



**WATCO
WATER CORPORATION OF ODISHA**

Bid Identification No. WATCO (W)- 14/2026-27, Dt.01.09.2026

REQUEST FOR PROPOSAL (RFP)

"Construction of Waste Water Treatment Plant at the Confluence point of River Daya & Ganguanala (Phase-II)" on Engineering, Procurement & Construction (EPC) Contract including Operation & Maintenance for a Period of Five (5) Years

INDICATIVE ESTIMATED COST: Rs.7244.52 LAKH

(Construction Cost: Rs.6468.31 Lakh + O&M Cost: Rs.776.21Lakh)

BID PROCESSING FEE: Rs. 30,000.00 + GST @ 18%

OFFICE OF THE MANAGING DIRECTOR

Ground Floor, Unnati Bhawan,

H.B. Colony, Satyanagar, Bhubaneswar-751007, Odisha, India

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SEPTEMBER - 2026

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WATER CORPORATION OF ODISHA

OFFICE OF THE MANAGING DIRECTOR
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NOTICE INVITING BID

NATIONAL COMPETITIVE BIDDING THROUGH e-PROCUREMENT

Bid Identification No.- WATCO (W)-14/2026-27, Dt.01.09.2026

REQUEST FOR PROPOSAL (RFP) FOR

“Construction of Waste Water Treatment Plant at the Confluence point of River Daya & Ganguanala (Phase-II)” on Engineering, Procurement & Construction (EPC) Contract Including Operation & Maintenance for a Period of Five (5) Years

The **Managing Director, WATCO, Bhubaneswar** under the administrative control of **Housing & Urban Development Department, Government of Odisha** (the “Client/Authority”) is engaged in the Execution, Operation & Maintenance of Water Supply & Sewerage Projects for different ULBs in the State of Odisha and, as part of this endeavour, Govt. of Odisha has decided to undertake **“Construction of Waste Water Treatment Plant at the Confluence point of River Daya & Ganguanala (Phase-II)”** (the “Project”) under **EPC Contract** (Engineering, Procurement and Construction) basis, and has decided to carry out the bid process for selection of the eligible contractor to whom the Project may be awarded eventually for Construction as well as for Operation & Maintenance.

Sl No	Name of the Project	Bid Identification No.	Indicative Project Cost including 5 year O&M Cost and energy Charges (Rs. in lakhs)	Construction Period	Operation & Maintenance Period
1.	Construction of Waste Water Treatment Plant at the Confluence point of River Daya & Ganguanala (Phase-II) on Engineering, Procurement & Construction (EPC) Contract Including Operation & Maintenance for a Period of Five (5) Years	WATCO (W)-11 / 2026-27	7244.52	24 (Twenty Four) Months	60 (Sixty) Months

The complete Bid document can be viewed/downloaded from e-procurement portal of the State Government <https://tendersodisha.gov.in> from **09.09.2026 (11.00 hrs. IST) to 12.10.2026 (17.00 hrs. IST)**. Bid must be submitted online only. Bid through any other mode shall not be entertained. However, Bid Security, Document Fee, Power of Attorney and Joint Bidding Agreement shall be submitted physically by the Bidder before the schedule date & time indicated in the RFP.

Please note that the Authority reserves the right to accept or reject all or any Bid without assigning any reason whatsoever.

Availability of RFP Document for Online Bidding : **From 09.09.2026 (11.00 hrs. IST) to 12.10.2026 (17.00 hrs. IST)**

Name & Address of the Officer Inviting RFP : **The Managing Director, WATCO,
Ground Floor, Unnati Bhawan, Satyanagar,
Bhubaneswar – 751 007, Dist. Khordha,
Odisha, India.
Phone # +91-674-2391444.
Email : mdwatcoodisha@gmail.com**

Interested bidders may download the Request for Proposal Documents (the “RFP” document) from the State Government web site www.tendersodisha.gov.in to see further details for participation in the online bidding.

All amendments, time extension, clarifications etc. will be uploaded in the website only. Bidders should regularly visit the above website to keep themselves updated.

Sd/-
**MANAGING DIRECTOR
WATCO, ODISHA, BHUBANESWAR**

DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) 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 parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. 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 advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the [Feasibility Report], 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, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be 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 law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or 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, completeness or reliability 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 for participation in this BID Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused 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 assumptions 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 Bidder JV or Contractor, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its BID 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 BID. 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 BID, regardless of the conduct or outcome of the Bidding Process.

GLOSSARY

Agreement As defined in Clause 1.1.5
Authority As defined in Clause 1.1.1
Bank Guarantee As defined in Clause 2.20.1
BID(s) As defined in Clause 1.2.2
Bidders As defined in Clause 1.2.2
Bidding Documents As defined in Clause 1.1.7
BID Due Date As defined in Clause 1.1.7
Bidding Process As defined in Clause 1.2.1
BID Security As defined in Clause 1.2.4
BID Price or BID As defined in Clause 1.2.6
Contractor As defined in Clause 1.1.2
Conflict of Interest As defined in Clause 2.2.1
EPCAs defined in Clause 1.1.1
EPC Contract As defined in Clause 1.1.2
Estimated Project Cost As defined in Clause 1.1.4
Feasibility Report As defined in Clause 1.2.3
Government Government of Odisha
Joint Venture As defined in Clause 2.2.1
Lowest Bidder As defined in Clause 1.2.6
LOA As defined in Clause 3.3.4
Project As defined in Clause 1.1.1
Re. or Rs. or INR Indian Rupee
RFP or Request for Proposals As defined in the Disclaimer

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.



WATER CORPORATION OF ODISHA

OFFICE OF THE MANAGING DIRECTOR

GROUND FLOOR, UNNATI BHAWAN, HOUSING BOARD COLONY, SATYANAGAR,
BHUBANESWAR, ODISHA – 751007 Telefax: +91-674-2391444
e-mail : watcoodisha@gmail.com/mdwatcoodisha@gmail.com

SECTION 1

1.1 Background

- 1.1.1 The **Managing Director, WATCO, Bhubaneswar** under the administrative control of Housing & Urban Development Department, Government of Odisha (the “Client/Authority”) is engaged in the development of Water Supply & Sewerage Projects in the Urban areas of the State and as part of this endeavour, the Authority has decided to undertake **“Construction of Waste Water Treatment Plant at the Confluence point of River Daya & Ganguanala (Phase-II)” on Engineering, Procurement & Construction (EPC) Contract Including Operation & Maintenance for a Period of Five (5) Years**, and has decided to carry out the bidding process for selection of a bidder to whom the Project may be awarded. A brief description of the project may be seen in the **Information Memorandum** of the Project at the website (www.tendersodisha.gov.in) Brief particulars of the Project are as follows:

Name of the Project	Estimated Project Cost including 5 year O&M Cost and energy Charges	Period of Completion
Construction of Waste Water Treatment Plant at the Confluence point of River Daya & Ganguanala (Phase-II) on Engineering, Procurement & Construction (EPC) Contract Including Operation & Maintenance for a Period of Five (5) Years	Rs.7244.52 Lakh	24 (Twenty-Four) Calendar Months for Construction. 60 (Sixty) Calendar Months for O & M.

- 1.1.2 The selected Bidder (the “**Contractor**”) shall be responsible for designing, engineering, procurement and construction of the Project under and in accordance with the provisions of an engineering, procurement and construction contract (the “**EPC Contract**”) to be entered into between the Contractor and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto. The Contractor shall also be responsible for the operation & maintenance of the project for **5 (five) years** including the Defect Liability Period of **2 (Two)** years.
- 1.1.3 The scope of work will broadly include **“Construction of Waste Water Treatment Plant at the Confluence point of River Daya & Ganguanala (Phase-II)” on Engineering, Procurement & Construction (EPC) Contract Including Operation & Maintenance for a Period of Five (5) Years**, it comprises of:

- ❖ Detail Survey, Investigation, Soil Testing shall be done before execution of the Sewerage Project.
- ❖ All the drawings should be printed & furnished to the department for approval as per IS code.

- ❖ Provision of **2 Nos** Interception & Diversion works in Drain-1, **2&3** of Cluster-I
- ❖ Provision of **4 Nos** Interception & Diversion works in Branch- 4, 4A, 5 & 10 of Cluster-II
- ❖ Provision of **2 Nos** Interception & Diversion works in Branch- 6 and 7 of Cluster-III
- ❖ Provision of **3 Nos** Intercept. & Diversion works in Branch- **8, 8A & 9**, 9A & 11 of Cluster-IV
- ❖ Provision of **Sewerage Pumping Station (SPS-1 A&B, SPS-2, SPS-3 & SPS-4)** for Cluster-I, Cluster-II, Cluster-III, & Cluster-IV.
- ❖ Provision of **Rising Main Network** about 7670M of DI K7 (400mm to 800 size) for Cluster-I, Cluster-II, Cluster-III, & Cluster-IV.
- ❖ Provision of **Sewerage Network** about 17128M of RCC NP3 S/S pipe (600mm to 1200 size) for Cluster-I, Cluster-II, Cluster-III, & Cluster-IV
- ❖ Provision of Power supply by providing dedicated feeder to each SPS (Wet Well cum Overhead Pump House) for operations of the Pump sets
- ❖ Provision of Silent DG Sets to each SPS (SPS-1 A&B, SPS-2, SPS-3 & SPS-4) for operations of the Pump sets
- ❖ O&M for Sewerage Network and SPS for 5 years after the completion of construction activity.
- ❖ Quality Assurance Plan (QAP) & Method of construction should be proposed by the agency & Review by the department for approval along with third party inspection & documentation through proper official procedure.
- ❖ As built drawing indicating all components with size & capacity (soft & hard) copy should be furnished after commissioning with Geo tagging.

Note: The above-mentioned Scopes / Quantity written anywhere in the documents are indicative only. All ancillary items required to make the project technically feasible & functional to be provided by the bidder within the bid amount.

- 1.1.4 The indicative estimated cost of the Project (the “**Estimated Project Cost**”) has been specified in the clause 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.5 The Agreement sets forth the detailed terms and conditions for award of the project to the Contractor, including the scope of the Contractor’s services and obligations.
- 1.1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.7 The Authority shall receive BIDs pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the “**Bidding Documents**”) and all BIDs shall be prepared and submitted in accordance with such terms on or before the BID due date specified in Clause 1.3 for submission of BIDs (the “**BID Due Date**”).

