



RFP No. 02/ OWSSB/ 2026-27

Date: 09/06/2026

REQUEST FOR PROPOSAL

FOR

**Selection of Agency for Setting up Project Management Unit (PMU) at Odisha
Water Supply & Sewerage Board (OWSSB)**

ODISHA WATER SUPPLY & SEWERAGE BOARD

2nd FLOOR, UNNATI BHAWAN, SATYANAGAR, BHUBANESWAR, ODISHA

Phone: (0674) 2571185 , [e-mail: uwmowssb@gmail.com](mailto:uwmowssb@gmail.com)

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of

this RFP or arising in any way in this selection process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the selected Consultant, as the case maybe, to provide the Services and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

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DATA SHEET

Sl.No	Particular	Details
1.	Name of the Authority	Engineer-In-Chief (EIC) Odisha Water Supply & Sewerage Board (OWSSB), Unnati Bhawan, 2nd Floor, Satya Nagar, Bhubaneswar, Odisha 751007
2.	Method of Selection	QCBS (70:30)
3.	Proposal Validity	180 Days
4.	Publication of RFP Notice	12/06/2026, 03:00 P.M.
5.	Deadline for Submission of Pre-Proposal / Pre-Bid Queries	Pre-bid queries shall be sent by 17/06/2026 by 4 PM to Email ID: uwmowssb@gmail.com
6.	Pre-bid meeting	The pre-bid meeting shall be held on 18/06/2026 at 12:00 PM in the Conference Room, OWSSB Office or through online.
7.	Proposal Due Date	03/07/2026, 04:00 PM (IST)
8.	Date of opening of Technical Proposal	03/07/2026, 5.00 PM (IST)
9.	Date of Technical Presentation	To be intimated later
10.	Date of opening of Financial Proposal	To be intimated later
11.	Bid Processing Fee (Non-Refundable)	Rs. 10,000/- (Rupees Ten Thousand Only) to be submitted online.
12.	Earnest Money Deposit (EMD)	Rs.5,00,000/- (Rupees Five Lakhs Only) to be remitted online.
13.	Performance Bank Guarantee	5% of the Contract Value
14.	Contact Person	Project Engineer (P&P) Odisha Water Supply & Sewerage Board (OWSSB), Mobile No. 9778441168
15.	Place of Opening of Proposal: (online)	Venue: Office of EIC, Odisha Water Supply & Sewerage Board (OWSSB)

1. RFP can be downloaded from e-procurement portal i.e. <https://tendersodisha.gov.in>.
2. Subsequent corrigendum's / addendums / any other communications related to this tender, if required, shall appear in this website

SECTION: 1

LETTER OF INVITATION

LETTER OF INVITATION

Name of the Assignment: Selection of Agency for Setting up Project Management Unit (PMU) at Odisha Water Supply & Sewerage Board (OWSSB).

1. Odisha Water Supply & Sewerage Board (OWSSB), (the “**Authority**”) in accordance with the provisions under the Guidelines for Engagement of Consultants and Outsourcing of Services issued in the Office Memorandum No. 37323/F Dt. 30.11.2018 of the Finance Department, now invites **proposal from reputed agencies for Setting up Project Management Unit (PMU) at Odisha Water Supply & Sewerage Board (OWSSB).**
2. A bidder will be selected under Quality and Cost Based Selection procedure as prescribed in the RFP Document in accordance with the procedures prescribed herewith circulated vide Office Memorandum No. 37323/F, Dated: 30.11.2018 of Finance Department, Govt. of Odisha.
3. The RFP shall be available in Government of Odisha, e-procurement portal website i.e. www.tendersodisha.gov.in from 12/06/2026 till 03/07/2026. The proposal must be submitted online in the manner as prescribed in the RFP document.
4. Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the RFP prior to opening of financial proposal.
5. The total time period for the assignment as Project Monitoring Unit will be for 24 Months. However, the agreement can be renewed for another 12 months as per the exiting terms and conditions based on the performance of the PMU. Within the contract period of 24 months, the number of personnel/ man month may be increased or decreased after taking approval from the Authority and on the basis of contract rates and as per actual requirement.
6. The two parts of the Proposal (Technical proposal and Financial proposal) must be submitted with all pages numbered serially, along with an index of submission. Preliminary evaluation of the proposals will be done to determine whether the requisite documents / information have been properly furnished by the bidder. The Bids which meets all the compliances will only be considered as responsive and the technical evaluation shall only be done for the responsive bidders. In the 2nd stage, Financial Proposals of those Agencies will be opened whose bids are technically qualified. The Financial Proposal has to be submitted online only. Submission in any other form shall not be acceptable. In the event, any of the instructions mentioned herein have not been adhered to, Authority may reject the Proposal.
7. The Consultant must possess compatible Digital Signature Certificate (DSC) of Class-II or Class-III. The online bidding procedure is indicated in the Section-7 of the RFP document,
8. The proposal, complete in all respect as specified in the RFP Document, must be accompanied with a **non-refundable** amount of **Rs.10,000/- (Rupees Ten thousand only)** towards **Bid**

Processing Fee and Rs. 5,00,000/- (Rupees Five Lakhs only) towards Bid Security/ EMD in the form as prescribed in the RFP failing which the bid will be rejected

9. The last date and time for submission of proposal, date of opening of technical proposal as mentioned in the Bidder Data Sheet.
10. This RFP includes following sections:
 - a) Letter of Invitation **[Section – 1]**
 - b) Information to the Bidder **[Section – 2]**
 - c) Terms of Reference **[Section – 3]**
 - d) Technical Proposal Submission Forms **[Section – 4]**
 - e) Financial Proposal Submission Forms **[Section –5]**
 - f) Bid Submission Checklist **[Section –6]**
 - g) Procedure under e-Tendering **[Section –7]**
 - h) Annexure **[Bid Submission Checklist & Performance Bank Guarantee Format provided]**
1. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Authority's knowledge, the Authority holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The Authority reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

Sd/-

Engineer-In-Chief (EIC)
Odisha Water Supply & Sewerage Board (OWSSB)

SECTION: 2

INSTRUCTION TO BIDDERS

1. Pre-Qualification Criteria:

Prior to the evaluation of the Qualification Proposals, each Bidder's Proposal will be assessed based on the following Eligibility Criteria. Each Bidder is required to provide copies of the following supporting documents/information as part of its Proposal failing which the Proposal will be rejected.

SI No.	Description	Supporting Document
1.	Bidder must be a Company as registered under Indian Companies Act, 1956/2013 or a Partnership Firm registered under the relevant act / laws or a Limited Liability Partnership registered under relevant act / laws.	Documentary evidence shall have to be submitted along with the Proposal.
2.	The bidder should have been in business of Project Management Consultancy Services for at least 10 years till the proposal due date.	Documentary evidence shall have to be submitted along with the Proposal i.e. Work orders/ Agreement with the completion certificate as per Form TECH-5 ("TECH-5(A) and TECH-5(B)")
3.	The Applicant should have experience of successfully managing at least two (02) Project Monitoring Unit/ Project Management Unit/ Program Management Consulting (PGMC) / project Development and Management Consultant (PDMC) in any government department/ agency in India for a period of at least 2years in Urban Sector in the last 10 years from the proposal due date with a minimum consultancy fee received of ₹2 Crore per annum or more for each such assignment.	Copy of Work orders/ Agreement along with the completion certificate as per Form TECH-5(A) . <i>(The experience certificate has to be certified by the appropriate authority not below the rank of Executive Engineer)</i>
4.	The Applicant should have experience of successfully managing at least two (02) Project Monitoring Unit/ Project Management Unit/ Program Management Consulting (PGMC) / Project Management Consultant (PMC) / Project Development and Management Consultant (PDMC) specifically for Sewerage/ Used Water Management/ Water supply projects under a State /Central Government body /autonomous body or other government entity in India in the last 10 years from the proposal due date.	Copy of Work orders/ Agreement along with the completion certificate as per Form TECH-5(B) . <i>(The experience certificate has to be certified by the appropriate authority not below the rank of Executive Engineer)</i>

5.	The average financial turnover must be at least INR 30 Crores from consulting / advisory business only during the last 3 financial years (ending 31st March 2025).	Statutory Auditor certificate along with Balance Sheet and Profit & Loss Statement as per Form TECH-3
6.	Bidder must not have been barred or blacklisted by the Gol, any state government, or any of its organisations from participating in any project or being awarded any contract and the bar subsists on the Proposal Due Date.	Undertaking as per Form TECH-7 on stamp paper of appropriate value.
7.	A Bidder shall not have a Conflict of Interest. A Bidder shall be considered to have a Conflict of Interest if any of the conditions set out in Clause 13 of this RFP apply to the Bidder.	Self-Declaration from the Bidder as per Form TECH-6

Note: For the purpose of submission of proposals for this tender and for past experience to meet the eligibility criterion, JV (joint venture) is not allowed.

