (60) days.

2.8.3 (a) Cessation of Rights and Obligations:

Upon termination of this contract pursuant to Clauses CC2.2 or 2.8 hereof, or upon expiry of this contract pursuant to clause CC 2.3 hereof all rights and obligations of the parties hereunder shall cease, except;

- i) Such rights and obligations as may have accrued on the date of termination or expiration;
- ii) the obligation of confidentiality set forth in Clause CC 3.3 hereof;
- iii) any rights which a party may have under the applicable law.

2.8.3 (b) Cessation of Services:

Upon termination of this contract by notice of either party to the other pursuant to Clauses 2.8.1 or 2.8.2 hereof the agencies shall immediately upon dispatch or receipt of such notice take all

necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditure for this purpose to a minimum. With respect to documents prepared by the agencies, the agencies shall proceed as provided, respectively, by Clauses CC 3.3 hereof.

2.8.4 Payment upon Termination

Upon termination of this contract pursuant to Clause CC 2.8.1 or 2.8.2 hereof, the employer shall make the following payments to the agencies (after offsetting against these payments any amount that may be due from the agency to the employer).

- ♦ Remuneration pursuant to Clause CC 6 hereof for services satisfactorily performed prior to the effective date of termination.

3. OBLIGATIONS OF THE AGENCIES:

3.1 General:

3.1.1 Standard of Performance:

The agencies shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The agencies shall always act in respect of any matter relating to the contract or to the services, as faithful advisers of the employer and shall at all times support and safeguard the employer's legitimate interests in any dealings with third parties.

3.2 Conflict of Interest:

3.2.1 Agency not to benefit from the Commissions, Discounts etc.:

The remuneration of the agencies pursuant to Clause CC 6 hereof shall constitute the agencies sole remuneration in connection with this contract or the services and subject to Clause CC 3.2.2 hereof, the agencies shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or to the services or in the discharge of their obligations hereunder and the agencies shall use their best efforts to ensure that none of their personnel and agents or either of them similarly shall not receive any such additional remuneration.

3.2.2 Prohibition of conflicting activities:

Neither agencies nor their personnel shall engage either directly or indirectly during the term of this contract in any business or

professional activities in Odisha / India which will conflict with the activities assigned to them under this contract.

3.3 Confidentiality:

The agencies and their personnel shall not either during the term or after the expiration of this contract disclose any property or confidential information relating to the project, the services of this contract or the employer business or operations without the prior written consent of the employer.

3.4 Reporting Obligations:

The agencies shall submit to the employer the reports and documents specified in Terms of Reference hereto in the numbers and within the time periods set forth in the said Terms of Reference.

3.5 Documents prepared by the Agencies to be the property of the Client:

All plans, drawings, specifications, designs, reports, softwares and other documents prepared by the agencies in performing the services shall become and remain the property of the employer and the agencies shall not later than upon termination or expiration of this contract, deliver all such documents to the employer, together with a detailed inventory thereof. The agencies may retain a copy of such documents. The agency shall however not use these documents for any purposes to any agency other than the employer without prior written approval of the employer.

3.6 Equipment and Materials required for carrying out of the services:

It is the responsibilities of agency to provide / deploy / engage all the required equipment and materials, hardware and software etc. carrying out the services.

4. AGENCIES PERSONNEL:

4.1 General:

The agencies shall employ and provide such qualified and experienced personnel as are required to carry out the services.

5. OBLIGATIONS OF THE EMPLOYER:

5.1 Assistance and Exemptions:

The employer shall use its best efforts to ensure to:

- a. Provide the agencies, and their personnel with all information/documents available with the employer as shall be necessary to enable the agencies, or their personnel to perform the services.
- b. Request to officials, agents and representatives of other Government departments as may be necessary or appropriate for

providing information necessary for the prompt and effective implementation of the services.