1.2 Brief description of Bidding Process

- 1.2.1 The Authority has adopted a **Single stage Two-part system** (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. Under this process, the bid shall be invited under two parts. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first part (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFP. (The "Bidder", which expression shall, unless repugnant to the context, include the members of the Joint Venture). The Financial Bid under the second part shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP.

[GOI has issued guidelines (see Annexure VII of Appendix-1A of RFP) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply *mutatis mutandis* to this Bidding Process. The Authority shall be entitled to disqualify any Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-IA]

- 1.2.2 Interested bidders are being called upon to submit their BID in accordance with the terms specified in this Bidding Document. The Bid shall be **valid for a period of 120 days** from the date specified in Clause 1.3 for submission of BIDs (the "**Bid Due Date**").
- 1.2.3 The complete Bidding Documents including the draft Agreement for the Project is enclosed for the Bidders. The Feasibility Report/Detailed Project Report prepared by the Authority/consultants of the Authority (the "**Feasibility Report/Detailed Project Report**") **Schedule-Q of Draft Agreement** is also enclosed. Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
- 1.2.4 A Bidder is required to deposit, along with its BID, a **BID Security of Rs.72,45,000.00 (Rupees Seventy-two Lakh & Forty five thousand)** only⁵ (the "**BID Security**"), refundable not later than 150 (One hundred & fifty) days from the BID Due Date, **except in the case of the Selected Bidder whose BID Security shall be retained** till it has provided a **Performance Security** under the Agreement. The Bidders has to provide BID Security in the form of bank guarantee acceptable to the Authority, and in such event, the validity period of the bank guarantee, shall not be less than **180 (one hundred and eighty) days** from the **BID Due Date**, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. **The Bank Guarantee should be counter guaranteed by its Branch at Bhubaneswar.** The BID shall be summarily rejected if it is not accompanied by the BID Security.
- 1.2.5 Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective BIDs for award of the contract including implementation of the Project.
- 1.2.6 BIDs will be evaluated for the Project on the basis of the lowest cost required by a Bidder for implementing the Project (the "**BID Price**"). The total time allowed for completion of construction under the Agreement (the "**Construction Period**") and the period during which the Contractor shall be liable for operation & maintenance and rectification of any defect or deficiency in the Project after completion of the Construction Period (the "**Defect Liability Period**") are specified in the draft Agreement forming part of the Bidding Documents.

In this RFP, the term "**Lowest Bidder**" shall mean the bidder who is quoting the lowest BID price.

The bidders shall quote the cost for Operation & Maintenance of the completed project for a

period of 5 years in the manner given below.

- (i) Year-wise O&M Cost which includes Manpower Cost, Cost of Materials including chemical, consumables, spare parts etc. (excluding energy charges) for 5 years
- (ii) Year wise energy consumption cost for 5 years of O&M period considering cost of energy charges @ Rs.7.00 per Kwh.

The evaluation of price bid will be made basing on (a) construction cost, (b) O&M cost (excluding energy charges) and (c) energy consumption cost.

- 1.2.7 Generally, the Lowest Bidder shall be the selected Bidder. In case such Lowest Bidder withdraws or is not selected for whatsoever reason, **the Authority shall annul the Bidding Process** and invite fresh BIDs.
- 1.2.8 Other details of the process to be followed under this bidding process and the terms thereof are spelt out in this RFP.
- 1.2.9 Any queries or request for additional information concerning this RFP shall be submitted by e-mail to the officer designated in Clause 2.11.4 below with identification/ title: "Queries / Request for Additional Information: RFP for **Construction of Waste Water Treatment Plant at the Confluence point of River Daya & Ganguanala (Phase-II)**" on Engineering, Procurement & Construction (EPC) Contract Including Operation & Maintenance for a Period of Five (5) Years.

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

Sl. No.	Event Description	Date
1.	Invitation of RFP (NIT)	01.09.2026
2.	Start date of availability of online Bid	09.09.2026 (11.00 hrs. IST)
3.	Last date for receiving queries	23.09.2026 17.00 hrs. IST
4.	Pre-BID meeting (Venue at Clause 5.3)	25.09.2026 15.30 hrs. IST
5.	Authority response to queries latest by	29.09.2026
6.	Last date of Request for BID Document	12.10.2026 17.00 hrs. IST
7.	BID Due Date	12.10.2026 17.00 hrs. IST
8.	Physical Submission of copy of Bid Security/ POA/Original Credentials etc (except Holiday/ Sunday)	13.10.2026 11.00 hrs. IST to 15.10.2026 up to 17.00 hrs.
9.	Opening of Technical BIDs at venue 2.11.4 (i)	16.10.2025 at 11.30 hrs. IST
10.	Declaration of eligible / qualified bidders	[within 30 days from BID Due Date]
11.	Opening of Financial BID	[within 40 days from BID Due Date]
12.	Letter of Award (LOA)	[within 70 days from BID Due Date]
13.	Validity of BID	[120 days from BID Due Date]
14.	Signing of Agreement	[Within 15 days of award of LOA]

SECTION-2

INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

2.1.1 No Bidder shall submit more than one BID for the Project. A Bidder bidding individually or as a member of a Joint Venture shall not be entitled to submit another BID either individually or as a member of any Joint Venture, as the case may be.

2.1.2 Deleted.

2.1.3 The Feasibility Report / Detailed Project Report of the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Feasibility Report/Detailed Project Report shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Feasibility Report/Detailed Project Report.

2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.

2.1.5 The BID shall be furnished in the format exactly as per Appendix-I i.e., Technical Bid as per Appendix IA and Financial Bid as per Appendix IB. BID amount shall be indicated clearly in both figures and words, in Indian Rupees in prescribed format of Financial Bid and it will be signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

The bidder shall offer the bid price in online mode as given in the BoQ for undertaking the aforesaid project in accordance with the bidding document and the agreement.

2.1.6 The Bidder shall deposit a **BID Security of Rs.72,45,000.00 (Rupees Seventy-two Lakh & Forty-five thousand) only** in accordance with the provisions of this RFP. The Bidder has to provide the BID Security in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix-IIA.

The bidders shall remit **Rs.35,400.00 (Rupees Thirty-five Thousand & Four hundred) only** including GST @ 18%, (non-refundable) **on Online mode** towards **Bid Processing Fee**.

2.1.7 **The BID shall be summarily rejected if it is not accompanied by the BID Security. The Bank will remit the "BID Security" on submission/ cancellation of bids to respective bidder's accounts** as per direction received for refund from TIA through e-procurement system. (as per the Appendix-III of RFP).

2.1.8 The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorising the signatory of the BID to commit the Bidder.

2.1.9 In case the Bidder is a Joint Venture, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix-IV. In case the Bidder is a Joint Venture, Joint Bidding Agreement in the format at Appendix V shall be submitted by the bidder.

2.1.10 Any condition or qualification or any other stipulation contained in the BID shall render the BID liable to rejection as a non-responsive BID.

- 2.1.11 The BID and all communications in relation to or concerning the Bidding Documents and the BID shall be in English language.
- 2.1.12 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a BID in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their BID. The provisions of this Clause 2.1.12 shall also apply *mutatis mutandis* to BIDs and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any BID, document or any information provided along therewith.
- 2.1.14 This RFP is not transferable.
- 2.1.14 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents and also fulfilling the criterion as mentioned in clause 2.1.17.
- 2.1.15 In case the Bidder is a Joint Venture, it shall comply with the following additional requirements:
- (a) Number of members in a Joint Venture shall not exceed 3 (three);
 - (b) subject to the provisions of clause (a) above, the Bid should contain the information required for each Member of the Joint Venture;
 - (c) Members of the Joint Venture shall nominate one member as the lead member (the "Lead Member"). Lead Member shall meet at least **60%** requirement of Technical and Financial Capacity required as per Clause 2.2.2.2(i) & 2.2.2.3. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other Members of the Joint Venture. Other Member(s) shall meet at least **20%** requirement of Technical and Financial Capacity required as per Clause 2.2.2.2(i) & 2.2.2.3;
 - (d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defect liability obligations;
 - (e) an individual Bidder cannot at the same time be member of a Joint Venture applying for this Bid. Further, a member of a particular Bidder Joint Venture cannot be member of any other Bidder Joint Venture applying for this bid;
 - (f) the Lead Member shall itself undertake and perform at least **50 (fifty)** per cent of the total cost of the project.
 - (g) members of the Joint Venture shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Appendix V (the "Jt. Bidding Agreement"), for the purpose of making the Application and submitting a Bid in the event of being pre-qualified. The Jt. Bidding Agreement, to be submitted along with the Application, shall, *inter alia*:
 - (i) convey the commitment(s) of the Lead Member in accordance with this RFP, in case the contract to undertake the Project is awarded to the Joint Venture; and clearly outline the proposed roles & responsibilities, if any, of each member;
 - (ii) commit the approximate share of work to be undertaken by each member;
 - (iii) include a statement to the effect that all members of the Joint Venture shall be jointly and severally for all obligations of the Contractor in relation to the Project until the completion of the Project (the "Defects Liability Period") is achieved in accordance with the EPC Contract; and
 - (h) except as provided under this RFP, there shall not be any amendment to the Jt. Bidding Agreement.

2.1.16 Deleted.

- 2.1.17 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.
- 2.1.18 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the Bid Due Date, would not be eligible to submit the BID, either individually or as member of a Joint Venture.
- 2.1.19 The Bidder including individual or any of its Joint Venture Member should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder including individual or any of its Joint Venture Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder including individual or any of its Joint Venture Member.
- 2.1.19.1 The Bidder including individual or any of its Joint Venture Member may provide details of all their on-going projects along with updated stage of litigation, if so, against the Authority / Governments.
- 2.1.19.2 The Bidder including individual or any of its Joint Venture Member may also provide details of updated on-going process of blacklisting if so, under any contract with Authority / Government.
- 2.1.19.3 The Authority reserves the right to reject an otherwise eligible bidder on the basis of the information provided under clause 2.1.19. The decision of the Authority in this case shall be final.