1.1 Documents / Formats need to be submitted along with TECHNICAL PROPOSAL:

The bidders have to furnish the following documents duly signed in along with their Technical Proposal:

- Filled in Bid Submission Check List in Original (**Annexure-I**)
- Covering letter (TECH– 1) on Bidder's letterhead.
- Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- General Details of the Bidder (TECH – 2)
- Financial Capacity of the Bidder (TECH – 3)
- Power of Attorney (TECH – 4) in favour of the person signing the Proposal on behalf of the Bidder.
- Project Experience of the bidder (TECH – 5)
- Undertaking regarding Conflict of Interest (TECH - 6)
- Undertaking for Non-Blacklisting (TECH-7)
- Approach, Methodology & Work Plan to undertake the assignment (TECH - 8)

Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above may lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP Document. The proposal must be complete in all respect and indexed. Each page should be numbered and signed by the authorized representative.

2. Bid Processing Fee:

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to Rs. 10,000/- (Rupees Ten Thousand only) through online mode of transaction as prescribed in the RFP failing which the bid will be rejected.

3. Earnest Money Deposit/ Bid Security:

3.1 The Bidder shall furnish as part of its Proposal, a bid security of Rs.5,00,000/- (Rupees Five Lakhs only) through online mode of transaction as prescribed in the RFP failing which the bid will be rejected (the "Bid Security"), returnable not later than 180 days from Proposal Due Date.

3.2 In the event that the first ranked Bidder commences the assignment, the second ranked Bidder, whose proposal has been kept in reserve, shall be returned forthwith, but in no case not later than 180). In case successful bidder is announced, the Bid Security of all unsuccessful bidders shall be returned, while the Bid Security of the successful bidder shall continue to be effective until the successful bidder furnishes the Performance Bank Guarantee (as per the provisions of this RFP).

3.3 The EMD shall be forfeited in the following cases:

- a. If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period.
- b. If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by OWSSB; and
- c. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
- d. If the Successful Bidder fails within the Specified time limit to sign the Contract Agreement.

4. Validity of the Proposal:

Proposals shall remain valid for a period of 180 (One hundred and eighty) days from the date of opening of the technical proposal. The Authority reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

5. Pre -bid Queries / Pre-bid Meeting:

- a) Bidders are allowed to submit their queries in respect of the RFP and other details if any to OWSSB through e-mail to uwmowssb@gmail.com till the timeline as per Bidder Data Sheet. Clarifications to the above will be uploaded on the e-procurement site of Odisha i.e. www.tendersodisha.gov.in.
- b) The pre-bid meeting shall be held as per schedule mentioned in the bidder data sheet.
- c) If any information about the subject site is required by the prospective bidder prior to 3 (three) days from the last date of bid submission, the same can be obtained from:

Project Engineer (P&P)

Odisha Water Supply & Sewerage Board (OWSSB)

Unnati Bhawan, 2nd Floor,

Satya Nagar, Bhubaneswar, Odisha 751007

Email - uwmowssb@gmail.com

For the avoidance of doubt, this 3-day buffer applies strictly to physical site access/inspections; all regular technical, financial, or contractual queries concerning this RFP document must strictly adhere to the pre-bid query cutoff date specified in the Bidder Data Sheet.

- d) OWSSB reserves the right not to offer clarifications on any issue or if it perceives that the clarifications can only be made at a later stage, it can do so at a later date.
- e) No extension of any deadline will be granted on the basis or grounds that OWSSB have not responded to any question or not provided any clarification.

6. Preparation and Submission of Proposal:

- i. Detail RFP may be downloaded from www.tendersodisha.gov.in and the Application should be submitted online only. The procedure for E-Tendering is enclosed in this RFP at Section 7.
- ii. The following shall be the form of various documents in the Application:

6.1 Part 1- Technical Proposal [Only Electronic Form (to be uploaded on the Tender Portal)]

Part 1, the “**Technical Proposal**” should have the following documents.

- i. Filled in Bid Submission Check List in Original (Annexure-I)
- ii. Covering letter (TECH– 1) on Bidder’s letterhead.
- iii. Copy of Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- iv. General Details of the Bidder (TECH – 2)
- v. Financial Capacity of the Bidder (TECH – 3)
- vi. Power of Attorney (TECH – 4) in favour of the person signing the Proposal on behalf of the Bidder.
- vii. Project Experience of the bidder (TECH – 5)
- viii. Undertaking for Non-Blacklisting (TECH-7)
- ix. Undertaking regarding Conflict of Interest (TECH - 6)
- x. Approach, Methodology & Work Plan to undertake the assignment (TECH - 8)
- xi. Undertaking on judicial proceedings and/or criminal offences on the Bidder's letterhead
- xii. Certificate of Incorporation, Copy of PAN & GST Registration
- xiii. RFP Document duly signed by Bidder’s Authorized Signatory.

6.2 Part 2- Financial Proposal

The Part 2, the “**Financial Proposal**” should be submitted as per the format for Financial Bid given in **Section 5**, inclusive of all statutory taxes but excluding GST. The ceiling limit for total value for the 19 professionals for 24 months excluding GST shall be Rs 6.42Cr. Bidders offering price more than above ceiling limit shall be rejected.

- iii. The Applicant shall upload scanned copies of the Technical Proposal as specified above on the Tender Portal by the Proposal Submission due date and time as specified in Data Sheet. Financial Proposal as specified in clause 6.2 is to be submitted online only & no hard copy is to be submitted.
- iv. It may be noted that the scanned copies can be prepared in PDF file format for Technical Proposal and in excel format for Financial Proposal, uploaded by the Authority in the designated locations.
- v. Each page of the two parts should be page numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The Authority will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be outrightly rejected by the Authority.

Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal have to be signed by the authorized representative of the bidder. Bids with any conditional offer shall be out rightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.

7. Opening of the proposal:

- (i) Completed proposal must be submitted on or before the time and date stated in the Data Sheet.
- (ii) Opening of Proposals will be done through online.
- (iii) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory.
- (iv) The Financial Proposal will be opened for the shortlisted applicants who qualify for financial opening as per RFP. The date of opening of Financial Proposal will be notified later.

8. Evaluation of Proposal:

A three-step evaluation process will be conducted as explained below for evaluation of the proposals:

- 8.1 Preliminary Evaluation (1st Stage):** Preliminary evaluation of the proposals will be done to determine whether the proposal comply with the prescribed eligibility condition (*pre-qualification criteria as mentioned in Sl. 1, Section-2*) and the requisite documents / information (as per Clause 6.1) have been properly furnished by the bidder or not.

*** Bids not complying with any of the above requirement will be out rightly rejected at the discretion of the Authority's authority.**

Only those bidders meeting both the following capability criteria will be “**Technically Qualified**” for the project.

8.2 Technical Capability: Technical evaluation will be done only for those applicants who clear the requirements set in the ‘Pre-Qualification Criteria’. The Technical eligibility of the candidate shall be assessed based on the following criteria:

S. N.	Evaluation Criteria	Maximum Marks	Relevant Technical Form
1	<p>The bidder should have a minimum annual average turnover (from consulting / advisory business) of at least INR 30 Crores in the last 3 Financial Years (ending 31st March 2025)</p> <ul style="list-style-type: none"> • Average Annual Turnover between INR 30 Crores to INR 40 Crores – 5 Marks • Average Annual Turnover between INR 40 Crores to INR 50 Crores – 10 Marks • Average Annual Turnover greater than INR 50 Crores – 15 Marks 	15	TECH-3
2	<p>The Bidder should have the experience of working as Project Monitoring Unit/ Project Management Unit/ Program Management Consulting (PGMC) / Project Development and Management Consultant (PDMC) for at least 2 years for a government department /agency in India during last 10 (Ten) years in Urban sector such as Housing, Water Supply, Sewerage etc. with a minimum consultancy fee received of ₹2 Crore or more for each such assignment,</p> <ul style="list-style-type: none"> • For successfully managing 2 such Projects – 5 Marks • For successfully managing each additional Project- 2.5 marks. 	15	TECH-5 (A)
3	<p>The Bidder should have the experience of working as Project Monitoring Unit/ Project Management Unit/ Program Management Consulting (PGMC) / Project Management Consultant (PMC) / Project Development and Management Consultant (PDMC) specifically for Sewerage/ Used Water Management/ Water supply projects for at least 2 years under a State /Central Government body /autonomous body or other</p>	10	TECH-5 (B)