5.2 Changes in the Applicable Law:

Irrespective of any change in the applicable law with respect to taxes and duties which increases or decreases the cost incurred by the agencies in performing the services during period of this contract, the remuneration otherwise payable to the agencies under this contract shall not be increased or decreased accordingly by agreement between the parties thereto.

5.3 Payment:

In consideration of the services performed by the agencies under this contract, the employer shall make to the agencies such payments and in such manner as is provided by Clause CC 6 of this contract.

6. **MODE OF PAYMENTS TO THE AGENCIES:**

*The payment shall be made as per the following schedule of payment subject to condition that the firm shall furnish necessary Bank Guarantee from any Nationalised Bank at **BARIPADA** in favour of the **Executive Engineer, P.H. Division, Baripada** for equivalent amount against Running Account Bills.*

Schedule of Payment

Sl. No.	Activity/ Report	% of Accepted Price
1.	<i>Submission & presentation of inception report.</i>	1%
2.	<i>On submission, presentation & approval of detailed Surveying, Investigation work with submission of reports & drawing along with copy of level book, soil test report and submission of lay out plan & pipe network design for rising mains & distribution networks & fixing up of Bench-mark stations.</i>	35%
3.	<i>On submission, presentation & approval of Draft Detailed Project Report.</i>	25%
4.	<i>On submission, presentation & approval of Final Detailed Project Report, Bid Document & Bill of Quantities.</i>	39%
Total		100%

7. **FAIRNESS AND GOOD FAITH:**

7.1 Good Faith:

The parties undertake to act in good faith with respect to each others rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

7.2 Operation of the Contract:

The parties recognize that it is impossible in this contract to provide for every contingency which may arise during the life of the contract, and the Parties hereby agree that it is their intention that this contract shall operate fairly as between them and without detriment to the interest of either of them

8. DELAY IN PROGRESS OF WORK – LIQUIDATED DAMAGES:

Should the agency fail to complete the work or unable to show the progress as per the execution schedule, the agency shall pay to the Employer as fixed and agreed liquidated damages and not as penalty, the sum shown below for every date delay.

Liquidated Damage @ 0.5% of the contract value per day beyond the stipulated period of completion shall be realized from the agency subject to a maximum of 10% of the contract value.

9. SETTLEMENT OF DISPUTES:

9.1 Amicable settlement:

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof. In case of employer, the decision of the Chief Engineer, P.H (U) Odisha, Bhubaneswar shall be final and binding.

9.2 Dispute Settlement:

Disputes which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request, may be taken up by either party for settlement in accordance with the Applicable Law within jurisdiction of courts of Bhubaneswar.

SECTION-V

TERMS OF REFERENCE

1. Background:

The Balasore city is located on 20^o-43' N Latitude and 88^o-16'E longitude. It is an old city of Odisha and is situated at a distance of about 214 km. to the north of Bhubaneswar. In addition, it is an important commercial business, educational and cultural centre of the state. Both the National Highway No.5 and South Eastern Railway passes through the town. There are total 31 Wards and its population as per 2011 census is about 1.44 lakhs. The area at present is about 50.32 sq. Km.

2. Concept:

More information/ data, if required for detail engineering shall be collected by the bidder at his own cost from the field and related offices in any working day during office hours.

3. Objectives:

The objective of the study is for preparation of DPR with Detail Engineering & Design for "Improvement of W/S to Balasore Municipality. The existing distribution network, storage facility needs to be integrated with this DPR. The population and water demand projection is to be considered taking 2015 as the base year basing on the population of 2011 census.

4. Scope of Work:

- i) Preparation of DPR for the work "Improvement of W/S to Balasore Municipality" basing on the surface source from the river Sono.
 - a. Source at Kathapal bridge over river Sono through intake arrangement.
 - b. Raw Water Rising Main from source to proposed WTP near Remuna.
 - c. WTP and pumping arrangement.
 - d. Distribution network and storage reservoirs including pumping arrangement.
- ii) The DPR should be prepared covering the entire area of ULB & its fringe areas.
- iii) To undertake site visits, carryout necessary detailed survey & investigation, identify gaps in data & information, inter action with District Administration, local people where ever necessary.