2.1 Eligibility and qualification requirements of Bidder

2.2.1 For determining the eligibility of Bidder, the following shall apply:

- (a) The Bidder may be a single entity or a group of entities (the “**Joint Venture**”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Joint Venture, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Joint Venture.
- (b) Bidder may be a natural person, private entity, or any combination of them with a **formal intent to enter into a Joint Venture agreement or under an existing agreement to form a Joint Venture**. A Joint Venture shall be eligible for consideration subject to the conditions set out in Clause 2.1.15 above.
- (c) A Bidder shall not have a conflict of interest (**the “Conflict of Interest”**) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified and liable for forfeiture of the BID Security or Performance Security as the case may be. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - (i) the Bidder, its Joint Venture Member (or any constituent thereof) and any other Bidder, its Member or any Member of its Joint Venture thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or its Joint Venture Member thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, or its Joint Venture Member, as the case may be), in the other Bidder, its Joint Venture Member is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a

bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
 - (iii) such Bidder, or any of its Joint Venture Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any of its Joint Venture Member thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any of its Joint Venture Member thereof; or
 - (iv) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
 - (v) such Bidder, or any of its Joint Venture Member thereof has a relationship with another Bidder, or any of its Joint Venture Member thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Application of either or each other; or
 - (vi) such Bidder, or any of its Joint Venture Member thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- (d) A Bidder shall be liable for disqualification and forfeiture of BID Security, if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement. In the event any such adviser is engaged by the selected Bidder or Contractor, as the case may be, after issue of the LOA or execution of the Agreement for matters related or incidental to the project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without Prejudice to any other right or remedy or the Authority, including the forfeiture and appropriation of the BID Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance or doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.
- e. The Bidder (s) shall provide details of on-going **process of black listing if so under any contract with Authority/ Government. Bidder(s) blacklisted in any State Govt./Central Govt./ PSU shall be disqualified.**
 - f. The Bidders(s) who have in last 3 financial years applied for/are undergoing **Corporate**

Debt Restructuring (CDR)/Strategic Debt Restructuring (SDR) or facing recovery proceedings from financial institutions or facing winding of proceedings or those are facing sickness and under consideration of Board for Industrial & Financial Reconstruction (BIFR) are not eligible for qualification.
The bidder shall submit an affidavit on a non-judicial stamp paper worth of Rs.100.00 to this effect.

2.2.2 Qualification requirements of Bidders:

2.2.2.1 BID Capacity

Bidders who interalia meet the minimum qualification criteria will be qualified only if their available BID capacity is more than the total BID value (value as per clause 1.1.1). The available BID capacity will be calculated as per following, based on information mentioned at Annexure-VI of Appendix-IA:

Assessed Available **BID capacity = (A x N x 2.5 – B + C), Where**

N= Number of years prescribed for completion of work for which Bid is invited.

A = Maximum value of civil engineering works excluding the amount of bonus received, if any, in respect of EPC Projects executed in any one year during the last five years (updated to the price level of the year indicated in table below) taking into account the completed as well as works in progress. The **EPC projects** include turnkey project/ Item rate contract/ Construction works.

B = Value (updated to the price level of the year indicated in table at Note-3 below) of existing commitments, works for which Appointed Date/ Commencement Date has been declared or on-going works to be completed during the period of completion of the works for which BID is invited. For the sake of clarification, it is mentioned that works for which LOA has been issued but Appointed Date/ Commencement Date not declared as on Bid Due Date shall not be considered while calculating value of B.

C= The amount of bonus received, if any, in EPC Projects during the last 5 years

Note- 1: The Statement showing the value of all existing commitments, works for which Appointed Date/ Commencement Date has been declared and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects **or** Concessionaire / Authorised Signatory of SPV in respect of BOT Projects and verified by Statutory Auditor.

2: The amount of bonus received, if any, in EPC Projects should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects.

3. The factor for the year for updation to the price level is indicated as under

Year	Year-1	Year-2	Year-3	Year-4	Year-5
Updation factor	1.00	1.05	1.10	1.15	1.20

Note-2: In case of a joint venture, the available bid capacity will be applied for each partner to extent of his proposed participation in the execution of the works.

2.2.2.2 **Technical Capacity**

(i) For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder shall, over the past **5 (five)** financial years preceding the Bid Due Date, have

received payments for construction of Eligible Project(s), or has undertaken construction works by itself in a PPP project, such that the sum total thereof is more than **Rs.64.68 Crore (Rupees Sixty-four Crore & Sixty-eight Lakhs) only**. (the “Threshold Technical Capacity”).

- (ii) Provided that at least one similar work of **25% of Estimated Project Cost [Rs.16.17 crore (Rupees Sixteen Crore Seventeen Lakh)]** shall have been completed from the Eligible Projects (**Sewerage sector**) in Category 1 and/or Category 3 specified in Clause 2.2.2.5. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 25% of the estimated project cost.

In addition to above

- (a.)the bidder must have executed at **4 (Four) Interception and Diversion structure** across the nallah having minimum width of **10 M**.
 (b.)the bidder must have executed at least **(2) two Sewage Pumping Stations** having minimum **5 m** Dia and **7 m** depth.
 (c.)the bidder must have executed / Laying of at least **8.00Km Sewer line with allied structure**.

- (iii) The updation factor to update the price of the eligible projects for the year indicated in table below:

Year	Year-1	Year-2	Year-3	Year-4	Year-5
Updation factor	1.00	1.05	1.10	1.15	1.20

2.2.2.3

(i) **Financial Capacity:** The Bidder shall have a minimum **Net Worth** (the “Financial Capacity”) of **Rs.3.24 Crore (Rupees Three Crore Twenty-four Lakhs)** only at the close of the preceding financial year.

(ii) The Bidder shall have a minimum Average Annual Turnover (updated to the price level of the year based on factors indicated in table below) of **[Rs.12.94 crore (Rupees Twelve Crore Ninety four Lakhs)]** for the last 5 (five) financial years.

Year	Year-1	Year-2	Year-3	Year-4	Year-5
Updation factor	1.00	1.05	1.10	1.15	1.20

2.2.2.4

In case of a Joint Venture:

- (i) The Bid Capacity, Technical Capacity and Financial Capacity of all the Members of Joint Venture would be taken into account for satisfying the above conditions of eligibility. Further, Lead Member shall meet **at least 60%** requirement of Bid Capacity, Technical and Financial Capacity as per Clause 2.2.2.1, 2.2.2.2(i) and 2.2.2.3 and each of other JV members shall meet **at least 20%** requirement of Bid Capacity, Technical and Financial Capacity individually as per Clause 2.2.2.1, 2.2.2.2(i) and 2.2.2.3. For avoidance of doubt, it is further clarified that the Joint Venture must collectively and individually satisfy the above qualification criteria i.e. JV shall cumulatively/collectively fulfil the 100% requirement.
- (ii) For requirement of 2.2.2.2 (ii), one similar work of **25%** of Estimated Project Cost should have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 2.2.2.5 individually by any of the JV members as a single work.

2.2.2.5 Categories and factors for evaluation of Technical Capacity:

- (i) Subject to the provisions of Clause 2.2.2 the following categories of experience would qualify as Technical Capacity and eligible experience (the **"Eligible Experience"**) in relation to eligible projects as stipulated in Clauses 2.2.2.6 (i) & (ii) (the **"Eligible Projects"**). In case the Bidder has experience across different categories, the experience for each category would be computed as per weight of following factors to arrive at its aggregated Eligible Experience:

Category	Project / Construction experience on Eligible Projects	Factors
1	Project in Water Supply / Sewerage sector that qualify under Clause 2.2.2.6 (i)	1.00
2	Project in core sector that qualify under Clause 2.2.2.6 (i)	0.70
3	Construction in Water Supply / Sewerage sector that qualify under Clause 2.2.2.6 (ii)	1.00
4	Construction in core sector that qualify under Clause 2.2.2.6 (ii)	0.70

- (ii) The Technical capacity in respect of an Eligible Project situated in a developed country which is a member of OECD shall be further multiplied by a factor of 0.5 (zero point five) and the product thereof shall be the Experience Score for such Eligible Project.
- (iii) For the purpose of this RFP:
- (a) Water Supply sector would be deemed to include [WTP, STP, ESR, GSR, Intake Well, Wet well, Pipeline Network](#), and
 - (b) Core sector would be deemed to include [High Ways, Express Ways, Tunnels, Air Fields](#), Ports, airports, railways, metro rail, industrial parks/ estates, ETP, CETP, logistic parks, irrigation, real estate development [projects](#).

2.2.2.6 **Eligible Experience on Eligible Projects in respect of each category:**

- (i) For a project to qualify as an Eligible Project under Categories 1 and 2:
- (a) It should have been undertaken as a PPP project on BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity;
 - (b) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty-six per cent) equity during the entire year for which Eligible Experience is being claimed;
 - (c) the capital cost of the project should be more than 10% of the amount specified as the Estimated Project Cost; and
 - (d) the entity claiming experience shall, during the last 5 (five) financial years preceding the Bid Due Date, have itself undertaken the construction of the project for an amount equal to at least one half of the Project Cost of eligible projects, excluding any part of the project for which any contractor, subcontractor or other agent was appointed for the purposes of construction.
- (ii) For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidder should have received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Bid Due Date, and

only the amounts (**gross**) actually received, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, receipts of less than **[Rs.6.47 Crore (Rupees Six Crore Forty seven Lakhs)]** shall not be reckoned as receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract / EPC contract for the project. Further, the cost of land shall not be included hereunder.

- (iii) The Bidder shall quote experience in respect of a particular Eligible Project under any one category only, even though the Bidder (either individually or along with a member of the Joint Venture) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.
 - (iv) Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Joint Venture. In other words, no double counting by a Joint Venture in respect of the same experience shall be permitted in any manner whatsoever.
- 2.2.2.7 Submission in support of Technical Capacity
- (i) The Bidder should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Bid Due Date.
 - (ii) The Bidder must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-IA.
 - (iv) The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-IA.
- 2.2.2.8 Submission in support of financial capacity
- (i) The Technical Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Joint Venture) for the last 5 (five) financial years, preceding the year in which the bid is submitted.
 - (ii) In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.
 - (v) The Bidder must establish the minimum Net Worth specified in Clause 2.2.2.3, and provide details as per format at Annex-III of Appendix-IA.
- 2.2.2.9 The Bidder shall enclose with its Technical Bid, to be submitted as per the format at Appendix-IA, complete with its Annexes, the following:
- (i) **Certificate(s) from its statutory auditors** or the concerned client(s) **stating the payments received** or in case of a PPP project, the construction carried out by itself, during the past 5 years, in respect of the Eligible Projects. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Joint Venture), it should further support its claim for the payments received or construction carried out by itself in PPP Projects as applicable, the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
 - (ii) certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.2.9 (ii). For the purposes of this RFP, net worth (the **“Net Worth”**) shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

Note: i. In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of clause 2.2.2.9 (i). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFQ. So inclusion of Chartered Accountant in addition to Statutory Auditors, may not be required.

ii. Certificate(s) from Statutory Auditors/ Chartered Accountant without UDIN Number shall not be accepted for evaluation.