	<p>government entity in India during last 10 years with a minimum consultancy fee of ₹2 Crore for each such assignment:</p> <ul style="list-style-type: none"> • For successfully managing such Projects – 2.5 Marks for each project maximum up to 7.5 Marks • Successfully managed at least one PMU / PMC/ PDMC/ PGMC assignment with consultancy fee received of ₹10 Crore or more -2.5 Marks 		
4	<p>Evaluation of Personnel *100 marks (to be converted to 20 marks as per 8.2.1 below)</p>	20	
5	<p>The presentation shall broadly cover the following,</p> <ol style="list-style-type: none"> Company profile Similar work experience Approach & Methodology (Proposed manpower, methods of Survey, standard operating procedure and quality control mechanism, Work Plan, value provided to Authority etc.) Successful execution of at least one Water Supply / Wastewater / Sewerage project using Modern digital project management systems, such as Building Information Modelling (BIM) / Digital Twin along with Integrated dashboards / MIS platforms for real-time monitoring, reporting and decision making. 	40	TECH-8
	Total	100	

Note: CVs of the Key professionals shall be evaluated as per the evaluation criteria. The age limit of the proposed team (except the Senior Wastewater expert and Structural Engineer) shall be below 60 years at the time of deployment. The age limit for the Senior Wastewater expert and Structural Engineer is below 65 years at the time of deployment. All the CVs (minimum educational qualifications, minimum years of professional experience etc.) shall match with the minimum qualifications criteria as mentioned in the RFP. OWSSB shall take interview of the proposed manpower of the selected bidder before signing of agreement. The success of this assignment is based on the quality of the manpower and OWSSB shall give preferences to those CVs who have similar experiences, similar or more educational experience, experience in working in Odisha, working experience in similar PMU and PMC. The man months of professionals mentioned above may increase or decrease during the contract duration of the project based on actual volume of work. The selected bidder shall also deploy a Project Coordinator for coordination between his team and OWSSB. He / She shall be present in the client office for at least 3 days in a month. The post of such personnel shall not be billable to OWSSB.

8.2.1 Evaluation of Personnel (CVs)

Qualification and competence of following professional for the assignment shall be evaluated. The weightage for various key staffs are as under:-

S No.	Staff Position	Marks
4.1	Team Leader cum Project Management Expert	20
4.2	Dy. Team Leader	16

4.3	Sr. Wastewater Expert	16
4.4	Structural Engineer	12
4.5	MEP Expert	12
4.6	Engineering Planning cum Quality Management Expert	12
4.7	Survey & Quantity cum Cost Management Expert	12
	Total	100

Sub criteria for qualification of key Personnel (i.e. Professional staff)- Marking Pattern

S No.	Sub-Criteria	Percentage of Total Marks
1	General Qualifications	20
2	Professional experience related to the assignment scope	40
3	Deployment experience in a PMU/PGMC set up at Govt. client side	20
4	Experience over and above the minimum years of experience criteria as mentioned in the RFP	20
5	Total	100

S No.	Sub-professional/ Supporting Staff Position
4.8	Procurement Expert - Engineering Tenders
4.9	GIS expert – (2 nos.)
4.10	Engineer Associate (Project)
4.11	Engineer Associate (Used water)
4.12	Draughtsman/ Cad Engineer
4.13	IT expert – (2 nos.)
4.14	Project Management Expert (FSSM)
4.15	Capacity Building and knowledge management Expert (FSSM)
4.16	Community Engagement & IEC Expert (FSSM)
4.17	Data management Expert (FSSM)
	Total

Note:

- i. Each key personnel of the preferred consultant shall be called for interview at the time of negotiation at the cost of the Consultant. At the time of interview, the key personnel shall produce the originals of the certificates (Proof of age, Qualifications and experience from their respective employers) in support of their CVs for verification and return.
- ii. If same CV is submitted by two or more firms in an assignment, zero marks shall be given for such CV. Key personnel has to certify in their CV that he has not consented to any consultant other than the applicant to propose their CV in any other position for this assignment. In case, the Key personnel is found having given consent to more than the one bidder, he shall be debarred for Authority's works for two years. The CV of the personnel shall be considered only if it contains the consent of the employee. The agency has to make sure that the personnel have not consented elsewhere.

- iii. if the Key Personnel does not fulfil the minimum academic qualification, the overall score of his CV will be evaluated as zero.

8.2.2 Date, time and venue for Technical Presentation shall be intimated later.

8.2.3 In the first stage, the Technical Proposal will be evaluated based on the parameters stated above. For each Technical Proposal, the total points that can be awarded for each Bidder are 100, and the minimum technical score (T) that a Bidder requires to qualify for opening of the Financial Proposal is **70**.

8.3 FINANCIAL EVALUATION (3rd Stage) : The financial proposals of the bidders qualifying the technical evaluation (2nd Stage) only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting. The lowest evaluated financial proposal (F_m) will be given a maximum financial score of 100 points. The formula for determining the financial scores of other proposals will be computed as follows:

$S_f = 100 \times F_m / F$, in which "S_f" is the financial score, "F_m" is the lowest price, and "F" the price of the Proposal under consideration

Financial Proposal must be strictly using the formats attached in Section 5. No additional items/quantities other than that specified in the formats should be proposed by the Consultant since the same shall not be considered for the evaluation/award. The ceiling limit for total value for the 19 professionals for 24 months excluding GST shall be Rs 6.42Cr. Bidders offering price more than above ceiling limit shall be rejected.

The name of the bidder along with the quoted financial price will be announced during the meeting.

9. Evaluation Process:

The highest evaluated Technical Proposal (**T_h**) shall be given maximum Technical Score (S_t) of 100. The formula for determining the Technical Scores (S_t) of all other proposals is calculated as following:

S_t = 100 x T/T_h, in which "S_t" is the Technical Score, "T_h" is the highest Technical Score given, and "T" is the Technical Score of the proposal under consideration.

Proposals shall be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T_w = the weight given to the Technical Proposal (0.7); P_w = the weight given to the Financial Proposal (0.3); T + P = 1) as following:

$$S = S_t \times T_w + S_f \times P_w,$$

- a) The Selected Applicant shall be the First Ranked Applicant (having the highest combined score). The Second and third Ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in the RFP document.
- b) The Evaluation Committee will determine whether the submitted Financial Proposals are complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the bidder shall, however, be required to carry out such obligations without any additional compensation. In case under such circumstances, if Authority feels that the work cannot be carried out within the overall cost as per the submitted financial proposal, such proposals shall be considered non responsive.
- c) The Evaluation Committee shall determine if the financial proposal is complete and without computational errors.

The award of work shall be done on QCBS basis (Quality cum Cost Based Selection) among the qualifying bidders.

10. Performance Bank Guarantee (PBG):

Within 7 days of notifying the acceptance of a proposal for award of contract, Selected Bidder shall have to furnish a Performance Bank Guarantee amounting to **5%** of the contract value in the form of BG pledged in favour of "Engineer-in-Chief, Odisha Water Supply & Sewerage Board (OWSSB)", payable at Bhubaneswar issued from any Nationalized/ Scheduled Bank, countersigned by its local branch at Bhubaneswar", for a period of **three months beyond the entire contract period** (calculated from the date of effectiveness of the contract) as its commitment to perform services under the contract. Failure to comply with the terms & conditions of the contract agreement shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

11. Contract Negotiation

Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder/s. The bidder will as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any and scope of work.

12. Award of Contract:

After completion of the contract negotiation stage, the Authority will notify the successful bidder in writing by issuing a Letter of Award (LOA) for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 15 days of issuance of the offer letter. After signing of the

contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The contract will be valid for **24 months** from the date of effectiveness of the contract and may be extended for a further period of 12 months based on the performance of the consultant and on mutually agreed terms and conditions.

13. Conflict of Interest:

Conflict of interest exists in the event of:

- (i). Conflicting assignments, typically monitoring and evaluation of the same project by the empaneled bidder;
- (ii). Consultant, agencies or institutions (individuals or organizations) who have a business or family relation with the Authority directly or indirectly; and
- (iii). Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Authority as this would amount to their disqualification and breach of contract.