- iv) To assess the various water supply plans, system being taken up in the area & determine their interference & interaction with the proposed W/S system.
- v) To identify the proper location of water source with justification, i.e., intake wells near Kathapal bridge in river Sono, alignment of raw and clear water rising mains and distribution net works, cross-drainage features, canal, road (State Highway & National Highway) and railway crossing etc., pumping stations (PS), Water Treatment Plant (WTP), Elevated Storage Reservoir (ESR) & Ground Storage Reservoir (GSR) and power supply etc.
- vi) To carry out Total Station (TS) survey for raw & clear water rising mains and distribution net works, contour survey for water treatment plant site of the ULB covering entire area.
- vii) To fix up bench-mark stations at all proposed sites such as Intake Well, Treatment Plant, E.S.R, G.S.R etc.
- viii) To carry out soil investigation such as collection of sample & testing as per relevant BIS for water retaining structures i.e., Intake well, WTP, Pumping Station, ESR & GSR etc.
- ix) To carry out trial pit up to 1.5m depth at a distance 0.5 Km. to 1.0 Km. depending upon change of direction, gradient, obstruction etc. for raw & clear water rising mains in order to assess the type of soil excavation & water table condition for laying of pipe line.
- x) Preparation of hydraulic design and specification for pumping systems at Intake, WTP & Storage site etc., specification of pipes, valves & other fittings etc.
- xi) Detailed hydraulic design & drawing along with 'L' section of raw & clear water rising mains along with inter-connection arrangements for consecutive zones. Detailed structural design & drawings of intake well, WTP, ESR & GSR, pumping arrangement, thrust blocks, chambers for water appurtenances, and power supply & other related structures etc. in all complete. All drawings are to be made in Auto-CAD. For structural design the agency should submit the design with detailed calculation and formulas in clarity to the satisfaction of the authority.
- xii) Distribution network & inter-connection arrangements with adjacent zones design & layout plan prepared by manual/ established software shall be submitted to employer with details of references. The entire water supply system should be designed to ensure 24/7 water supply to the Town. The softcopies of the design calculations and drawings shall be submitted by the agency to the Department. Design of pipe line network should be done in loop software. Design of clear

water rising main should be done in branch software and compare with epanet software to find out the economical size of clear water rising main while scrutiny / presentation, the agency should demonstrate / explain the same with their software.

- xiii) While preparing the DPR the addition / alteration / replacement / rehabilitation of the existing water supply system of Balasore Municipality should be taken into consideration and incorporated in the DPR.
- xiv) All water shall be accounted for. All bulk productions and transmission and distribution flow shall also be measured with reliable data capture and reporting mechanism. All old connections shall be metered and the cost of house connection upto property line meter shall be provided in the estimate.
- xv) Preparation of cost estimates along with BOQ for all components of the project. The cost estimate should be as per the current Schedule of Rates (CSR) for the scheduled items. Non-scheduled items shall be on the lowest current prevailing market rates. Cost analysis shall be as per Odisha State PWD / PHEO analysis of rates. No lump sum provision in the estimate is admissible unless indispensable.
- xvi) To prepare bill of quantities, specifications & tender documents for bidding the above work in consultation with Engineer-in-charge.
- xvii) While preparing the above DPR, CPHEEO Manual on Water Supply & Treatment published by Ministry of Urban Development, Govt. of India, latest relevant BIS Codes of Practice & Specification & other standard/statutory books shall be followed. The DPR should be framed in accordance with UIDSSMT guide lines and check list and as per guidelines issued for preparation of DPR vide MoUD file No.Z-16025/2010-CPHEEO dated 16.04.2012 of MoUD, Govt. of India.
- xviii) The final DPR with final BOQs with cost of estimates are to be submitted after incorporating the comments and findings of the department in the draft DPR.