2.2.2.10 **Deleted.**

2.3 **Proprietary data.**

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.4 **Cost of Bidding**

The Bidders shall be responsible for all of the costs associated with the preparation of their BIDs and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 **Site visit and verification of information**

2.5.1 Bidders are encouraged to submit their respective BIDs after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarise themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.

2.5.2 **It shall be deemed that by submitting a BID, the Bidder has:**

- (a) made a complete and careful examination of the Bidding Documents, Schedules annexed to EPC agreement Document;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above. No claim shall be admissible at any stage on this account.
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed BID, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the Contractor;
- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof.

- 2.5.3 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, including any error or mistake therein or in any information or data given by the Authority.

2.6 Verification and Disqualification

- 2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.6.2 The Authority reserves the right to reject any BID and appropriate the BID Security if:
- (a) at any time, a material misrepresentation is made or uncovered, or
 - (b) the Bidder does not provide the supplemental information sought by the Authority for evaluation of the BID [within the reasonable time specified by the Authority and without prejudice to the tender validity period in any manner](#).

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Joint Venture, then the entire Joint Venture and each Member of the Joint Venture may be disqualified/ rejected. If such disqualification/rejection occurs after the BIDs have been opened and the lowest Bidder gets disqualified / rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh BIDs.

- 2.6.3 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of defect liability, subsistence thereof, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the contractor either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Contractor, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Contractor. In such an event, the Authority shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and / or the Agreement, or otherwise.

B. DOCUMENTS

2.7 Contents of the RFP

- 2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Part –I

Invitation for BIDs

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of BIDs
- Section 4. Fraud and Corrupt Practices

- Section 5. Pre-BID Conference
- Section 6. Miscellaneous

Appendices

- IA Letter comprising the Technical BID including Annexure I to VII
- IB Letter comprising the Financial BID
- IIA. Bank Guarantee for BID Security
- III. Power of Attorney for signing of BID
- IV. Power of Attorney for Lead Member of Joint Venture
- V. Joint Bidding Agreement for Joint Venture

Part –II

Agreement Document with schedules

Part – III

[Feasibility Report / Detailed Project Report provided by the authority]

- 2.7.2 The draft Agreement and the **Feasibility** / Detailed Project **Report** provided by the Authority as part of the BID Documents shall be deemed to be part of this RFP.

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the RFP may notify the Authority in writing by e-mail in accordance with Clause 1.2.9. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the BID Due Date. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations & clarifications to all Bidders. All clarifications & interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9 Amendment of RFP

- 2.9.1 At any time prior to the BID Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.9.2 Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders.
- 2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the BID Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of BID

2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those BIDs that are received online in the required formats and complete in all respects and Bid Security, document fee, POA and Joint Bidding Agreement are received in hard copies.

2.10.2 The BID shall be typed and signed in indelible blue ink by the authorised signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the BID shall be initialled by the person(s) signing the BID.

2.11 Documents comprising Technical and Financial BID

2.11.1 The Bidder shall submit the Technical BID & Financial Bid online through e-procurement portal [<http://www.tendersodisha.gov.in>] comprising of the following documents along with supporting documents as appropriate:

Technical Bid

- (a) Appendix-IA (Letter comprising the Technical Bid) including Annexure I to VI and supporting certificates / documents.
- (b) Power of Attorney for signing the BID as per the format at Appendix-III;
- (c) if applicable, Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-IV;
- (d) if applicable, Joint Bidding Agreement for Joint Venture as per the format at Appendix-V
- (e) Deleted
- (f) **BID Security of Rs.72,45,000.00 (Rupees Seventy-two Lakh & Forty five thousand) only** in the form of Bank Guarantee in the format at Appendix-IIA from a Scheduled Bank.
- (g) **Copy of remittance of the Bid Processing Fee for Rs.35,400.00 (Rupees Thirty-five Thousand & Four hundred)** only including GST @ 18%, (non-refundable) **on Online mode**.

Financial Bid

- (h) Appendix-IB (Letter comprising the Financial Bid) **which includes online BoQ & Percentage Schedule**.

2.11.2 The Bidder shall submit the following documents physically:

- (a) Original Power of Attorney for signing the BID as per format at Appendix-III;
- (b) if applicable, Original Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-IV;
- (c) if applicable, Original Joint Bidding Agreement for Joint Venture as per the format at Appendix-V
- (d) **BID Security of Rs.72,45,000.00 (Rupees Seventy-two Lakh & Forty five thousand) only** in the form of Bank Guarantee in the format at Appendix-IIA from a Scheduled Bank.
- (g) **Copy of remittance of the Bid Processing Fee for Rs.35,400.00 (Rupees Thirty-five Thousand & Four hundred)** only including GST @ 18%, (non-refundable) **on Online mode**
- (f) Affidavit on CDR/SDR/Black listing (Refer Section 2, Clause 2.2.1)

2.11.3 The documents listed at clause 2.11.2 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification **"Construction of Waste Water Treatment Plant at the Confluence point of River Daya & Ganguanala (Phase-II)" on Engineering, Procurement & Construction (EPC) Contract Including Operation & Maintenance for a Period of Five (5) Years** and shall clearly indicate the name and address of the Bidder. In addition, the BID Due Date should be indicated on the right-hand top corner of the envelope.

2.11.4 The envelope shall be addressed to the following Officer and shall be submitted at the respective address:

ATTN. OF:	Er. Debabrata Mohanty
DESIGNATION	Managing Director
ADDRESS:	OFFICE OF THE MANAGING DIRECTOR Ground Floor, Unnati Bhawan, H.B. Colony, Satyanagar, Bhubaneswar-751007, Odisha, India Telefax: - +91-674-2391444
E-MAIL ADDRESS	e-mail:- watcoodisha@gmail.com / mdwatcoodisha@gmail.com

2.11.5 If the envelopes is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the BID submitted and consequent losses, if any, suffered by the Bidder.

2.11.6 BIDs submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

2.12 BID Due Date

Technical & Financial BID comprising of the documents listed at clause 2.11.1 of the RFP shall be submitted online through e-procurement portal [<http://www.tendersodisha.gov.in>] on or before **17.00 hrs IST on 12.10.2026**. Documents listed at clause 2.11.2 of the RFP shall be physically submitted within **13.10.2026 at 11.00 hrs. IST to 15.10.2026 upto 17.00 hrs. IST (except Sunday/Holiday)** at the address provided in Clause 2.11.4 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.11.4.

2.13 Late BIDs

E-procurement portal [<http://www.tendersodisha.gov.in>] shall not allow submission of any Bid after the prescribed date and time at clause 2.12. Physical receipt of documents listed at clause 2.11.2 of the RFP after the prescribed date and time at clause 2.12 shall not be considered and the bid shall be summarily rejected.

2.14 Procedure for e-tendering

2.14.1 Accessing/ Purchasing of BID documents

2.14.1.1 It is mandatory for all the Bidders to have **Class-II or Class-III Digital Signature Certificate (DSC)** (in the name of Authorized Signatory / Firm or Organisation / Owner of the Firm or organisation) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering .

DSC should be in the name of the authorized signatory as authorized in Appendix III of this RFP. It should be in corporate capacity (that is in Bidder capacity / in case of JV in the Lead Member capacity, as applicable). The Bidder shall submit document in support of the class III DSC.

2.14.1.2 To participate in the bidding, it is mandatory for the Bidders to get registered their firm / Joint Venture with e-procurement portal of **Government of Odisha** [<http://www.tendersodisha.gov.in>] to have user ID & password. Following may kindly be noted:

- Registration with e-procurement portal of **Government of Odisha** should be valid at least up to the date of submission of BID.
- BIDs can be submitted only during the validity of registration.

- 2.14.1.3 If the firm / Joint Venture is already registered with e-tendering service provider of [Government of Odisha](#), and validity of registration is not expired the firm / Joint Venture is not required a fresh registration.
- 2.14.1.4 The complete BID document can be viewed / downloaded by the Bidder from e-procurement portal of [Government of Odisha](#)[<http://www.tendersodisha.gov.in>] **from 09.09.2026 to 12.10.2026 (upto17.00 Hrs. IST).**
- 2.14.1.5 Deleted.
- 2.14.2 Preparation & Submission of BIDs:
- 2.14.2.1 The Bidder may submit his Bid online following the instruction appearing on the screen.
- 2.14.2.2 The documents listed at clause 2.11.1 shall be prepared and scanned in different files (in PDF format) and uploaded during the on-line submission of BID.
- 2.14.2.3 Bid must be submitted online only through e-procurement portal of [Govt. of Odisha](#) [www.tendersodisha.gov.in] using the digital signature of authorised representative of the Bidder on or before **12.10.2026 (upto17.00 hours IST).**
- 2.14.3 Modifications/ Substitution/ withdrawal of BIDs
- 2.14.3.1 The Bidder may modify, substitute or withdraw its e- BID after submission prior to the BID Due Date. No BID can be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time.
- 2.14.3.2 For modification of e-BID, Bidder has to detach its old BID from e-procurement portal and upload / resubmit digitally signed modified BID. For withdrawal of BID, bidder has to click on withdrawal icon at e-procurement portal and can withdraw its e-BID. Before withdrawal of a BID, it may specifically be noted that after withdrawal of a BID for any reason, Bidder cannot re-submit e-BID again.
- 2.15 Online Opening of BIDs.**
- 2.15.1 Opening of BIDs will be done through online process.
- 2.15.2 The authority shall open **Technical BIDs** on-line on **16.10.2026 at 11.30 hours IST**. Technical BID of only those bidders shall be online opened whose documents listed at clause 2.11.2 of the RFP have been physically received. The authority will subsequently examine and evaluate the BIDs in accordance with the provisions of Section 3 of RFP.
- 2.16 Rejection of BIDs**
- 2.16.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any BID and to annul the Bidding Process and reject all BIDs at any time without any liability or any obligation for such acceptance, rejection of annulment and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.
- 2.16.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any BID without assigning any reasons.
- 2.17 Validity of BIDs**
- The BIDs shall be valid for a period of not less than **120 (one hundred and twenty) days** from the BID Due Date. The validity of BIDs may be extended by mutual consent of the respective Bidders and the Authority.
- 2.18 Confidentiality**
- Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the BID, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law

to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.19 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any BID.