14. Disclosure:

- (i). Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
 - Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- (ii). Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
 - a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct;
 - corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
 - failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

15. Anti-corruption Measure:

- (i). Any effort by Bidder(s) to influence the Authority in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.

- (ii). A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Authority shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

16. Language of Proposals:

The proposal and all related correspondence exchanged between the bidder and the Authority shall be written in the English language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

17. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. A bidder is not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

18. Legal Jurisdiction:

All legal disputes are subject to the jurisdiction of civil court of Bhubaneswar only within Odisha.

19. Governing Law and Penalty Clause:

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Authority holds the option for cancellation of the contract for pending activities and completes the same from any other Consultant. The Authority may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Authority and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on bidder's part to furnish the deliverables as per the agreed timeline / milestone will enforce a penalty @ 1% per week of subject to maximum of 10% of the total contract value. The amount will be deducted from the subsequent payment. In addition, the PBG amount may also be forfeited. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final. In such situations, the firm will be debarred from participation in future bids of this department for next five years from the date of this occurrence and notifications. In case of unapproved leaves for any resource, the pro-rata amount of the leave period may be deducted from the invoice amount of the consultant. Such deduction shall be as per decision of the Authority.

Selected Agency is expected to deploy all personnel for project after signing the Contract with the Client or any subsequent requirement from the Client during the Contract period, within 15 days of signing of Contract and within 45 days on subsequent new requirements; failing which Authority shall deduct 5% of Monthly Payment Due only in the succeeding month.

20. Confidentiality:

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Consultant of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Authority's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Authority, the Consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

21. Amendment of the RFP Document:

At any time before submission of proposals, the Authority may amend the RFP by issuing an addendum at www.tendersodisha.gov.in only. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the Authority may, at its discretion, extend the deadline for the submission of the proposals.

22. Authority's right to accept any proposal and to reject any or all proposal(s):

The Authority reserves the right to accept or reject any proposal, and to annul or amend the bidding / selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders.

23. Copyright, Patents and Other Proprietary Rights:

OWSSB shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Authority's request, the Consultant shall take all necessary steps to submit them to the Authority in compliance with the requirements of the contract.

24. Replacement of Key Personnel:

- (a) **It may be noted that the Team Leader proposed for the Project shall be available for the entire duration of the Project.** Except as the Client may otherwise agree, no changes shall be made in the Key Personnel after deployment. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace more than 1 Key Experts in the 1st six months, a penalty of 10% of the professional fee quoted for that Key Expert shall be imposed

by the Client. The Consultants shall provide as a replacement a person of equivalent or better qualifications & experience. **Permission from the client shall be sought at least 1 month prior intends to replace any of the key experts.**

The consultant shall ensure that any such activity of replacement of the Key experts will not delay or affect the progress and quality of the service by Consultant. Allowable change limit for key professional is once (1) for the entire project duration of 24 months.

- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) **has reasonable cause to be dissatisfied with the performance of any of the Personnel**, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client. The replaced key personnel shall not be professionally employed anywhere in Authority works. Authority shall not further consider CV of such key personnel directly or indirectly for any of its projects for this period.
- (c) In order to prevent the tendency of the personnel and Agency to submit incorrect and inflated CV, they should sign every page of CV before submission in order to authenticate that CV furnished by them is correct. The Agency and the personnel through Agency should be informed by Authority while accepting CV of the new personnel that if CV is found in correct and inflated at a later date, the personnel accepted would be removed from his assignment and debarred from further Authority works for a period of 3 (three) years. The Client reserves the right to verify all statements, information.

25. Force Majeure:

For purpose of this clause, "Force Majeure" means an event beyond the control of the Consultant and not involving the Consultant's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the Consultant, which prevents or delays the execution of the work. If a force Majeure situation arises, the Consultant shall promptly notify Authority in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Authority in writing, the Consultant shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Consultant shall advise Authority in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than 15 days, if arising out of causes of Force Majeure, Authority reserve the right to cancel the contract without any obligation to compensate the Consultant in any manner for whatsoever reason.

26. Settlement of Dispute:

In the case of dispute arising upon or in relation to or in connection with the contract between the Authority and the Consultant, which has not been settled amicably, the same shall be resolved or settled by way of arbitration by the sole arbitrator to be appointed by EIC, OWSSB and the decision of the arbitrator shall be final & binding on both the parties. The arbitration shall be held in accordance to the provisions of Arbitration and Conciliation Act 1996 and the place of arbitration shall be only at Bhubaneswar

27. Disqualification of Proposal:

The proposal is liable to be disqualified in the following cases as listed below:

- Proposal submitted without Bid Processing Fee & EMD as applicable
- Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP
- During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
- Proposal is received in incomplete form
- Proposal is received after due date and time for submission of bid
- Proposal is not accompanied by all the requisite documents / information
- A commercial bid submitted with assumptions, conditions or uncertainty.
- Bids with any conditional technical and financial offer
- If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value
- Proposal is not properly signed
- Proposal is not conforming to the requirement of the scope of the work of the assignment.
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/ fraudulent means at any point of time during the bid process
- If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
 - Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices

28. Liability:

The Liability of the selected Consultant under this agreement in any case shall not be beyond the amount of fees payable to the selected Consultant under this agreement.

29. Indemnity:

Selected Consultant shall at its expense and to the maximum extent permitted by law, will indemnify, defend and hold harmless OWSSB from all claims, judgements, actions or suits, proceedings, demands, liabilities, costs, losses damages and expenses arising out of or relating to (a) any negligent act or omission or intentional wrongdoing of the Selected Consultant or its representatives; (b) any claim that the provision or utilization of services or any portion thereof is not in compliance applicable laws, rules, regulations, orders of any governmental Consultant; (c) for injuries or damages to persons or property sustained by or claimed to have been sustained by anyone whomsoever by reason of the works undertaken by the Consultant.

SECTION: 3

TERMS OF REFERENCE (TOR)

Terms of Reference (ToR)

1. Background

The Department of Housing and Urban Development Department, Odisha, serves as the primary implementing authority for the Swachha Bharat Mission Urban (SBM(U)). The Odisha Water Supply & Sewerage Board (hereinafter referred to as “OWSSB”) proposes to establish a Project Management Unit (PMU) to provide professional, technical, financial, and managerial support for planning, implementation, monitoring, and commissioning of sewerage and wastewater management projects, including sewer networks, pumping stations, sewage treatment plants (STPs), and associated infrastructure.

The Agency selected for providing services of the PMU shall function as an extended arm of the Board and shall ensure timely, cost-effective, and quality implementation of projects in compliance with applicable technical standards, statutory requirements, and funding agency guidelines.

2. Objective

The key objectives of the PMU are to:

- Support the Board in **planning, design review, and implementation** of sewerage projects.
- Ensure **time, cost, and quality control** of all project components.
- Strengthen **contract management and procurement processes**.
- Ensure compliance with **environmental, social, and safety safeguards**
- Facilitate coordination among stakeholders including ULBs, contractors, consultants, and funding agencies
- Support OWSSB in strengthening performance and sustainability of the Faecal Sludge and Septage Management (FSSM) value chain related activities across ULBs.
- Build institutional capacity for sustainable **operation and maintenance (O&M)**

3. Scope of Services

Scope of work of the PMU broadly includes but not limited to the following:

3.1 Support to Used Water Management Cell:

The PMU shall provide comprehensive technical support to the Used Water Management (UWM) Cell of the Board for preparation of Detailed Project Reports (DPRs) related to sewerage, wastewater treatment, reuse, and disposal projects. However, the survey, design, and preparation of DPR shall be done by OWSSB through its UWM Cell. The scope shall include:

3.1.1 Data Collection & Assessment

- Collection, compilation, and validation of baseline data including population, water supply, wastewater generation, existing sewerage systems, STPs, pumping stations, and reuse infrastructure
- Assessment of existing asset condition, capacity gaps, and performance
- Review of city sanitation plans, master plans, and previous DPRs

3.1.2 Planning & Technology Options

- Support in selection of appropriate wastewater collection/ interception and diversion (I&D) system, treatment, reuse, and disposal options
- Evaluation of STP process technologies considering land availability, influent characteristics, energy efficiency, reuse potential, and O&M requirements
- Assessment of decentralized vs centralized treatment solutions

3.1.3 Engineering Design Inputs

- Preparation and review of sewer network layouts, pumping main alignments, and STP layouts
- Hydraulic calculations for sewers and pumping systems
- Support in preparation of preliminary drawings and design concepts

3.1.4 Cost Estimates & Financial Analysis

- Preparation and vetting of capital cost estimates
- Estimation of operation & maintenance (O&M) costs
- Support in financial viability analysis and phasing of investments