5. Time Schedule for Completion of Work:

The agency shall complete all the tasks indicated above within a period of 4 (four) months.

S.N.	Items	Days (from the date of issue of work order)
1	Submission & presentation of inception report (5 Hard Copy + 1 Soft Copy)	15

2	Survey & investigation, Geo-technical study (5 Hard Copy + 1 Soft Copy)	45
3	Detailed design & drawing of intake well, WTP, ESR & GSR, Pump House & Pumps, raw & clear water rising mains, Power Supply etc. (5 Hard Copy + 1 Soft Copy)	30
4	Submission of cost estimate of the project (5 Hard Copy + 1 Soft Copy)	10
5	Submission of Draft DPR (3 Hard Copy + 1 Soft Copy)	10
6	Submission of Final DPR (10 Hard Copy + 2 Soft Copy)	5
7	Submission of BoQ & DTCN (Bid Documents) (5 Hard Copy + 2 Soft Copy)	5
<p>Note:(i) The time schedule mentioned above is indicative. The agency/ consultancy firm may furnish time schedule break-up as per the above items limiting to total execution period of 120 (one hundred twenty) days with Bar Chart.</p> <p>(ii) Besides, the agency shall also deliver power point presentations of work done at various stages before the Executive Engineer, P.H. Division, Baripada, Superintending Engineer, P.H. Circle, Cuttack, Chief Engineer, P.H. (U) & Govt. in H & U.D. Deptt.</p> <p>(iii) During such process, as and when required, the agency should attend and clarify the doubts/query if any raised by the Department.</p>		

SECTION-VI

SCHEDULES OF SUPPLEMENTARY INFORMATION

1. Format of Letter of Acceptance
2. Schedule A - PAN & Details of Service Tax Registration Certificate
3. Schedule B - Record of Arbitration and Litigation
4. Schedule C - History of Criminal Cases
5. Schedule D - General Power of Attorney
6. Schedule E - Affidavit

Agency shall enclose the above documents/information in the prescribed form enclosed

LETTER OF ACCEPTANCE

From

To

Gentlemen,

Sub: Bid for

Ref: Your Bid for the above work

Kindly refer to your letter No..... Dated..... forwarding your Bid in response to Invitation to Bid No.....

You are hereby informed that the referenced Bid is accepted.

You are requested to furnish the security deposit within seven days of the receipt of this letter and are also requested to be present in the Office of the Executive Engineer, P.H. Division, Baripada for execution of Contract documents along with ISD as per conditions of contract.

The Contract will be governed by the Conditions of Contract as set out in the Bid Documents.

Please return this copy duly accepted and signed.

Yours Sincerely,

(Signature)

Accepted

Signature, Name & Designation
Seal of Firm

SCHEDULE –A

PAN AND Details of Service Tax Registration Certificate

SCHEDULE-B

RECORD OF ARBITRATION & LITIGATION

The Agency shall record chronologically any disputes he has had with any of his previous Clients during the last Ten (10) years, indicate whether arbitration or Litigation, the nature, approximate duration and amount of claim involved in respective cases.

Sl. No.	Project Identification and Location	Name and Address of Client, telephone no. and fax no.	Nature of Dispute					
			Description	Arbitrations / litigations	Period From - To	Amount claimed (₹ in lakh)	Result	In favour of Client / Contractor

Name:

Date:

Signature:

Designation:

Seal of Company

SCHEDULE-C

HISTORY OF CRIMINAL CASES

Sl. No.	Name of Police Station	Town or Village and District	FIR No & Date	Details of the charges	Stage of the case/Result

Name:

Date:

Signature:

Designation:

Seal of Company

SCHEDULE-D

GENERAL POWER OF ATTORNEY

By this power of Attorney, I/We, S/o aged about years, R/O. Partners of having its registered office at hereby appoint aged about years S/o as our lawful attorney on behalf of the company, to do and execute all or any of the following acts, deed and things, that is to say:

1. To apply for, obtain and renew all licenses, permits, etc. that are necessary for carrying on the said business.
2. To submit all statements, returns, etc. to proper authorities as required by any law or rule in force and to verify the same by production of documents and papers.
3. To appoint, employ, dismiss or discharge any agent, broker, office, clerk, peon, or any other person at such remuneration, commission, or salary, as the said attorney thinks fit.
4. To draw, accept, endorse, negotiate or pay any bill of exchange, hundi, promissory note, cheque, draft, railway receipt, bill of lading or other instrument which may be deemed necessary for carrying on the said business.
5. To open and operate bank accounts in any bank or banks in the name of the firm and/or to authorise any person or persons to operate the above bank account.
6. To borrow or raise loans from time to time, such sums of money, from any individuals, recognized financial institutions such as Banks, etc. and upon such terms as the said attorney may think fit upon the security of any of the properties of the firm Whether movable or immovable and for such purpose to execute such document or documents as may be necessary for securing the repayment of such loan or loans.
7. To negotiate, enter into any bargain, do all acts, things or execute any deeds or documents or other instruments or assurances as may be necessary for selling, mortgaging or purchasing any movable or immovable property, from any individual, recognized financial institutions such as Banks etc. and upon such terms as the said attorney may thinks fit.
8. To institute contest, compound, submit all suits proceedings, claims, demands etc. arising in course of or in relation to the aforesaid business.

9. To execute and sign in our name individually or collectively and on our behalf any document, letter or deed in respect of to carry on the business effectively.

And I/We hereby agree to ratify and confirm all and whatsoever our said attorney shall lawfully do or cause to be done by virtue of this deed.

In witness whereof, I / We the said partners has hereto signed at on this day the

WITNESSES:	Name of Partner	Signatures
1.	1.	1.
	2.	2.
	3.	3.

Date:

SCHEDULE-E

AFFIDAVIT

1. I/We _____ certify that all information furnished is true and agree that my / our Bid shall be rejected if I / we am / are found to have misled or made false representation in the form of any of the Schedules of Supplementary information and / or statements submitted in proof of the eligibility and qualification requirements or if I / We have a record of poor performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure and / or has / have participated in previous Bidding for the same work/s and had quoted unreasonable high Bid premium. In addition I/we shall be blacklisted and the work be taken over invoking relevant clause of the General conditions of contract and conditions of particular application.
2. I/We _____ agree to be disqualified for Bidding further consultancy services in the H&U.D. Department if I/We _____ withdraw my/our Bid without a valid reason (to be decided by the Authority competent to accept this bid).
3. I/We _____ certify that no criminal cases are pending against me/us partners at the time of submitting the Bid.
4. I/We _____ accept that my / our Bid shall be rejected if any criminal cases are pending against me/us/partners of the firm at the time of submitting the Bid.
5. I/We _____ agree that if the history of litigation, criminal cases pending against me/us/Partners furnished by me/us is false, I / We _____ will attend by the action taken by the H&U.D. Deptt. without approaching any court whatsoever for redress. However, I/We shall be given suitable opportunity to offer my/our explanation before action is taken against me/us.
6. I/We _____ certify that the following addenda issued by the Executive Engineer, PH Division, Baripada have been received by me/us and incorporated in my/ our Bid.

1. _____ dated _____
2. _____ dated _____
3. _____ dated _____

(Add if the addenda issued are more than 3)

7. Further I/We _____ certify that no near relatives (as defined in It 3.3 (e)) are working in the H&U.D. Deptt.

8. I / We _____ also agree to undertake to keep accurate and system of accounts, records and furnish the same (including that of sub-contractor) and agree to reimburse H&U.D. Deptt. any excess amount claimed by me / us over and above my / our entitlement as per relevant clause of the General Conditions of contract.