D. BID SECURITY

2.20 BID Security

2.20.1 The Bidder shall furnish as part of its BID, a BID Security referred to in Clauses 2.1.6 and 2.1.7 hereinabove in the form of a bank guarantee issued by Nationalised Bank, or a Scheduled Bank in India having a net worth of at least **BID Security of Rs.72,45,000.00 (Rupees Seventy-two Lakh & Forty five thousand) only**, in favour of the Authority in the format at Appendix-IIA (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred eighty) days from the BID Due Date, inclusive of a claim period of **60 (sixty) days**, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. **The Bank Guarantee should be counter guaranteed by its Branch at Bhubaneswar.** For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

2.20.2 Any BID not accompanied by the BID Security shall be summarily rejected by the Authority as non-responsive.

2.20.3 The Selected Bidder's BID Security will be returned, without any interest, upon the bidder signing the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of BID Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Agreement.

2.20.4 The Authority shall be entitled to forfeit and appropriate the BID Security as Damages inter alia in any of the events specified in Clause 2.20.5 herein below. The Bidder, by submitting its BID pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its BID or for any other default by the Bidder during the period of BID validity as specified in this RFP. No relaxation of any kind on BID Security shall be given to any Bidder.

2.20.5 The BID Security shall be forfeited and appropriated by the Authority as damages payable to the Authority for, inter-alia, time cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority under the bidding documents and / or under the Agreement, or otherwise, under the following conditions:

- (a) If a Bidder submits a non-responsive BID as defined in 3.1.6;
- (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- (c) If a Bidder withdraws its BID during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- (d) In the case of Selected Bidder, if it fails within the specified time limit
 - (i) to sign and return the duplicate copy of LOA;
 - (ii) to sign the Agreement; or
 - (iii) to furnish the Performance Security within the period prescribed therefor in the Agreement; or
- (e) In case the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

2.20.6 Performance Security

Within **15 (Fifteen) days** of receipt of Letter of Acceptance, the successful Bidder shall furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the form set forth in Annex-I of Schedule-G (the “**Performance Security**”) in accordance with the provisions of the Agreement and in the format given in this RFP.

SECTION-3

EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OFFINANCIAL BIDS

3.1 Evaluation of Technical Bids

- 3.1.1 The Authority shall open the BIDs received physically & online at **11.30 hours IST on 16.10.2026** at the place specified in Clause 2.11.4(i); and in the presence of the Bidders who choose to attend. Technical BID of only those bidders shall be online opened whose documents listed at clause 2.11.2 of the RFP have been received physically. The Authority shall prepare minutes of the BID opening, including information disclosed to those present at the time of BID opening.
- 3.1.2 Technical Bids of those Bidders who have not submitted their Bid online, shall not be considered for opening and evaluation.
- 3.1.3 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information for consideration of eligibility and qualification of the Bidder.
- 3.1.4 To facilitate evaluation of Technical BIDs, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical BID. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 3.1.5 If a Bidder does not provide clarifications sought under Clause 3.1.4 above within the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.
- 3.1.6 Tests of responsiveness
- 3.1.6.1 As a first step towards evaluation of Technical BIDs, the Authority shall determine whether each Technical BID is responsive to the requirements of this RFP. A Technical BID shall be considered responsive only if:
- (a) Technical BID is received online as per the format at Appendix-IA including Annexure I to VI ;
 - (b) Documents listed at clause 2.11.2 are received physically;
 - (c) Technical Bid is accompanied by the BID Security as specified in Clause 2.1.6 and 2.1.7;
 - (d) Technical Bid is accompanied by the Power of Attorney as specified in Clauses 2.1.8;
 - (e) Technical Bid is accompanied by Power of Attorney for Lead Member of Joint Venture and the Joint Bidding Agreement as specified in Clause 2.1.9, if so required;
 - (f) Technical Bid contain all the information (complete in all respects);
 - (g) Technical Bid does not contain any condition or qualification; and
 - (h) The bidders shall **remit Rs.35,400.00 (Rupees Thirty-five Thousand & Four hundred)** only including GST @ 18%, (non-refundable) **on Online mode** towards Bid Processing Fee. **Copy of online remittance of Bid Processing Fee to be furnish with technical bid.**
- 3.1.6.2 The Authority reserves the right to reject any Technical BID which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such BID.

- 3.1.7 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority may reject / correct such claim for the purpose of qualification requirements.
- 3.1.8 The Authority will get the BID security verified from the issuing authority and after due verification, the Authority will evaluate the Technical BIDs for their compliance to the eligibility and qualification requirements pursuant to clause 2.2.1 & 2.2.2 of this RFP.
- 3.1.9 After evaluation of Technical Bids, the Authority will publish a list of technically responsive Bidders whose financial bids shall be opened. The Authority shall notify other bidders that they have not been technically responsive. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

3.2 Opening and Evaluation of Financial Bids

The Authority shall inform the venue and time of online opening of the Financial Bids to the Technically responsive Bidders through e-procurement portal of [Govt. of Odisha](#) and e-mail. The Authority shall online open the Financial Bids on date and time to be informed in this clause in the presence of the authorised representatives of the Bidders who may choose to attend. The Authority shall publicly announce the Bid Price quoted by the technically responsive Bidder. The Authority shall prepare a record of opening of Financial Bids.

3.3 Selection of Bidder

- 3.3.1 Subject to the provisions of Clause 2.16.1, the Bidder whose BID is adjudged as responsive in terms of Clause 3.1.6 and who quotes lowest price shall be declared as the selected Bidder (the **"Selected Bidder"**).
- 3.3.2 In the event that two or more Bidders quote the same BID Price (the **"Tie BIDs"**), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.3.3 In the event that the Lowest Bidder is not selected for any reason, the Authority shall annul the Bidding Process and invite fresh BIDs. In the event that the Authority rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.
- 3.3.4 After selection, a Letter of Award (the **"LOA"**) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7(seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the BID Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.
- 3.3.5 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to execute the Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

3.4 Contacts during BID Evaluation

BIDs shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the BIDs are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the BIDs under consideration.

3.5 Correspondence with Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

- 3.6 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 3.7 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

SECTION-4
FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a BID, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder, or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.1(d) of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - (b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

SECTION-5
PRE-BID CONFERENCE

- 5.1 Pre-BID conference of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 5.3 **Venue of Pre-Bid Conference:**

**Ground Floor, Unnati Bhawan,
H.B. Colony, Satyanagar, Bhubaneswar-751007,
Odisha, India
Telefax: - +91-674-2391444**

SECTION-6
MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India/**Odisha** and the Courts at **Bhubaneswar** shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

APPENDIX IA
LETTER COMPRISING THE TECHNICAL BID
(Refer Clause 2.1.5, 2.11 and 3.1.6)

To

**The Managing Director,
WATCO, Ground Floor, Unnati Bhawan,
H.B. Colony, Satyanagar, Bhubaneswar-751007,
Odisha, India
Telefax: - +91-674-2391444**

Sub: BID for the Project **“Construction of Waste Water Treatment Plant at the Confluence point of River Daya & Ganguanala (Phase-II)” on Engineering, Procurement & Construction (EPC) Contract Including Operation & Maintenance for a Period of Five (5) Years.**

Dear Sir,

With reference to your RFP document **Dt.** _____ I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid and it's the Annexure I to VI along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as EPC Contractor for the development, construction, rehabilitation and augmentation of the aforesaid Project and operation & maintenance of the Project during the Defect Liability Period.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the BID.
5. I/ We 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/ We certify that in the last three years, we/ any of the JV partners 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/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - (b) I/We do not have any conflict of interest in accordance with Clauses 2.2.1 (c) and 2.2.1 (d) of the RFP document; and
 - (c) I/We 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 Clause 4.3 of 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

- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 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 and information mentioned for the evaluation of the BID Capacity in Annexure VI 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/we shall continue to abide by them.
8. I/ We 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 Clause 2.16.2 of the RFP document.
 9. I/We believe that we/our Joint Venture satisfy(s) the Threshold Technical Capacity, Net Worth criteria and meet(s) the requirements as specified in the RFP document.
 10. I/ We declare that we/ any Member of the Joint Venture or our/Joint Venture member, are not a Member of any other Joint Venture submitting a BID for the Project.
 11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Joint Venture or any of our/their Joint venture member 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.
 12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Joint Venture or any of our/their Joint venture member have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 13. I/ We further certify that no investigation by a regulatory authority is pending either against us/any member of Joint Venture or against our CEO or any of our directors/ managers/ employees.
 14. [I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated 13.7.01, a copy of which forms part of the RFP at Annexure VII of Appendix-IA thereof.]
 15. I/ We 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.
 16. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement upto 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.
 17. I/ We 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.
 18. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 19. I/ We have studied all the Bidding Documents carefully and also surveyed the [sewerage project sites]. 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.
 20. I/ We offer a BID Security of Rs.**** (Rupees **** only) to the Authority in accordance with the RFP Document.
 21. The BID Security in the form of a Bank Guarantee is attached.
 22. The documents accompanying the Technical BID, as specified in Clause 2.11.1 of the RFP, have

- been submitted in separate files.
23. I/ We agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me/us or our BID is not opened or rejected.
24. The BID Price has been quoted by me/us 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 own the conditions that may affect the project cost and implementation of the project.
25. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
26. {We, the Joint Venture agree and undertake to be jointly and severally liable for all the obligations of the EPC Contractor under the Contract Agreement}.
27. I/ We shall keep this offer valid for **120 (one hundred and twenty)** days from the BID Due Date specified in the RFP.
28. I/ We 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/we submit this BID under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature, name and designation of the Authorised signatory)

Place :

Name & seal of Bidder/Lead Member

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, and 'Deleted' may be indicated there

APPENDIX -IB
Letter comprising the Financial BID
(Refer Clauses 2.1.5, 2.11.1 and 3.1.6)

Dated: / /2026

To
The Managing Director,
WATCO, Ground Floor, Unnati Bhawan,
H.B. Colony, Satyanagar, Bhubaneswar-751007,
Odisha, India
Telefax: - +91-674-2391444

Sub: BID for the Project “Construction of Waste Water Treatment Plant at the Confluence point of River Daya & Ganguanala (Phase-II)” on Engineering, Procurement & Construction (EPC) Contract Including Operation & Maintenance for a Period of Five (5) Years.

Dear Sir,

With reference to your RFP document **Dt.**_____ I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

- 1 I/ We acknowledge that the Authority will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
- 2 The BID Price has been quoted by me/us 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 own the conditions that may affect the project cost and implementation of the project.
- 3 I/ We 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.
- 4 In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 5 I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the BID Due Date specified in the RFP.
- 6 **I/ We hereby submit our BID and offer a BID Price as given in the online BoQ for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.**

Yours faithfully,

Date
Place

(Signature, name and designation of the
Authorised Signatory)

Name & seal of Bidder/Lead Member:
Class III DSC ID of Authorised Signatory

ANNEX-I
Details of Bidder

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s):
 - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number: Landline: Mobile:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number: Landline: Mobile:
 - (e) Fax Number:
 - (f) Class III Digital Signature Certificate ID number
5. In case of a Joint Venture:
 - (a) The information above (1-4) should be provided for all the Members of the Joint Venture.
 - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.1.15(g) should be attached to the Application.
 - (c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role* {Refer Clause 2.1.15(d)}\$	Share of work in the Project {Refer Clauses 2.1.15(a), (f) & (h)}
1.			
2.			
3.			

* The role of each Member, as may be determined by the Applicant, should be indicated in accordance with instruction 4 at Annex-IV.

\$ All provisions contained in curly parenthesis shall be suitably modified by the Applicant to reflect the particulars relating to such Applicant.

- (c) The following information shall also be provided w.r.t para 2.1.18 for each Member of the Joint Venture:

Name of Applicant/ member of Joint Venture:

No.	Criteria	yes	No
1.	Has the Bidder/ constituent of the Joint Venture been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project (BOT, EPC or otherwise).		
2 .	If the answer to 1 is yes, does the bar subsist as on BID due date.		
3 .	Has the Bidder/ constituent of the Joint Venture paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Members of its Joint Venture (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary) w.r.t para 2.1.19:

Name of Bidder/ member of Joint Venture:

No.	Criteria	1st last year	2nd last year	3rd last year
1.	If bidder have either failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or any of its Joint Venture Member, as the case may be, or has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or any of its Joint Venture Member.			
2.	Updated details of stage of litigation, if so, against the Authority / Governments on all the on-going projects of the bidder or any of its Joint Venture Member.			
3.	Updated details of on-going process of blacklisting if so, under any contract with Authority / Government on the Bidder including any of its Joint Venture Member.			

ANNEX-II
Technical Capacity of the Bidder
(Refer to Clauses 2.2.2.2, 2.2.2.5 and 2.2.2.7 of the RFP)

Applicant type	Project Code*	Category \$	Experience ** (Equivalent Rs. Crore)		Technical Experience£
			Payments received for construction of Eligible Projects in Categories 3 & 4	Value of self-construction in Eligible Projects in Categories 1 and 2	
(1)	(2)	(3)	(4)	(5)	(6)
Single entity Bidder or Lead Member including other members of the Joint Venture	a				
	b				
	c				
	d				
	e				
	f				
Aggregate Technical Experience =					

@ Provide details of only those projects that have been undertaken by the Applicant, or its Lead member including members in case of joint venture, under its own name separately and/ or by a project company eligible under Clause 2.2.2.6(i)(b). In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 2.2.2.6(i)(c) and for Categories 3 and 4, include only those projects where the payments received exceed the amount specified in Clause 2.2.26(ii). In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.1.17.

* Refer Annex-IV of this Appendix-I. Add more rows if necessary.

\$ Refer Clause 2.2.2.5(i)

** Construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of operation & maintenance and repair, operation of [Water Supply/Sewerage Project](#) and land be included while computing the Experience Score of an Eligible Project.

\$\$ For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees [] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date. £

£ In the case of an Eligible Project situated in an OECD country, the Experience Score so arrived at shall be further multiplied by 0.5, in accordance with the provisions of Clause 2.2.2.5(ii) and the product thereof shall be the Experience Score for such Eligible Projects.

NOTE:

In case of a Joint Venture, information in Annex-II and Annex-IV of Appendix-I shall be provided separately for other Members so as to establish that each such Member has **20 percent** or more of the Threshold Technical Capacity. Such information may be provided as Annex-IIA, Annex-IIB, Annex-IVA and Annex-IVB respectively. (Refer Clause 2.2

ANNEX-III
Financial Capacity of the Bidder
(Refer to Clauses 2.2.2.3, 2.2.2.9(i), 2.2.2.8(iii) of the RFP)
(In Rs. crore\$)

Bidder type	Net Cash Accruals					Net Worth£
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1
Single entity Bidder or Lead Member including other members of the Joint Venture						
TOTAL						

Name & address of Bidder's Bankers:

\$For conversion of other currencies into rupees, see note below Annex-II of Appendix-I.

£The Bidder should provide details of its own Financial Capacity.

Instructions:

- The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
 - reflect the financial situation of the Bidder;
 - be audited by a statutory auditor;
 - be complete, including all notes to the financial statements; and
 - correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- Net Cash Accruals shall mean Profit After Tax + Depreciation.
- Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
- Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.1.17.
- In the case of a Joint Venture, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.1.15 (g) of the RFQ document.
- The Bidder shall also provide the name and address of the Bankers to the Bidder.
- The Bidder shall provide an **Auditor's Certificate specifying the net worth of the Bidder** and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.2.9 (ii) of the RFP document.

Details of Eligible Projects
(Refer to Clauses 2.2.2.2, 2.2.2.5 and 2.2.2.7 of the RFP)
Project Code: _____ **Entity: Self/Members:** _____

Item	Refer Instruction	Particulars of the Project
Title & nature of the project		
Category	5	
Year-wise (a) payments received for construction, and/or (b) revenues appropriated for self-construction under PPP projects	6	
Entity for which the project was constructed	7	
Location		
Project cost	8	
Date of commencement of project/ contract		
Date of completion/ commissioning	9	
Equity shareholding (with period during which equity was held)	10	

Instructions:

- Bidders are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 2.2.2.6 (i) and 2.2.2.6 (ii) of the RFP, as the case may be. Information provided in this section is intended to serve as a back-up for information provided in the Application. Applicants should also refer to the Instructions below.
- The Project Codes would be a, b, c, d etc.
- A separate sheet should be filled for each Eligible Project.
- In case the Eligible Project relates to other Members, write "Member".
- Refer to Clause 2.2.2.5 of the RFP for category number.
- The total payments received and/or revenues appropriated for self construction for each Eligible Project are to be stated in Annex-II of this Appendix-I. The figures to be provided here should indicate the break-up for the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 1.1.17). For Categories 1 and 2, expenditure on construction of the project by the Applicant itself should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 2.2.2.6(i)(c). In case of Categories 3 and 4, payments received only in respect of construction should be provided, but only if the amount received exceeds the minimum specified in Clause 2.2.2.6(ii). Receipts for construction works should only include capital expenditure, and should not include expenditure on operation & maintenance & repair and operation of [Water Supply & Sewerage Project](#).
- In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to concession, etc.) may be provided. In case of projects in Categories 3 and 4, similar particulars of the client need to be provided.
- Provide the estimated capital cost of Eligible Project. Refer to Clauses 2.2.2.6(i) and 2.2.2.6(ii)
- For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
- For Categories 1 and 2, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 2.2.2.6(i).

11. Experience for any activity relating to an Eligible Project shall not be claimed twice. In other words, no double counting in respect of the same experience shall be permitted in any manner whatsoever.
12. Certificate from **the Bidder's statutory auditor^{\$} or its respective clients must be furnished** as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder may provide the requisite certification.
£
13. If the Bidder is claiming experience under Categories 1 & 2, it should provide a certificate from its statutory auditor in the format below:

Certificate from the Statutory Auditor regarding PPP projects

Based on its books of accounts and other published information authenticated by it, this is to certify that*(name of the Bidder)* is/ was an equity shareholder in*(title of the project company)* and holds/ held Rs. cr. (Rupees crore) of equity (which constitutes.....% of the total paid up and subscribed equity capital) of the project company from *(date)* to *(date)* The project was/is commenced on*(date)* and likely to be commissioned on *(date of commissioning of the project)*. We further certify that the total estimated capital cost of the project is Rs. cr. (Rupeescrore), of which the applicant has itself undertaken the construction of project of Rs.(Rupees Crores) excluding any part of the project for which any contractor, sub-contractor or other agent was appointed for the purpose of construction as per Clause 2.2.2.6 (i) (d) by the aforesaid Applicant itself, during the past five financial years as per year-wise details noted below:

.....
.....

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation
of the authorised signatory)

^{\$} In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

£ Refer Clause 2.2.2.5 of the RFP. □ Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

€ Refer instruction no. 10 in this Annex-IV.

¥ In case the project is owned by the Applicant company, this language may be suitably modified to read: "It is certified that *(name of Applicant)* constructed and/ or owned the *(name of project)* from *(date)* to *(date)*."

14. If the Bidder is claiming experience under Category 3 & 4, it should provide a certificate from its statutory auditors or the client in the format below:

Certificate from the Statutory Auditor/ Client regarding construction works

Based on its books of accounts and other published information authenticated by it, {this is to certify that(name of the Bidder) was engaged by(title of the project company) to execute (name of project) for (nature of project)}. The construction of the project commenced on(date) and the project was/ is likely to be commissioned on (date, if any). It is certified that Bidder received payments from its Clients for Construction Works executed by them, in the aforesaid construction works. We further certify that the total estimated capital cost of the project is Rs. cr. (Rupeescrore), of which the Applicant received Rs. cr. (Rupees crore), in terms of Clauses 2.2.2.5 and 2.2.2.6(ii)of the RFP, during the past five financial years as per year-wise details noted below:

.....
.....

It is further certified that the receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a member of joint venture/consortium.

We further certify that applicant has a share of _____% in the Joint Venture/Consortium.

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation of
the authorised signatory).

□

15. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience.

- Refer Clauses 2.2.2.5 and 2.2.2.6(ii)of the RFP.
- Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.
- This certification should be strike out in case of jobs/ contracts, which are executed a sole firm. The payments indicated in the certificate should be restricted to the share of Applicant in such partnership/ joint venture. This portion may be omitted if the contract did not involve a partnership/ joint venture. In case where work is not executed by partnership/ joint venture, this paragraph may be deleted.

ANNEX-V
Statement of Legal Capacity

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

Ref. Date:

To, *****

Dear Sir,

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

We have agreed that (insert member's name) will act as the Lead Member of our Joint Venture.*

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the Joint Venture on its behalf* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**Please strike out whichever is not applicable.*

ANNEX-VI
Information required to evaluate the BID Capacity under clause

2.2.2.1:

To calculate the value of “A”

1. A table containing value of Civil Engineering Works in respect to EPC Projects (Turnkey projects / Item rate contract/ Construction works) undertaken by the Bidder during the last 5 years is as follows:

Sl. No.	Year	Value of Civil Engg. Works undertaken w.r.t. EPC Projects (Rs. In Crores)
1	2025-26	
2	2024-25	
3	2023-24	
4	2022-23	
5	2021-22	

2. Maximum value of projects that have been undertaken during the F.Y. _____ out of the last 5 years and value thereof is Rs. _____ Crores (Rupees _____). Further, value updated to the price level of the year indicated in Appendix is as follows:

Rs. _____ Crores x _____ (Updation Factor as per Appendix) = Rs. _____ Crores
(Rupees _____)

..... Authorised Signature For and on behalf of (Name signatory) of the Bidder)	Name of the Statutory Auditor's firm Seal of the audit firm: (Signature, name and designation and Membership No. of authorised Signatory
--	---

To calculate the value of “B”

A table containing value of all the existing commitments and on-going workings to be completed during the next ____ years is as follows:

Sl. No.	Name of Project/Work	Percentage of participation of Bidder in the project	Dater of start / appointed date of project	Value of contract as per Agreement /LOA	Value of work completed	Balance value of work to be completed	Anticipated date of completion	Balance value of work at 2025-26 price level
				Rs. in Crore	Rs. in Crore	Rs. in Crore		Rs. in Crore
1	2	3	4	5	6	7= (5-6)	8	9 (3x 7 x #)
#								

Up-dation Factor as given below:

For Year	F.Y. / Calendar Year	Up-dation Factor
1	2025-26/2025	1.00
2	2024-25/2024	1.05
3	2023-24/2023	1.10
4	2022-23/2022	1.15
5	2021-22/2021	1.20

The Statement showing the value of all existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works mentioned above is verified from the certificate issued that has been countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects or Concessionaire / Authorised Signatory of SPV in respect of BOT Projects. No awarded / ongoing works has been left in the aforesaid statement which has been awarded to M/s.....individually / and other member M/s and M/s, as on bid due date of this RFP.

..... Authorised Signatory For and on behalf of (Name signatory) of the Bidder)	Name of the Statutory Auditor's firm Seal of the audit firm: (Signature, name and designation and Membership No. of authorised Signatory
--	--

Guidelines of the Department of Disinvestment
(Refer Clause 1.2.1)

No. 6/4/2001-DD-II
Government of India
Department of Disinvestment

Block 14, CGO Complex
New Delhi.
Dated 13 July, 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (d) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (e) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (f) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

¹³ These guidelines may be modified or substituted by the Government from time to time.

- (g) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (h) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India

APPENDIX -IIA
Bank Guarantee for BID Security
(Refer Clauses 2.1.6 and 2.20.1)
B.G. No. Dated:

1. In consideration of you, **Managing Director, WATCO, Odisha, Bhubaneswar** having its office at **Bhubaneswar**, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of and having its registered office at (and acting on behalf of its JV) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Project **“Construction of Waste Water Treatment Plant at the Confluence point of River Daya & Ganguanala (Phase-II)” on Engineering, Procurement & Construction (EPC) Contract Including Operation & Maintenance for a Period of Five (5) Years** on [EPC] basis (hereinafter referred to as “the Project”) pursuant to the RFP Document dated _____ issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.6 read with Clause 2.1.7 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of **Rs. *** ** (Rupees *** ** only)** (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. *** ** (Rupees *** ** only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180(one hundred and eighty) days from the BID Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions

contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** crore (Rupees *** ** crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the BID Due Date)].

Signed and Delivered by Bank

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

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

NOTES:

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

Bank Details

Name of Bank: State Bank of India, HOD Branch

Payee Name: Managing Director, WATCO, Bhubaneswar

(Current Account) A/c No. : 35406572672

IFSC: SBIN0010249 **MICR:** 751002028

APPENDIX-III
Format for Power of Attorney for signing of BID
(Refer Clause 2.1.8)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the Project **"Construction of Waste Water Treatment Plant at the Confluence point of River Daya & Ganguanala (Phase-II)" on Engineering, Procurement & Construction (EPC) Contract Including Operation & Maintenance for a Period of Five (5) Years** proposed or being developed by the ***** (the "Authority") including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/or until the entering into of the EPC Contract with the Authority.

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 ABOVENAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For

(Signature, name, designation and address)
of person authorized by Board Resolution
(in case of Firm/ Company)/ partner in case of partnership firm

Witness

1

2

Accepted

.....
(Signature) (Name, Title and Address of the Attorney)

(Notarised)

Person identified by me/ personally appeared before me

Attested/ Authenticated* (*Notary to specify as applicable) (Signature Name and Address of the Notary)

Seal of the Notary
Registration No. of the Notary

Date:.....

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX-IV

Format for Power of Attorney for Lead Member of Joint Venture (Refer Clause 2.1.9)

Whereas the ***** (“the Authority”) has invited BIDs from prequalified applicants for the ***** Project (the “Project”).

Whereas,,, and (collectively the “Joint Venture”) being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other BID documents including agreement in respect of the Project, and Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture’s BID for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED
THIS POWER OF ATTORNEY ON THIS DAY OF 2....

For (Signature)	For (Signature)	For (Signature)
(Name & Title)	(Name & Title)	(Name & Title)

(Executants)

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

Witnesses:

- 1.
- 2.
- 3.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX V

Format for Joint Bidding Agreement for Joint Venture

(Refer Clause 2.1.9 & 2.1.15(g))

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {..... Limited, and having its registered office at } (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, having its registered office at } and (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, and having its registered office at} (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- (A) [THE **Managing Director, WATCO, Ground Floor, Unnati Bhawan, H.B. Colony, Satyanagar, Bhubaneswar-751007, Odisha, India** (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the **Bids**) by its **Request for Proposal No. WATCO (W)-15/2026-27 Dated 01.09.2026** (the “**RFP**”) for award of contract for **“Construction of Waste Water Treatment Plant at the Confluence point of River Daya & Ganguanala (Phase-II)”** “(the “**Project**”) **through Engineering, Procurement & Construction (EPC) Contract, including Operation & Maintenance for a Period of Five (5) Years.**
- (B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Joint Venture

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

3 Covenants

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

4. Role of the Parties

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

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

5. Joint and Several Liability

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

6. Share of work in the Project

The Parties agree that the proportion of construction in the EPC Contract to be allocated among the members shall be as follows:

First Party:

Second Party:

{Third Party:}

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

7. Representation of the Parties

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iii) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

- (iv) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the “Defects Liability Period”) is achieved under and in accordance with the EPC Contract, in case the Project is awarded to the Joint Venture.

However, in case the Joint Venture is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of LEAD MEMBER by: SECOND PART THIRD PART

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

In the presence of:

1..... 2.....

Notes:

- 1 The mode of the execution of the Joint Bidding Agreement should be in accordance with the

procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- 2 Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.
- 3 For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

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

**Government of Odisha
Works Department**

Office Memorandum

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

Sub: Codal Provision regarding e-Procurement

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

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

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

1. This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Tender Call Notice or Instruction to Bidder for all “works” tenders hoisted in the portal.
2. The e-procurement portal of Government of Odisha is “<https://tendersodisha.gov.in>”.
3. Use of valid Digital Signature Certificate of appropriate class (Class II or class III) issued from registered certifying authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra is mandatory for all users.
4. The DSC issued to the Department users is valid for the period of two years only. All the Department users are responsible to revalidate their DSC prior to expiry.
5. For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.
6. Government after careful consideration have decided to hoist all tenders costing 10 lakhs or above in the e-procurement portal. This will be applicable across all Engineering Departments such as Works Department, Department of Water Resources, Rural Development and Housing & Urban Development Department. Government of Odisha also welcomes hoisting of tenders by any other departments, authority, corporations, local bodies etc. of the State with prior approval from Works Department. Works Department is the Nodal Department for the implementation of e-Procurement in the State.
7. The e-procurement shall be operated compliant to relevant provisions of OGFR/ OPWD code/ Accounts code/ Government statues including any amendments brought from time to time to suit to the requirement of the best national practice.
8. Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value added services in future.
9. Contractor not registered with Government of Odisha, can participate in the e-Procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.
10. For the role management “Department” is the Administrative Department, Organisation or wing is the Chief Engineer or highest tender accepting authority or equivalent officer, Division is the 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" procurement Notice	
Bid Identification No. -----	
1.	Name of the work:
2.	Estimated cost: Rs.
3.	Period of completion -----
4.	Date & Time of availability of bid document in the portal _____
5.	Last Date / Time for receipt of bids in the portal _____
6.	Name and address of the O.I.T.:.....
Further details can be seen from the e-procurement portal " https://tendersodisha.gov.in "	

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

13. ISSUE OF ADDENDA/ CORRIGENDA/ CANCELLATION NOTICE:

- 13.1 The Procurement Officer Publisher (Officer Inviting Tender) shall publish any addendum/ corrigendum/ cancellation of tender in the website <https://tendersodisha.gov.in>, notice board and through paper publication and such notice shall form part of the bidding documents.
- 13.2 The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to watch the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender Inviting Authority is not responsible for communication failure of system generated mail.

14. CREATION AND PUBLISHING OF BID:

- 14.1 All the volumes/documents shall be uploaded in the portal by the tender creating officer (Procurement Officer Administrator) and published by the Officer Inviting Tender (Procurement Officer Publisher) using their DSCs in appropriate format so that the document is not tampered with
- 14.2 The tender document comprise the notice inviting tender, bid document/ SBD, drawings in .pdf format and the schedule of quantities / BoQ in .xls format to be uploaded by the Officer Inviting Tender.
- 14.3 Procurement Officer Administrator creates tender by filling up the following forms:
- BASIC DETAILS
 - 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/Package:

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

(b) For Two Cover/Package:

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

- TENDER DOCUMENT: The Procurement Officer Administrator should upload the NIT in .pdf format.
- WORK ITEM DETAILS
- FEE DEATILS: The Procurement Officer Administrator should mention the cost of tender paper and EMD amount as laid down in DTCN/SBD.
- CRITICAL DATES: The Procurement Officer Administrator should mention the critical dates of tender such as publishing date, document download start date & end date, seek clarification start date & end date (optional), bid submission start date & closing date, bid opening date as per DTCN/SBD.
- 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).
- WORK ITEM DOCUMENTS: The Procurement Officer Administrator should upload the digitally signed tender document (SBD/DTCN) or any other addition document/drawings in .pdf format and Bill of Quantities in .xls format.
- PUBLISHING OF TENDER: The Procurement Officer Publisher shall publish the tender using his/her DSC after detail scrutiny of the fields created and documents uploaded by

the Procurement Officer Administrator. Procurement Officer Publisher can publish tenders for multiple procurement units using multiple DSCs procured for each post separately. After being relieved from the additional charges he has to surrender the additional DSCs to the Nodal Officer of the concerned organisation.

15. PARTICIPATION IN BID:

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

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

15.1.2 Any third party/company/person under a service contract for operation of e-Procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement process that are undertaken through the e-Procurement system irrespective of who operates the system.

15.2 LOGGING TO THE PORTAL: The Contractor/Bidder is required to type his/her *Login ID* and password. *The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication.* For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.–

15.3 DOWNLOADING OF BID: The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.

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

15.5 PREPARATION OF BID

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

15.5.2 The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form, price bid etc. and store in the system.

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

15.6.1 The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. The bidder shall scan all the written/printed pages of the bid security and up load the same in portable document format (PDF) to the system in designated place of the technical BID. Furnishing scanned copy of such documents is mandatory otherwise his/her bid shall be declared as non-responsive and liable for rejection.

15.6.2 The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document. The validity period of the EMD or

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

15.6.3 The Fixed Deposit / Bank Guarantee or any other form as mentioned in detailed tender call notice in respect of Earnest Money Deposit / Bid Security and the Bank Draft in respect of cost of Bid are to be scanned and up loaded in portable document format (PDF) along with the bid.

15.6.4 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.

15.6.5 Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption

15.6.6 Government of Odisha has been actively considering integrating e-payment gateway in to the portal for payment of Cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway shall be issued separately after it is established.

16. **SUBMISSION OF BID:**

16.1 The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid & a Financial Bid. The Technical bid generally consist of cost of Bid documents, EMD/ Bid Security, VAT, PAN / TIN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works, work in hand, list of machineries, and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/undertaking including rebates.

16.2 Bidders are to submit only the original BoQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion / modification. Multiple BoQ submission by bidder shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.

16.3 The bidder shall upload the scanned copy/copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

16.4 The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BoQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective item(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to **two decimal** place only in case of percentage rate tender.

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

16.5.1 Bids cannot be submitted after due date and time. The bids once submitted 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 upload the summary and declare the process as complete.

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

23. BLOCKING OF PORTAL REGISTRATION:

- 23.1 If the Registration Certificate of the Contractor is cancelled /suspended by the registering authority/ blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.
- 23.2 The portal registration blocked in the ground mentioned in the above Para-23.1 shall be unblocked automatically in receipt of revocation order of cancellation / suspension/ blacklisting from the concerned authority.
- 23.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech.) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.
- 23.3.1 Fails to furnish original Technical / Financial (Tender Paper Cost, EMD/Bid Security) instruments before the designated officer within the stipulated date and time.
- 23.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period.
- 23.3.3 Fails to execute the agreement within the stipulated date.
- 23.3.4 If any of the information furnished by the bidder is found to be false / fabricated / bogus.

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

24. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:

24.1 UNBLOCKING OF PORTAL REGISTRATION:

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

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

- 24.2 The Chief Manager (Tech), State Procurement Cell will be the convener and he will maintain all records for this purpose. The Committee shall meet not less than once in a month if required & shall consider the recommendation of the officer inviting tender for unblocking of portal registration. The quorum of the meeting will be four.
- 24.3 The minimum period of blocking of Portal Registration shall in no case be less than 90 days. After blocking of Portal Registration, the Contractor whose Portal Registration has been

blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his portal registration along with a Treasury Challan showing deposit of Rs. 10,000/- (Rupees ten thousand) only (non-refundable) under the head of accounts '0059 - Public Works' as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager (Tech), State Procurement Cell.

- 24.4 On receipt of recommendation from the concerned Chief Engineer along with the copy of challan as mentioned above, the Chief Manager (Tech) being the member Convener of the Committee shall place the case before the Committee for examination and taking a decision in this regard. After examination the Committee may recommend for unblocking of the portal registration of said contractor if the Committee is satisfied that the fault committed by the contractor is either unintentional or done for the first time.
- 24.5 After scrutiny by the State Procurement Cell if it is found that the portal registration of a contractor has been blocked for the 2nd time the Chief Manager (Tech), SPC may not consider his case to be placed before the Committee and may advise the concerned officer inviting tender to issue show cause notice to the contractor asking him to explain as to why his portal registration shall not remain blocked. On receipt of show cause reply from the contractor the officer inviting tender shall examine the same & if considered proper he may report to the Chief Manager (Tech), SPC along with his views furnishing the copy of the show cause reply for placement of the same before the Committee for taking a decision in respect of blocking/ unblocking. If the Committee found that the contractor is in habit of committing such fault again and again intentionally the committee may advise the concerned officer inviting tender to initiate proceeding for blacklisting as per the existing rule.
1. These amendments shall take effect from the date of issue of the order.
 2. This amendment is an addition to the existing provision and will be placed below Appendix-IX to OPWD Col, Vol-II.
 3. Accordingly Office Memorandum No.1027 dt.24.01.2009 stands modified.
 4. This has been concurred in by the Finance Department vide their UOR No.3-WF-1 dt.04.01.2013.

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

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

**Government of Odisha
Works Department**

Office Memorandum

File No.07556900012016–17254/W Dt.05.12.2017

- Sub: Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids.**
1. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "<https://tendersodisha.gov.in>".
 2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as **SBI/ICICI Bank/HDFC Bank** for all Government Departments, State PSUs. Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below :
 - a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids**.
 - b) Various payment modes like **Internet banking/ NEFT/RTGS** of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
 - c) Reporting and accounting of the **e-receipts** will be made from a single source.
 - d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.
 3. Only those bidders who successfully remit their **Cost of Tender Paper and Earnest Money Deposit on submission of bids would be eligible to** participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.
 4. **Banking arrangement:**
 - a) Designated Banks (**SBI/ICICI Bank/HDFC Bank**) payment gateway are being integrated with e-Procurement portal of Government of Odisha (<https://tendersodisha.gov.in>)
 - b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids** will nominate a **Focal Point Branch** called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.
 5. **Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder:**
 - a) **Log on to e-Procurement Portal:** The bidders have to log onto the Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search

Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.

- b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.
 - c) **Electronic payment of tender paper cost and EMD:** Then the bidders have to select and submit the bank name as available in the payment options
 - i. A bidder shall make electronic payment using his/her **internet banking** enabled account with designated Banks or their aggregator banks.
 - ii. A bidder having account in other Banks can make payment using **NEFT/RTGS** facility of designated Banks.
 - Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.
 - d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
 - e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of '**Bid ID**' generated in the acknowledgement receipt for tracking their bid status.
6. **Settlement of Cost of Tender Paper;**
- a) **Cost of Tender Paper:** In respect of Government receipts on account of **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise-head-wise challans separately for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc, General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.
 - b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.
 - c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.
 - d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.

- e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure.
7. **Settlement of Earnest Money Deposit on submission of bids:**
- a) The Bank will remit the **Earnest Money Deposit on submission/ cancellation of bids** to respective bidders accounts as per direction received from TIA through e-procurement system.
8. **Forfeiture of EMD:**
- Forfeiture of **Earnest Money Deposit on submission of bid** of defaulting bidder is occasioned for various reasons.
- a) In case the **Earnest Money Deposit on submission of bid** is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.
- b) The Tender inviting authorities of the Government Departments will deposit the forfeited **Earnest Money Deposit on submission of bid**, in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances -1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc. General Services-00-101 - Unclaimed Deposits-0097-Misc, Receipts-02080-Misc. Deposits and submit the detail account to DAG (Puri) as a deposit of the Division.
- c) By clicking submit button, system will initiate the forfeiture of EMD. System will not allow the evaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.
9. **Role of the Banks:**
- a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.
- b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.
- c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.
- d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.
- e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.
10. **Role of State Procurement Cell:**
- a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization.
- b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.

- c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.
 - d) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments / State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.
 - e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.
 - f) e-procurement system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
 - g) Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day
 - h) e-procurement system will update the status accordingly for reconciliation report.
- 11. Role of National Informatics Centre :**
- a) Customize e-Procurement software and web-pages of Government of Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment.
 - b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.
 - c) NIC will provide an interface to organisations to download the electronic receipt data.
 - d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorised Banks for enabling automatic refund/settlement of funds.
 - e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury portal.
- 12. Role of Cyber Treasury :**
- a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G (O) as per the established process.
 - b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.
- 13. Redressal of Public grievances :**
- a) The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD, either suo moto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics Centre, Odisha unit, Cyber Treasury and the bank will promptly take steps for rectification. The e-Focal Point Branch of the participating Banks, National Informatics Centre, Odisha and the State Procurement Cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-Receipt.
- 14. Applicability and modification of existing rules / orders:**
- The modalities prescribed in this Office Memorandum for downloading of tender paper, submission and rejection of bid, acceptance of Bids as well as refund and forfeiture of earnest deposit will be applicable for electronic submission of bids through e-procurement portal. Existing provisions regulating cost of tender paper, earnest money deposit in OPWD Code and OGFR would stand modified to the extent prescribed.

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

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

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

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	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. 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.	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. 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.
State PSUs Statutory Corporations, Autonomous Bodies and Local Bodies.	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. 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.	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. 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.