3.1.5 Environmental & Social Safeguards

- Support in identification of environmental and social impacts
- Preparation of inputs for environmental management plans and statutory clearances
- Assistance in stakeholder consultations and addressing public concerns

3.1.6 Implementation Planning

- Preparation of implementation schedules and phasing plans
- Support in selection of implementation models (EPC, DBOT, HAM, etc.)
- Identification of risks and mitigation measures

3.1.7 DPR Finalization & Approvals

- Compilation and structuring of DPR documents as per State Government / funding agency guidelines
- Support in responding to observations of appraisal committees and funding agencies
- Assistance in DPR presentation, approval, and sanction processes

3.2 Project Governance and Management:

- i. Support in implementing various Plan, specifying time frame, operational components, guidelines and in channeling financial resources from State, Central and externally aided sources/ and providing technical assistance required by OWSSB.
- ii. Collaborating with relevant departments and agencies to identify and prioritize the Sewerage and other development projects.
- iii. Support OWSSB to develop guidelines for framing policies and regulations in accordance with ongoing challenge in implementation activities.
- iv. Develop guidelines, SOPs, policies and strategies for existing and new projects.
- v. Ensuring adherence to all relevant laws, regulations, and guidelines. This includes addressing any compliance issues and rectifying them promptly.
- vi. Provide oversight on initial and revised baselines and gap vis-a-vis progress on ongoing basis.
- vii. Support ULBs to conduct environmental impact assessments of the projects and propose measures to mitigate potential negative impacts on the environment and public health.
- viii. Establish quality control mechanisms for projects and regularly monitor their performance to ensure compliance with standards.
- ix. Examine the need and possibilities of improving and securing (making safe) the work conditions of field staffs and devise the appropriate rules and procedures to achieve the same

3.3 Innovation & Knowledge Management:

- i. Provide knowledge management support to Client for activities related to research, pilot studies, capacity building, training and project evaluation.
- ii. Support OWSSB to identify training needs and organize capacity-building programs for staff, government officials, and other stakeholders involved.
- iii. Provide technical expertise and guidance for preparation of technical DPR for various sewerage and waste water management projects across ULBs as and when taken up by OWSSB.
- iv. To come up with effective enforcement modules for all policies adopted for implementation of projects.
- v. Support OWSSB in engaging knowledge partners that include national and international academic and research institutions, thinktanks, and other relevant organizations.
- vi. Documentation of best practices and learnings of innovative project models from cities across the globe for replication and dissemination through workshops and conferences.
- vii. Provide support for organizing workshops, seminars, conferences for capacity building in areas of urban development in Bhubaneswar.
- viii. Review and document project benefits, impacts, good practices and project learnings for replication and dissemination.
- ix. Maintaining accurate records, preparing reports, and documenting the progress of projects and activities. This includes submitting periodic reports to higher authorities and participating in review meetings, presentations etc.

3.4 Bid Process Management

- i. Provide transaction advisory and bid process management support including preparation of bid documents, managing bid process, carrying out bid evaluation, preparation of bid evaluation report, issue of letter of intent, signing of contract for appointment of suppliers for goods and services for smart city projects.
- ii. Prepare proposals for consideration of various project development, financing and implementation partners including concept notes, presentations, and follow-ups.
- iii. Review the techno economic viability of projects and Project structuring.
- iv. Provide support in structuring projects to with a focus on enabling recovery of the investments made in such projects through innovative business and commercial practices such as but not limited to commercial sale/lease of real estate, levy of user charges/fee/toll facilitating financial contribution with convergence of funds by identifying the sources of the funds and advise the Authority on availability of grant from any scheme / Government of India or any other organization for the projects and utilization of development rights / concessions etc., as appropriate under the applicable laws.
- v. Structure and market the projects in such a manner that various forms of aid, grant etc. from the Government of India, national and international institutions etc. can flow into the projects.
- vi. Assist in preparation of Project Information Memorandum, bidding documents, contract agreements etc. for selection of Developer through competitive bidding process on the basis of basic principles of competitive bidding, arranging pre-bid meets and responding developers' queries.
- vii. Assist to identify the role of the developer and operator in design, construction, Finance, disposal, maintenance, and transfer. Such suggestions may include proposals for grants, if required, with justification, for improving the viability of the project, along with cost and phasing of such grants.
- viii. Provide support implementation support including contract negotiation, contract management and contract closure.
- ix. Support OWSSB to appoint consultants to carry out feasibility study, develop project structures, prepare detailed project reports and tender documents and provide bid process management support for selection of implementing agency.

3.5 Project Monitoring & Reporting

- i. Project Management, Monitoring and reviewing of all projects.
- ii. Support in defining and implementing service level benchmarks as well as monitoring of service agencies.
- iii. Monitoring of existing as well as upcoming contracts
- iv. Support OWSSB to oversee contracts with various service providers and contractors, ensuring that they meet their obligations and deliver services as per agreed terms
- v. Support OWSSB to oversee the implementation of various projects, ensuring they adhere to approved plans, budgets, and timelines like
 - Monitor construction progress of sewer lines, pumping stations, and STPs

- Review contractors' work programs and milestones
 - Ensure quality assurance and quality control (QA/QC)
- vi. Develop and recommend MIS for effective control to enable proper planning, scheduling, and measurement of performance, and help ensure successful delivery of various programs.
 - vii. Provide support for the overall planning and coordination and review - interact, coordinate with stakeholders including various government agencies and other concerned departments as may be necessary for overall project management of the program.
 - viii. Oversee performance of engaged experts/ parastatals/firms providing support to projects and their implementation under Bhubaneswar.
 - ix. Ongoing tracking and monitoring of program activities: Program monitoring will include overseeing key areas of the project, tracking of key milestones, analysis, and measurement of project criticality, raising of early alarms to inform OWSSB and forecasting.
 - x. Prepare regular progress report based on data for different periodicity and different levels of monitoring.
 - xi. Preparation of consolidated progress reports including identification of problems and bottlenecks in work implementation and providing recommendations.
 - xii. Design and implement input templates for data collection from project teams and conduct training on populating the same on a periodic basis. Collect data from respective agency/authority for preparation of weekly / monthly MIS / Management presentations.
 - xiii. Support OWSSB in conducting review meetings involving all stakeholders and prepare dashboard/ reports for submission and perusal of external stakeholders.
 - xiv. Prepare MIS framework for various progress reporting at weekly, and monthly levels from the developer / contractor for the projects.
 - xv. Escalate issues to OWSSB management in case of unavailability of data from project teams / contractors on timely basis
 - xvi. Maintain project records, drawings, and as-built documentation

3.6 Comprehensive Technical and Operational Support for Faecal Sludge and Septage Management (FSSM) across ULBs

3.6.1 FSTP operation

- i. Monitor performance of all FSTPs such as functioning of all pumps and motors, valves, drying bed, cleaning of beds and tanks periodically, functioning and testing of samples in the FSTP laboratory, trimming of planted gravel filter plants, operation of desludging vehicles, record keeping, capacity utilisation & treatment quality etc.
- ii. Monitor construction, commissioning, and upgradation of FSSM 2.0 works at FSTPs. Identify bottlenecks; coordinate with ULBs, contractors for timely completion of FSSM 2.0 works.
- iii. Conduct regular site visits to all FSTPs to ensure operational conditions.
- iv. Assist H&UD to engage an agency for AMC of all mechanical equipment (sludge and water pump & motor and desludging vehicles)

- v. Conduct monthly assessments of the plant, SHGs and Lab-TRPs; advise ULBs/SHGs/Lab TRPs on corrective actions.
- vi. Tracking solar energy production and metering at each FSTP.
- vii. Provide technical assistance, troubleshooting, and on-site handholding support to ULBs/SHGs/TRPs on O&M issues.
- viii. Assist ULBs to update SPCB consents.
- ix. Monitor dry sludge production and further processing; assist ULB for their utilisation.
- x. Prepare technical reports/briefs/presentations for reviews and submit progress updates to H&UD Dept.
- xi. Assist H&UD in conducting review meetings with ULBs and stakeholders.
- xii. Provide inputs on policies, guidelines, SOPs, and regulatory frameworks.

3.6.2 Capacity development and knowledge management

- i. Assist H&UD for capacity-building for ULB engineers, district teams, desludging operators, SHGs, and TRPs as and when required with support of Odisha Urban Academy.
- ii. Build ULB capacity via peer learning, mentoring, and handholding during trainings/IEC rollouts.
- iii. Develop and support implementation of IEC/BCC plans for scheduled desludging and reuse of biosolids.
- iv. Facilitate State-/ULB-level campaigns on safe and decentralised sanitation service.
- v. Support in organizing thematic workshops, and best-practice sharing events.
- vi. Engage regularly with SHGs/Community Partners/TRPs involved in FSTP O&M.
- vii. Monitor and assess SHGs and Lab TRPs performance each month through structured assessments and field supervision.
- viii. Provide continuous handholding support to improve FSTP O&M, desludging operations and record-keeping at all ULBs.
- ix. Advise SHGs and TRPs on corrective actions from field observations; intimate issues to ULB/District/H&UDD level as required.
- x. Strengthen SHG and TRP capacity through trainings, mentoring, exposure visits, performance feedback, and regular on-site visits to address operational issues.

3.6.3 Scheduled desludging

- i. Support scheduled desludging in pilot ULBs and scale up in other ULBs after its success.
- ii. Develop and operationalize scheduled desludging framework and monitor performance.
- iii. Support ULBs in regulating/licensing/overseeing service providers and advising on corrective measures for non-compliance.

3.6.4 Biosolids Reuse

- i. Assess biosolids quantity/quality and current practices; recommend compliant, reuse-aligned strategies.
- ii. Support co-composting, thermal treatment, and nutrient recovery in FSTPs.
- iii. Provide capacity-building support to ULBs/SHGs/TRPs on handling and quality.

3.6.5 FSSM-Digit

- i. Strengthen coordination among ULBs, SHGs, TRPs, and desludging operators as per the process flow of SUJOG-FSSM and FSSM-Digit for its usage.
- ii. Strengthen FSSM-DIGIT usage in each ULB via indicator integration and dashboard improvements by working with the FSSM-Digit and SUJOG-FSSM team.
- iii. Support operationalisation of toll-free numbers for desludging service and grievance.
- iv. Monitor desludging operations, FSTP performance, and regulatory compliance.
- v. Establish feedback capture mechanisms; provide guidance/handholding to ULBs on grievance resolution.
- vi. Follow up with ULBs to ensure timely resolution within defined timelines.
- vii. Compile field visit findings and submit monthly reports to Government using MIS dashboards and field data.
- viii. Identify gaps, advise time-bound corrective action plans in FSSM-Digit/SUJOG-FSSM.

3.6.6 Rural Urban Convergence

- i. Monitor convergence between rural and urban desludging service to maximize urban FSTP utilisation.
- ii. Monitor rural desludging and treatment at urban FSTPs.

4. Payment Schedule

The total duration of the Consultancy shall be **24 (twenty-four) months** (Contract Period) and may be extended for another 12 (twelve) months on the same terms and conditions, based on performance of the consultant. **Payment shall be made on man- month basis on actual deployment by the Agency and approved by client (OWSSB) and based on man-month rate quoted by the Consultant. Payment will be made monthly on submission of Invoice in duplicate to the employer as per the agreed manpower deployed engaged for the project.** Consultant shall deploy its Key Personnel as per the Deployment of Personnel proposed and provided in the Agreement. Also, the Agency shall provide back-end support to PMU team as and when necessary such as technological support/bringing in best practices from other projects in the country/overseas to the extent of the similar scope etc., as defined in Clause 3: Scope of Work above.

The scope of the work of this tender, does not include survey, soil investigation and flow measurement. The scope include assistance to UWM cell in the preparation of Detailed Project Report for 110 ULBs.

However, during the contract period, if OWSSB requires, the selected agency shall prepare RfP/ bid documents to engage agencies for soil investigation, topographical survey, flow measurement and quality characterization in the drains of the ULBs etc., coordination with line departments

Office Space:

A dedicated Office space will be provided within the OWSSB Office Building for the PMU team. For any outstation travel for project related work by any of the PMU team members, travelling expenses (as claimed by the PMU team with due concurrence from the authorities) shall be reimbursed as per admissible norms of Government.

TOR Related Information - Deliverables/ Reporting

The Consultant's performance would be reviewed monthly and monitored through the performance reports. A review Contract management Committee (CMC) will review the work of the Consultant from time to time.

Actions related to reporting shall be followed as per the schedule agreed with the Consultant and shall be viewed as a major indicator of performance of the Consultant.

The performance of the Consultant's Team shall be considered complete in every month only when timely submission of deliverables has been made. The assignment/ contract shall follow a Time-Based approach, requiring the consultant to submit deliverables as per the client's directives. The project deliverables shall remain dynamic under this approach, and the consultant shall ensure timely submission based on client requirements.

Deliverables

List of Reports and Delivery Schedule

Deliverables	Timeline
Monthly Reports (MR)	Within one week after the end of each month
Annual Reports (AR)	Within four weeks after the end of the fiscal or calendar year (as agreed).

Any correction/ modification/ alteration to the deliverables suggested by the Client shall be done promptly by the Consultant and resubmitted in the same manner within fifteen days of intimation.

5. Period of Services

7.1 Contract will be initially for a period of 24 months from the date of deployment of the personnel in OWSSB office with fee to remain fixed. On completion of the initial contract period of 24 months, and on satisfactory performance of the consultant, the agreement may be renewed for another 12 months on existing terms and conditions with same contract value.

7.2 The proposed manpower deployment for this period shall be matching the activities to be performed during the said period. OWSSB, at its sole discretion and as per its requirement, may ask in writing to the successful bidder to increase the number of personnel's at the same rate as proposed in the Financial proposal anytime during the contract period.

6. Performance Clause

Project Management Consultant shall be expected to fully comply with all the provisions of the 'Terms of Reference'.

The Consultant shall submit a Performance Guarantee for an amount equal to 5% of the annual Contract value in the form of a Bank Guarantee from Nationalized / Scheduled Commercial bank having its local branch offices in Bhubaneswar. The Performance Guarantee shall be returned after the Consultancy Services by the Consultant

7. Consultancy Team

The Consultancy team for the Core Scope of Services under this RFP, i.e. Project Monitoring Unit are as follows:

S.No.	Name of position	Minimum Educational qualifications	Minimum Professional experience
1.	Team Leader cum Project Management Expert.	B.Tech (Civil) and M. Tech. in Environmental Engineering/ MBA/PGDCM from reputed institute.	Minimum of 15 years of experience in detail Engineering design for wastewater facilities, pumping system and distribution network and project Management. Experience of working as Team Leader / Deputy Team Leader for at least 5 years in PMC/ PMU assignments is desirable.
2.	Dy. Team Leader	B.Tech (Civil) and M. Tech. in Environmental Engineering from reputed institute.	Minimum 10 years of professional experience in wastewater facilities, STP, pumping system, distribution network and project management etc. Shall have at least 3 years of experience in working in Government PMU / PMC assignments.
		Or Any Graduate with MBA/PGDBM (Finance) with at least 15 years of professional experience.	Minimum 15 years of professional experience is required. The candidate shall have extensive experience of working in PMU/PGMC set up with Govt department in procurement/ contract management of engineering projects (Item rate / EPC/ Turnkey mode/ DBO/ HAM), project appraisal, bid process management of PPP projects etc. Shall have at least 3 years of experience in working in Government PMU / PMC assignments.

RFP for Selection of Agency for Setting up Project Management Unit (PMU) at Odisha Water Supply & Sewerage Board (OWSSB)

3.	Senior Wastewater Expert	B. Tech (Civil) and M. Tech. in Environmental Engineering from reputed institute.	Minimum of 10 years of experience in planning, detail Engineering design of wastewater facilities, STP and pumping system etc.
4.	Structural Engineer	BE/B.Tech (civil) with ME/ M.Tech in Structural Engineering.	At least 10 years of experience in the field of Structural Engineering. Experience in design of water, wastewater infrastructure related projects is preferable.
5.	MEP Expert	B.E / B.Tech in Mechanical/ Electrical Engineering.	Minimum of 10 years of experience in planning, supervision, design review, quality checking for water & wastewater facilities, pumping system and related work. Shall have experience in working as a MEP expert in a Government sector/ PSU project/ PMU / PMC assignment in Govt sector.
6.	Engineering Planning cum Quality Management Expert	B.E / B.Tech in Civil / Mechanical Engineering.	Minimum of 10 years of experience in planning, supervision, design review, quality checking for water & wastewater facilities, pumping system and distribution network. Shall have mandatory experience in working in Government sector/ PSU projects/ or PMU / PMC assignment as a deployed professional in Govt. sector.
7.	Survey & Quantity cum Cost Management Expert	BE/ B.Tech in Civil Engineering.	Minimum 10 years of experience for B.Tech in preparation of estimates and BOQ for Tender document. Experience in review of approved BoQ in the contract document and control on quantities of each item mentioned in the document. Shall be responsible for measuring all quantities and works for keeping records of all measurements; preparing rate analysis, estimate, quantity, calculations, cross checking of measuring including monitoring and supervision and to ensure that the contractor is paid in accordance with the contract. Shall have experience in working in Government sector/ PSU project/ or PMU / PMC assignment as a deployed professional in Govt. sector.

RFP for Selection of Agency for Setting up Project Management Unit (PMU) at Odisha Water Supply & Sewerage Board (OWSSB)

8.	Procurement Expert: Engineering Tenders	B.E/ B.Tech in Civil Engineering and MBA / PGDBM.	Minimum 07 years of professional experience in Procurement, engineering tendering, project management etc. Shall have at least 3 years of experience in working in Government sector/ PSU projects/ or PMU / PMC assignment as a deployed professional in Govt. / PSU sector.
9.	GIS Expert (02 nos.)	Bachelor/ Master Degree in GIS and Remote sensing / urban planning from any reputed institute / University.	Minimum 05 years of experience in implementation of project using GIS and Remote sensing. Excellent command over GIS software like Arc GIS, Erdas Imagine, QGIS, Global Mapper.
10.	Engineering Associate (Project)	B.E / B.Tech in Civil Engineering/ M-tech (Env. Engg)	B.E / B.Tech in Civil Engineering with 05 years of experience or M-tech(Env.) with 03 years of experience in wastewater project and field work. Shall be responsible for Preparation of DPR, reports, and support UWM Cell.
11.	Engineering Associate – (Used Water)	B.E / B.Tech in Civil Engineering/ M-Tech (Env.).	B.E / B.Tech in Civil Engineering with 05 years of experience or M-Tech (Env.) with 03 years of experience in design and DPR preparation for wastewater projects. Shall be responsible for Preparation of DPR, reports, and support UWM Cell.
12.	Draughtsman/ CAD Engineer	B.E / B.Tech in Civil Engineering with Proficiency in AutoCAD (2D mandatory; 3D is an advantage) or Diploma (Civil) from a recognized institute	Minimum with at least 3 years' experience for B.E/B.Tech and 5 years for Diploma in preparation of engineering drawings using AutoCAD and experience in working in various engineering assignments. Ability to prepare: Working drawings, Layout plans, As-built drawings, Bar bending schedules (for civil works). Understanding of Engineering symbols, Technical specifications, Construction standards and codes. Working experience in PMU/PMC is preferable.

13.	IT Expert (02 nos.)	B.Tech / B.E. in Computer Science Engineering / Information Technology/ Electronics & Communication	Minimum 3 years of experience in IT/MIS works/ Data management. Working experience in PMU/PMC is preferable.
14.	Project Management Expert (FSSM)	Bachelor's degree in civil/ mechanical/ environmental engineering/ urban management/ public health engineering	<ul style="list-style-type: none"> • 5 years' experience in WASH/FSSM program monitoring, or sanitation service delivery • Experience with performance monitoring frameworks, compliance tracking, and environmental standards (CPCB/SPCB norms) • Experience working with Government departments & ULB systems Knowledge of MIS dashboards & KPIs
15	Capacity Building and knowledge management Expert (FSSM)	Master's degree in public health/ social work/ development studies/ urban governance/ management or related field Or Bachelor Degree in public health/ social work/ development studies/ urban governance/management or related field for a minimum 07 years of experience.	<ul style="list-style-type: none"> • 5 years' experience in WASH/FSSM capacity building, institutional strengthening, and knowledge management • Experience designing training modules, SOPs, and ToT frameworks • Experience working with SHGs, SDAs, ULB staff, desludging operators & community institutions • Fluency in Odia preferred
16	Community Engagement & IEC Expert (FSSM)	Master's degree in communications/ social sciences/ public health/ development communication/ Sociology or Bachelor in communications/ social sciences/ public health/ Development communication/ Sociology University for a	<ul style="list-style-type: none"> • 5 years' experience (in case of master's degree) or 7 years' experience (in case of bachelor's degree) in IEC/BCC campaigns/ community mobilization/ sanitation behaviour change • Experience in WASH/ social behaviour change communication and citizen engagement • Proven experience in campaign design, grievance awareness & stakeholder engagement • Fluency in Odia preferred

		minimum 07 years of experience.	
17	Data Management Expert (FSSM)	Bachelor's degree/ Master's degree in Data science/ IT/ Statistics/ Urban Informatics or Master's degree with 03 year experience in Data science/ IT/ Statistics/ Urban Informatics	<ul style="list-style-type: none"> • 5 years' experience (in case of master's degree) or 7 years' experience (in case of bachelor's degree) in data analytics, dashboard development and sanitation/ WASH data systems • Experience with DIGIT platforms, data validation protocols and performance dashboards • Proficiency in data visualization, database management and reporting tools

Note:

- i. A Project Coordinator (**Non-Billable**) at the Head Office level shall be allotted for the Project with atleast 20 years of experience in managing / leading Infrastructure Project Management assignments in various PMU/ PGMC projects. He/She shall have substantial experience in working in Odisha for various infrastructure projects. The Agency shall also be responsible for providing back-end support to PMU team as and when necessary technological support/bringing in best practices from other projects in the country/overseas to the extent of the similar scope as defined in Clause 3: Scope of Work above and all cost associated with to be included in the overall fee quoted.
- ii. The above-mentioned proposed team of Key Personnel is as per the requirement of the present Ongoing Projects. The deployment of Personnel will be as per the as per the instructions of OWSSB. The number of PMU team members (as per similar qualifications and experience as mentioned above) may be increased during the contract tenure based on project work and as deemed necessary by EIC, OWSSB

SECTION : 4

TECHNICAL PROPOSAL SUBMISSION FORMS

TECH -1

COVERING LETTER

(ON BIDDER'S LETTER HEAD)

[Location, Date]

To,

The Engineer-in-Chief,

Odisha Water Supply & Sewerage Board (OWSSB)

Unnati Bhawan, 2nd Floor, Satya Nagar,

Bhubaneswar- 751007, Odisha

Subject: Engagement of Agency for Setting up Project Management Unit (PMU) at Odisha Water Supply & Sewerage Board (OWSSB)

Dear Sir,

1. With reference to your RFP document no. _____, dated _____, I/We, having examined the RFP Documents and understood their contents, hereby submit my/our proposal for the aforesaid Project. The Proposal is unconditional and unqualified.
2. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of the Consultant for the aforesaid Project, and we certify that all information provided in the proposal and its Annexures along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the proposal are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Consultant for setting up Project monitoring unit at OWSSB as per the scope as mentioned in the RFP.
4. I shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the BID.
5. I acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I declare that:

- (a) I have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - (b) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (c) I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) the undertakings given by us along with the Application in response to the RFP for the Project were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I shall continue to abide by them.
8. I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
9. I certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
11. I further acknowledge and agree that in the event such change in control occurs after signing of the Agreement up to its validity, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
12. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
13. In the event of i/we were declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
14. I have studied all the Bidding Documents carefully and also surveyed the project area. We understand that except to the extent as expressly set forth in the Agreement, we shall have no

claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.

15. The BID Security/ EMD is attached.
16. The documents accompanying the Technical Bid, as specified in the RFP, have been submitted in separate files.
17. I agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me or our BID is not opened or rejected.
18. The BID Price has been quoted by me after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
19. I agree and undertake to abide by all the terms and conditions of the RFP document.
20. I shall keep this offer valid for 180 (one hundred and eighty) days from the BID Due Date specified in the RFP.
21. I hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

In witness thereof, I submit this BID under and in accordance with the terms of the RFP document.

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation: _____

Address of Bidder: _____

TECH -2

Bidder's Organization (General Detail)

Sl. No.	Description	Full Details
1	Name of the Bidder	
2	Address for communication: Tel : Fax: Email id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id :	
4	Registration / Incorporation Details Registration No: Date & Year. :	
5	Local office in Odisha If Yes, Please furnish contact details	Yes / No
6	Bid Processing Fee Details Amount: Online reference No. : Date: Name of the Bank:	
7	EMD Details Amount : Online reference No.: Date: Name of the Bank:	

8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	
10	Willing to carry out assignments as per the scope of work of the RFP	YES
11	Willing to accept all the terms and conditions as specified in the RFP	YES

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH -3

Bidder Organization (Financial Details)

Financial Information in INR				
Details	FY <u>22-23</u>	FY <u>23-24</u>	FY <u>24-25</u>	Average
Average Annual Turnover (in Crore).				
Supporting Documents: Audited certified financial statements for the last Three FYs (preceding the Financial year in which the proposal is due) (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form). In case audited statement for FY 24-25 are not available, bidder may provide provisional statement certified by a chartered Accountant for the same. <i>Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.</i>				

Signature and Seal of the Company Auditor with Date in original

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

Communication Address of the Bidder: __

[NB: No Scanned Signature will be entertained]

TECH -4

FORMAT FOR POWER OF ATTORNEY

(On Stamp Paper)

Know all men by these presents, We [name of the company/firm/trust/organization/Consultant and address of the registered office] do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name),and presently residing at, who is presently employed with us, as our true and lawful attorney (hereinafter referred to as the **Attorney**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for providing _____ Services to **OWSSB**), including but not limited to signing and submission of all Proposal documents and other documents and writings, participate in investor consultations and other conferences and providing information/responses to OWSSB, representing us in all matters before OWSSB, signing and execution of all contracts including undertakings consequent to acceptance of our Proposal, and generally dealing with OWSSB in all matters in connection with or relating to or arising out of our Proposal and/or upon award of the Project to us and/or till the entering into of the service agreement with OWSSB.

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarized)

Accepted.....

(Signature)

(Name, Title and Address of the Attorney)

TECH -5 (A)

(BIDDER'S PAST EXPERIENCE DETAILS)

Details of the assignments undertaken / completed in urban sector as PMU/PMC/PGMC in the last ten years:

Sl. No.	Name of Project	Name of Authority with address and contact numbers	Date of Award of Contract	Date of completion of assignment (for both completed and ongoing projects)	Period of Service	Description of project area	Contract Value (in INR)	Description of services provided	Ref page No. (as enclosed in bid document)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

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

Name and Designation with Date and Seal: _____

Note: Bidders are requested to furnish the list of assignments of similar nature undertaken during the last 10 Years (preceding the Proposal Due Date) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document and Completion Certificate from the previous Authority's need to be furnished along with the above information.

TECH -5 (B)

(BIDDER'S PAST EXPERIENCE DETAILS)

Details of the similar assignments undertaken / completed in specifically for Sewerage/ Used Water Management/Water Supply Project as PMU/PMC/PGMC/any other consulting project in the last ten years:

S. No.	Name of Project	Name of Authority with address and contact numbers	Date of Award of Contract	Date of completion of assignment (for both completed and ongoing projects)	Period of Service	Description of project area	Contract Value (in INR)	Description of services provided	Ref page No. (as enclosed in bid document)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

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

Name and Designation with Date and Seal: _____

Note: Bidders are requested to furnish the list of assignments of similar nature undertaken during the last 10 Years (preceding the Proposal Due Date) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document and Completion Certificate from the previous Authority's need to be furnished along with the above information.

TECH -6

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your Consultant which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Clause 1, Point (6). If yes, please furnish details of any such activities.

If no, please certify,

IN BIDDER' S LETTER HEAD

I, hereby declare that our Consultant _____ as Individual is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Information to the Bidder] under Eligibility Criteria: Clause 1, Point (6)**.

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

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

Communication Address of the Bidder: __

TECH -7

Undertaking for Non-Blacklisting on Stamp Paper

[On the Stamp Paper of Rs.100/- in shape of a notarized affidavit]

I/we, hereby undertake that, our organization has not been blacklisted / debarred by any of the Central / State Government Ministry / Department/ Office or by any Public Sector Undertaking (PSUs) and I/we are not blacklisted by any authority and that no debarment/blacklisting subsists as on the Proposal Due Date.

Yours sincerely,

Authorized Signature

[In full and initials]: _____

Name and Designation of the Signatory:

Name of the Bidder and Address

TECH -8

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

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

A. Understanding of Scope, Objectives and Completeness of response

Please explain your understanding of the scope and objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s), and the degree of detail of such output. **Please do not repeat/ copy the ToR here.**

B. Company profile & Differentiating factors

C. Similar work experience

D. Approach & methodology (Proposed manpower, standard operating procedure and quality control mechanism, Work Plan, grievance redressal, value provided to Authority etc.)

- a.Detail research design including sample design and estimation procedure.
- b.Field Process Protocol control
- c.Suggestive tools for data collection.
- d.Analysis of field data and preparation of reports
- e.Any other issues

E. Technological solutions deployed by Consultant:

The bidder should propose technological solutions that would be adopted under the proposed assignment with sub-activities

F. Staffing and Study Management Plan:

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

Brief on Experience and qualification of proposed manpower as well as the back office support team shall be presented during the technical Presentation.

*CVs of all the manpower shall be provided along with.

TECH -9

Synopsis of CV of Key professionals

Sl. No.	Position of key Professional	Name	Qualification details	Experience	No. of relevant project experienced	Ref page No. (of CV as enclosed in bid document)

Format of Curriculum Vitae (CV) for Proposed Key Personnel

1. Proposed Position:

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

2. Name of Firm :

3. Name of Staff :

4. Date of Birth :

5. Years with Firm :

6. Nationality :

7. Education :

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

8. Membership in Professional Associations:

9. Other Trainings :

10. Countries of Work Experience:

11. Languages :

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

12. Employment Record:

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

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

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

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

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

Certification:

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

Date:

Signature of Key Professional with Date _

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

SECTION: 5

FINANCIAL PROPOSAL SUBMISSION FORMS

(as per the BoQ attached)

SECTION 6

BID SUBMISSION CHECK LIST

Annexure – I

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL PROPOSAL			
1.	Filled in Bid Submission Check List (ANNEXURE-I)		
2.	Covering Letter (TECH -1)		
3.	Bid Processing Fee		
4.	Bid Security/ EMD		
5.	General Details of the Bidder (TECH - 2)		
6.	Financial Details of the Bidder (TECH - 3)		
7.	Power of Attorney (TECH - 4) in favour of the person signing the bid on behalf of the bidder.		
8.	Similar Project Experience of the Bidder (TECH - 5)		
9.	Self-Declaration on Potential Conflict of Interest (TECH - 6)		
10.	Undertaking for Non-Blacklisting on Stamp Paper (TECH – 7)		
11.	Description of approach, methodology & work plan to undertake the assignment (TECH – 8)		
12.	CVs of Key Professionals		
13.	Signed copy of the RFP Document		

Undertaking:

- *All the information have been submitted as per the prescribed format and procedure.*
- *Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered along with Index Page.*
- *All pages of the proposal have been sealed and signed by the authorized representative.*

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

Annexure – II

PERFORMANCE BANK GUARANTEE FORMAT

To,

The Engineer-in-Chief,

Odisha Water Supply & Sewerage Board (OWSSB)
Unnati Bhawan, 2nd Floor, Satya Nagar,
Bhubaneswar- 751007, Odisha

Subject: Engagement of Agency for Setting up Project Management Unit (PMU) at Odisha Water Supply & Sewerage Board (OWSSB)

WHEREAS __ (Name and address of the Consultant) (hereinafter called “the Consultant”) has undertaken, in pursuance of RFP No _____ dated _____ to undertake the service for “**Setting up Project Management Unit (PMU) at Odisha Water Supply & Sewerage Board (OWSSB)**” (herein called contract) **AND WHEREAS** it has been stipulated by **Engineer-in-Chief, OWSSB, Odisha** in the said contract that the Consultant shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; **AND WHEREAS** we have agreed to give the supplier such a bank guarantee; **NOW THEREFORE** we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of _ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This performance bank guarantee shall be valid until the __day of __, <Year>

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

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank & Branch

SECTION 7

Appendix - I

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 Request for Proposal 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 Executive Engineer 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"procurementNotice

Bid Identification No.-----

1.	Nameofthework:
2.	Estimatedcost: 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.	Nameandaddressofthe 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/RFP.	.pdf
		BoQ	.xls

- (b) For Two Cover/Packet:

Sl No	Cover Type	Document Description	Type
1	Fee/	Tender Cost, EMD, VAT, PAN, Contractor RC	.pdf

	Prequal/ Technical	Affidavits, undertakings and any other document as per SBD/RFP.	.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 RFP/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 RFP/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/RFP) 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 Request for Proposal 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 cannot 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 cannot 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.

Appendix – II

**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 authorized 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 organizations 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 authorized 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 - II

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>