Dated this day of 2014 ..

Signature in the capacity of duly authorized to sign the Bid for and on behalf of

.....

(Block Capitals)

Signature of Witness:

Name of Witness:

Address of Witness:

SECTION-VII

**ADDENDA
Issued (if any)**

(Contractor shall enter the particulars of addenda issued by the Chief Engineer, P.H. (Urban) Odisha, Bhubaneswar and enclose the addenda to the Bid in sealed cover at the time of submitting the Bid.

Sl. No.	Date of issue	Description

PRICE BID

From

To

The Chief Engineer,
P.H. (Urban), Odisha, Bhubaneswar.

Sir

Sub: **Preparation of Detailed Project Report (DPR) for
"Improvement of W/S to Balasore Municipality."**

Ref: No. Dated.....

I/We _____, Agency/
Consultancy firm are willing to offer our rates mentioned as follows:

Sl. No.	Item	Amount in figure (in ₹)	Amount in Words
1.	Preparation of Detail Project Report for "Improvement of W/S to Balasore Municipality" as per Terms of Reference & other conditions stipulated in the Bid Document		

I/WE agreed to keep the offer in this bid valid a period of 120 (One Hundred Twenty) Days mentioned in the bid notice and not to modify the whole or any part of it for any reason within above period. If the bid is withdrawn by me/us for any reasons whatsoever, the earnest money paid by me/us will be forfeited by the Executive Engineer, P.H. Division, Baripada.

The bid rate is inclusive of all expenditures like salaries/ remuneration to permanent & contingency staff and their allowances, all material cost, equipments & machinery cost/rents, computer hardware & software cost,

consumables cost, all traveling expenses, overheads, all taxes, charges on expert services, laboratory testing charges etc. and all other miscellaneous & incidental expenditures required to complete the assignments in all respect as per the Terms of Reference & other conditions stipulated in the Bid Document Part-I for the fulfillment of the contract.

I/We also understand that statutory taxes deductible at source will be deducted by Executive Engineer, P.H. Division, Baripada.

I/WE hereby distinctly and expressly, declare and acknowledge that, before the submission of my/our bid I/We have carefully followed the instructions in the bid notice, conditions of the contract, Terms of Reference (ToR) etc. and distinctly agree that I/We will not hereafter make any claim or demand upon the Executive Engineer, P.H. Division, Baripada based upon or arising out of any alleged misunderstanding or misconception /or mistake on my/or our part of the said requirement, covenants, agreements, stipulations, restrictions and conditions.

I/WE have enclosed to my/our application for bid schedule, the EMD in stipulated shape along with the bid document with following details.

Postal Savings Pass Book / NSC / Post Office Time Deposit / Kissan Vikash Patra / Deposit Receipt No. dated For ₹
..... (Rupees) only as Earnest Money.

I/WE shall not assign or sublet any portion of the contract.

If my/our bid is not accepted, the EMD shall be returned to me/us on application or at the expiration of bid validity period, whichever is earlier. If my/our bid is accepted the earnest money shall be retained by the Executive Engineer, P.H. Division, Baripada as security for the due fulfillment of this contract.

I/WE fully understand that the written agreement to be entered into between me/us and Executive Engineer, P.H. Division, Baripada shall be the foundation of the rights of the both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by me/us and then by the proper officer authorized to enter into contract.

DECLARATION BY THE BIDDER:

- 1) I/WE certify that I/We have inspected the site of the work before quoting my bid rate.
- 2) I/WE have not been black listed in any department in Odisha /India due to any reasons.
- 3) I/WE agree to disqualify me/us for any wrong declaration in respect of eligibility & qualification criteria and to summarily reject my/our bid including blacklisting.

Yours faithfully,

Signature

Full Name & Address of Authorized Representative

Phone No.
Fax No.
e-mail:

Address of the Bidder:

Phone No.
Fax No.
e-mail: