



OFFICE OF MISSION DIRECTOR
SWACHH JAL MISSION
Ajanta Path, Hatigaon, Guwahati,-781038(Assam)

EXPRESSION OF INTEREST
(EOI NO. 16-011-310-DATE 24TH JANUARY 2022)



OFFICE OF MISSION DIRECTOR
SWACHH JAL MISSION
Ajanta Path, Hatigaon, Guwahati, -781038 (Assam)

EXPRESSION OF INTEREST FOR EXECUTION OF 1000 LPH RO PLANT
INSTALLATION PROJECT AT DIFFERENT GRAM PANCHAYATS IN THE STATES OF
BIHAR, JHARKHAND & ODISHA (EOI NO. 16-011-310-DATE 24TH JANUARY 2022)

(N: B: The Vendors already empanelled earlier with this office (Ref. No. 11/2020-21 or EOI No. 28 of 2020-21) need not to apply.)



**SWACHH JAL MISSION
OFFICE OF THE MISSION DIRECTOR,
AJANTA PATH, HATIGAON, GUWAHATI – 781038**

SHORT EOI NOTICE / INVITATION FOR EOI No. 16 of 2022-23
(EOI No.16-011-310-Date 24th January 2022)

On behalf of The Mission Director, Swachh Jal Mission, Expression of interests has been invited from eligible registered vendors under Rural Organisation for Development and empanelled in Swachh Jal Mission, for execution of 1000 LPH RO plant installation project at different Gram Panchayats in the states of Bihar, Jharkhand & Odisha to be executed under Swachh Jal Mission Project. Detailed Expression of Interests (EOI) document will be available in the website www.sjmp.co.in from 02.02.2022 and required documents as per EOI are to be uploaded through Tender section of the website. Interested eligible vendors/companies/establishment/organizations willing to be included in the empanelment for the project may register themselves under Rural Organisation for Development. vendors/companies/establishment/organizations blacklisted under any Government agencies will not be considered under any circumstances. The tender submission for this open EOI will continue till the closing notice is notified. Bid will not be accepted by mail or personal submission.

Sd/-

General Manager (Project)
Swachh Jal Mission

Memo No. ROD16-011-310/SJMP/PB/2020-21/Pt-I/T- 8580-87 Date: 24.01.2022

Copy to:

1. The Mission Director, SJM Assam, for favour of kind information.
2. The Chairman, Rural Organisation for Development, Guwahati-01, for favour of kind information.
3. The Executive Director, SJM for favour of kind information.
4. The Public Relations Officer, SJM-38 for publish the short Notice / Expression of Interest (EOI) in one issue of widely published multilingual national level daily news papers.
5. The General Manager (HR), SJM, Guwahati-38 for information and wide circulation among the left out registered vendors under Rural Organisation for Development, Guwahati.
6. SMT Cell, O/O Mission Directorate, SJMP Assam, for information and necessary action.

Sd/-

General Manager (Project)
Swachh Jal Mission

Schedule of Event

Sl no	Event	Date	Time
1.	START DATE FOR SUBMISSION OF THE EOI	10.02.2022	10:00 AM
2.	BID QUERY in the office of the Mission Director, SJMP Assam up-to	18.02.2022	05:00 PM
3.	LAST DATE FOR SUBMISSION OF EOI	25.02.2022	05:00 PM
4.	OPENING OF EOI	28.02.2022	02:00 PM

1) The intending vendors may submit their bids on any day and the Organisation will consider the same for technical evaluation as and when received.

2) The Schedule indicated above is tentative and the Mission Director “SWACHH JAL MISSION”, Assam may change any or the entire schedule under intimation to the interested parties.

**TERMS OF REFERENCE OF THE EXPRESSION OF
INTEREST EOI No. 16 of 2021-22**

FOR

ADDITIONAL EMPANELMENT OF LEFT OUT SJMP REGISTERED VENDORS FOR EXECUTION OF 1000 LPH RO MACHINES SUPPLY & INSTALLATION AT DIFFERENT GRAM PANCHAYATS OF BIHAR, JHARKHAND & ODHISA TO BE EXECUTED UNDER SWACHH JAL MISSION PROJECT.

PART - A

ABOUT SWACHH SWACHH JAL MISSION

Swachh Jal Mission aims to provide Pure drinking water to every rural household via RO Machines with capacity of 1000 LPH installed in every Gram Panchayat's.

The broad objectives of the Mission are

- i. To provide adequate pure drinking water to every rural household.
- ii. To prioritize provision of pure drinking water in quality affected areas, villages in drought prone and desert areas, etc to monitor functionality of RO machines.
- iii. To promote and ensure voluntary ownership among local community by way of contribution in cash, kind and/ or labour and voluntary labour (shramdaan).
- iv. To assist in ensuring sustainability of water supply system, i.e. water source, water supply infrastructure, and funds for regular O&M.
- v. To empower and develop human resource in the sector such that the demands of construction, plumbing, electrical, water quality management, water treatment, catch men protection, O&M, etc. are taken care of in short and long term.
- vi. To bring awareness on various aspects and significance of safe drinking water and involvement of stakeholders in manner that make water everyone's business.

OBJECTIVE OF THE EOI

The objective of this EOI is for additional empanelment of registered vendor's whoever have been left out from empanelment against this office RFP No. 11 of 2020-21 or EOI No. 28 of 2020-21, towards the allotment of works under SJM

SCOPE OF THE EOI

The registered VENDOR'S of the SJM Organisation who have been left out from empanelment against this office RFP No.11 of 2020-21 or EOI No. 28 of 2020-21 should invariably participate in the EOI for additional empanelment for execution of works under SJMP. All the participating bidders need to accept the Organisation's approved rates as and when fixed. The bidders are to participate in the EOI in accordance to their maximum annual turnover in any one of the last three financial years and the mechanism for the same is described below. The objective of the exercise is for enhancement of the pool of vendors for execution of different works under Swachh Jal Mission Project. As and when such vendors are empanelled, the same will be entered in the online SJMP portal and communication will be shared with the respective Divisions / Circles / Zone.

INSTRUCTION TO THE BIDDERS

The following mechanism should be followed by the bidders while participating in the EOI for empanelment of the left out SJMP vendors under SJMP Assam :

- a) The EOI is invited for execution of works in all the GP's of Bihar, Jharkhand & Odhisa. However for the remote areas, the works will be allotted to the vendors considering their eligibility in respective zones/circles.
- b) Any registered vendor whoever have been left out from empanelment are eligible to participate in the EOI. Hence it is clear that those vendors who are already empanelled/ who have already recieved work order for execution of works under SJMP Assam need not to apply.

- c) For taking part in the EOI, the intending registered vendor must have minimum annual turnover of Rs. 300.00 lacs in any one of the last three financial years. The turnover certificate must be CA certified having UDIN Number and Membership Number of the CA
- d) All vendors as per criteria stated above shall be empanelled for execution of works under SJMP only if they accept the already Organisation's approved rates or any such fixation of rates by the Organisation in future of different items as per their eligibility described above. Accordingly all the intending bidders will have to submit the declaration form towards acceptance of the Organisation's approved rates as and when fixed as per *Annexure-A*.
- e) The decision of the Mission Directorate towards empanelment of vendors for works under SJMP shall be conclusive and binding. No claim whatsoever in this regard shall be entertained.

TURNOVER CRITERIA

The bidders will have to submit the details of their turnover of the last three financial years i.e. 2017-18, 2018-19 & 2019-20 in a prescribed format certified by CA as per **Annexure-C**. If any of the intending vendor submit the turnover details for the FY 2020-21, then the same will be considered and the last three financial years will be taken into account accordingly. The turnover details must be certified by a CA with UDIN No. and Membership No. mentioned. The maximum turnover in any one of the last three financial years will be taken into account during allotment of the works under SJMP to the respective technically qualified vendors. Without the turn over certificate duly authenticated by a CA and without UDIN No. & Membership No., the bid shall be rejected.

ELIGIBILITY CRITERIA

The intending vendors must fulfill the following eligibility criteria for participating in the EOIs stated below :

- Those SJMP registered vendors who have been left out from empanelment earlier against this office RFP No. 11 of 2020-21 or EOI No. 28 of 2020-21 should only apply.
- For participating Class-I vendor, the minimum annual turnover in any of the last three financial years must be Rs. 800.00 lakhs or more. For Class-II & Class-III vendors, the minimum annual turnover in any of the last three financial years must be Rs. 500.00 lakhs & Rs. 300.00 lakhs or more.
- For Class-III registered vendors, they must be registered with the Organisation for the last three years without any lapse. Necessary documentary evidence in this regard needs to be submitted.
- The turnover certificate to be submitted must be certified by CA with UDIN No. & Membership No. mentioned therein.
- The intending vendors must invariably accept the Organisation's approved rates as and when fixed, against different items for execution of works under SJMP. Partial acceptance of rates is not permissible.

DOCUMENTS TO BE SUBMITTED

The intending bidders will have to submit the scanned copies of the required documents in the office of Mission Director “SWACHH JAL MISSION” as per the EOI invited. Following documents are to be uploaded by the eligible vendors :

- Valid Class-I / Class-II / Class-III Registration certificate under ROD
- For Class-III SJMP registered vendor, proof of registration for last three years without lapse need to be submitted. Proof in this regard may be produced either through their Renewal certificate for last three years or by a consolidated certificate from the concerned Organisation stating that the vendor is registered under that Organisation for the last three years.
- Turnover certificate as per prescribed format for the last three financial years i.e. 2017-18, 2018-19 & 2019-20 certified by CA with UDIN No. & Membership No. mentioned therein need to be submitted by all intending SJMP registered vendors.
- Declaration Form as per **Annexure-A** towards acceptance of the Organisation’s approved rates as and when fixed for different items of works under SJMP Assam.

SUBMITTING PROCESS

The intending vendors need to fill up the basic details and submit the following documents in the office of Mission Director “SWACHH JAL MISSION” against this EOI. The documents are to be submitted dully self attested. No mail correspondence / submission of documents will be considered.

- All the intending vendors will have to fill up all the required field in the Form available in the website, Name of Vendor, Address, Contact details, Email ID etc. The mandatory fields are marked with asterisk (*) symbol.
- In addition to filling up the basic details of the vendor, they have to submit the necessary documents as sought.
- Valid SJMP Registration Certificate either Class-I, Class-II or Class-III as enclosure **01**.
- For Class-III registered vendor, they have to submit the proof of registration with the Organisation for last three (2) years without any gap either through a certificate from the General Manager (HR) of the concerned Mission or through renewal certificate as enclosure **02**
- Turnover certificate from CA for last three financial years as described above as enclosure **03**
- Filled up Declaration Form as per Annexure-A as enclosure **04**
- After completion of filling up the registration Form and attaching necessary documents, the participating vendors will have to seal all documents in an A4 sized envelope and mention their Firm name on the top of the envelop for successfully submitting their bid for empanelment under SJMP.

EMPANELMENT PROCESS

The bids received in the office of Mission Director “SWACHH JAL MISSION” from the vendors will undergo technical evaluation as per criteria defined above. After evaluation all technically qualified vendors whoever submit their documents as per the eligibility criteria defined above will

be empanelled under SJMP Assam towards allotment of works. The details of the empanelled vendors will be intimated in the SJMP Assam portal www.sjmp.co.in and the same will be intimated to the concerned state offices of the Organisation and entries will be made against the empanelled vendors providing an individual Unique ID. The list of the qualified empanelled vendor will be uploaded in the website on a periodic basis and the vendors are to note their Unique ID for future reference. It is to note that the EOI is kept open till above notified closing date, unless otherwise notified, hence the vendors will be kept on empanelling if found qualified after scrutiny of their required technical documents as and when received by the Organisation.

ALLOTMENT OF WORKS

The empanelled vendors will be entitled to obtain different works under SJM Project in different levels of the Organisation The Mission Directorate as per their eligibility defined in the Standard Operating Procedure (SOP) for works allotment annexed below. The SOP may be modified by the Organisation at any time as and when required. However mere empanelment does not guarantee allotment of work nor does it bestow the vendor the right to get works to the extent of his entitlement as per the SOP.

RATES

The intending vendors shall have to accept the Organisation's approved rates as and when fixed. All such approved rates of different items shall be binding and valid for execution of the works under SJM Project until otherwise revised by the Organisation.

All approved and accepted rates include cost of supply of all machineries/parts and labour involved in the work directly or indirectly, handling and transportation of all machineries/parts required for the works, all current Government taxes (GST) & duties applicable under rules, royalties and monopolies on forest products, road toll, Octroi, insurance fees, compensation for damages, tools & plants, labour supervision charges etc. to deliver the complete works.

The vendor shall not request to alter the rate approved by the Organisation during the pendency of the contract neither any claim for enhancement will be entertained.

The decision of the Organisation regarding fixation of the rates shall be final and binding.

PERFORMANCE GAURANTEE

The awarded vendors will have to deposit Performance Guarantee at the rate of 5 % of the awarded value in the form of DD or NSC pledged in favour of the Mission Director "SWACHH JAL MISSION" Assam, whichever may be the case, which should be valid for at least 1 (One) year from the date of issue.

RETENTION MONEY

Retention money will be deducted @ 5 % from every payment made to the vendor. The retention money will be released after the lapse of the defect liability period which will be effective from the date of completion. Any defect or other faults which may appear within the specified defect liability period of 24 months from the completion of works shall be rectified by the vendor at his own cost.

PENALTY FOR NON PERFORMANCE

The penalties to be imposed at any stage under this EOI are;

- a. Imposition of liquidated damages, forfeiture of performance security, Cancellation of purchase order/work order and termination of the empanelment, de-recognition/debarment of the vendor.
- b. Failure to produce the requisite certificates after claiming to possess such certificates or concealment or misrepresentation of facts will only lead to rejection of EOI in the first round itself and/or may lead to forfeiture of performance security as well as result in de-recognition/ debarment of the vendor.
- c. The penalties to be imposed on the bidder, at any stage, will be decided on the basis of the violations of number of EOI conditions specifically mentioned in the EOI document as that leading to forfeiture of Performance Security or leading to de-recognition/debarment.
- d. Any untenable delay by the successful bidder in maintaining its contractual obligations towards delivery of goods and performance of services shall render the successful bidder liable to any or all of the following sanctions:
- e. **Liquidated Damages:-** will be levied, except on ground attributable to force majeure causes for delay in execution as follows–
 - i. Beyond the normal period of execution as per the work order, for immediate next 30 days : @ 0.1 % per day
 - ii. For the **next 20 days** after initial delay of **30 days: @0.2 % per day.**
- f. In case of incomplete work, penalty equal to 10% of the value of work order not done will be imposed and the concerned vendor may be de-recognised /debarred from any future works of the Organisation as deemed fit. The decision to impose penalties and finally to **de-recognition/debarment** the defaulting vendor will be final and shall be binding on all bidders participating in the bid.

Labour laws and Regulations

The vendor shall be responsible for strict compliance of and shall ensure strict compliance by its servants and agents of all labour and other laws, rules and regulations having the force of law affecting the relationship of employer and employees between the vendor and their respective employees.

The vendor shall obtain authority(ies) designated in this behalf under any applicable labour rule or regulation including but not limited to the Factories Act and Labour (Abolition and Regulation) Act (in so far as applicable), any and all such license(s), consent(s), registration(s) and/or other authorisation(s) as shall from time to time or become necessary for or relative to the execution of the work or any part or portion thereof or the storage & supply of any material(s) or otherwise in connection with the performance of the contract, and shall at all time observe and ensure due observance by his/her/their servants/agents of all terms and conditions of the said license(s), consent(s), registration(s) and laws , rules and regulations applicable thereto.

The vendor shall ensure that wages are paid by himself to his workmen directly without the intervention of any middle men (Jamadars or Thekedars or labour Charders/ operators) and that no amount by way of commission or otherwise is deducted or recovered by the middle men from the wages of the workmen.

The General Manager (HR) and / or his / their authorized representative shall be at any time be entitled to carry out any check(s) or inspection(s) of the vendor's facilities, records and accounts to ensure that the provisions of the labour laws and regulations are being observed by the vendor and that the workmen are not denied the rights and benefits to which they are entitled under such provisions. Any violation shall, without prejudice to any other rights or remedies available to the owner, constitute a ground for termination of the contract as though specifically set forth under associated clauses.

The vendor shall indemnify and keep indemnified the owner from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any workmen/ employee of the vendor, including but not limited to claims against the owner under the

Workmen's Compensation Act; the Employees Provident Fund Act; and/or the Contract Labour (Abolition and Regulation) Act. Owner reserves the right to deduct any amount that becomes payable by the vendor in respect of the labour being employed by him for executing the work awarded, under any act or rules framed thereafter and in force from time to time. The same shall be recovered from his bills payable to the vendor as debt recoverable.

Indemnity and Insurance

The vendor shall at all times keep indemnified the owner and its employees from and against all third party claims whatsoever (including but not limited to property, loss, damages, personal accident, injury or death of / to property or person of the vendor and/or the owner) and the vendor shall at his own cost and initiative at all times upto the successful conclusion of the defect liability period specified hereof take out and maintain insurance policies in respect of all insurable liabilities under this clause, including but not limited to third party insurance and liabilities under the Motor Vehicle Act, Workmen's Compensation Act, Fatal Accident Act, Personal Injuries Insurance Act, Emergency Risk Insurance Act, and/or other Industrial Legislation from time to time in force in India with insurance company(ies) affiliated to general Insurance, and such policy(ies) shall be of not lesser limit than the limits hereunder specified with reference to the matters here under specified namely :

- a) Workmen's Compensation Insurance – to the limit which compensation may be payable under the laws of the Republic of India.
- b) Third Party insurance – body injury and property damage to the limit which compensation may be payable under the laws, in each accident at the work site.

Provided that the limits specified above shall operate only as a specification of minimum limits for insurance purposes, but shall not anyway limit the vendor's liability in terms of this clause to the limit(s) specified.

Safety Regulations, Accident and damage

The vendor shall be responsible at his own cost in and relative to performance of the work and contract to observe and to ensure observance by his/ their servants/ agents of the provisions of the safety codes as hereinafter appearing and all fire, safety and security regulations as may be prescribed by the owner from time to time and such other precautions and measures as shall be necessary and shall employ/deploy all equipment necessary to protect all works, machineries/parts,

Properties, structures, equipment, installations, communications and facilities whatsoever (including but not limited to fire and explosion) and shall during construction and other operations minimise the disturbance, and inconvenience to the owner, other vendors, the public and the adjoining land and property owners and occupiers, and crops, trees, vegetations, and shall indemnified the owner from and against all losses and damages and costs, charges and expenses and penalties, actions, claims, demands, and proceeding whatsoever suffered or incurred by or against the owner as the case may be by virtue of any loss, alterations, displacement, disturbance or destruction or accident to any works, machineries/parts, properties, structures, equipment, installations, communications and facilities and land & property, owner and occupiers, and crops, trees, vegetations etc. as aforesaid with the intent that the vendor shall be responsible for any loss, damage, alterations, displacement, disturbance or destruction as aforesaid resultant directly or indirectly from any breach by the vendor of his obligations aforesaid or upon any operation, act or omission of the vendor or his servants/agents.

The vendor's liabilities under the contract shall remain unimpaired notwithstanding the existence of any storage-cum-erection or other insurance covering any risk, damage, loss or liability for which the vendor is liable to the owner in terms of the foregoing or in respect of which the vendor has indemnified the owner, with the intent that notwithstanding the existence of such insurance, the vendor shall be and remain fully liable for all liabilities and obligations under the contract and indemnifies the owner, and the owner shall not be obliged to seek recourse under such policy(ies) in preference to recourse against the vendor or otherwise to exhaust any other remedy in preference to the remedies available to it under the contracts.

Water and Electricity

The vendor may ask to arrange adequate supply of water and electrical power that maybe required in connection with execution of the work. However, if the Bid Inviting Authority is in position to give such facilities to the vendor, the vendor may ask for the same as per usual terms and conditions of the Organisation.

Inspection of site

The Bidder shall be deemed to have inspected and examined the site of work and its surroundings and information available in connection therewith and to have satisfied himself, so far as practicable, before signing the tender agreement, including the sub-surface conditions, the extent and nature of works and machineries/parts required for completion of the work, the means of access to the work site and the accommodation he may require, and, in general shall be deemed to have obtains all necessary information, subject as above mentioned as to risks, contingencies and other circumstances which may influence or affect his performances.

Vendor's employees

In addition to Skilled, Semi-Skilled and Unskilled labour required and employed for smooth execution of the project, one Project-in-charge (Technical Staff) having Degree in Engineering (of appropriate branch) shall be deployed at the site by the vendor for supervision of the work .

- (a) The technical staff should be available at site for the full time for supervising the technical aspects of the works and to receive instructions from the Engineer-in-charge in this respect whenever required by the Engineer-in-charge.
- (b) In case the vendor fails to employ the technical staff as aforesaid, the General Manager (HR) and/or his authorised subordinates will have the right to take suitable remedial measures.
- (c) The vendor is to declare the name and other details/ particulars of the technical staff (as aforesaid) whom he intends to employ or who is under employment on the work at the time he commences the work.
- (d) The vendor is to furnish a certificate to the effect that the technical staff (as aforesaid) is exclusively in his employment.

Report of accidents

The vendor shall within 24 (twenty four) hours of the occurrence of any accident at or about the site or in connection with the execution of the work, report in details, such an accident to the Engineer-in-charge. The vendor shall also report such accident to the competent Govt. authority whenever law requires such a report. Any compensation payable to any one or any damages to any structures arising out of such accident shall have to be covered by the concerned clause of Conditions and Requirement for Bidding.

Issue of material

The General Manager (HR) will not issue any machineries/parts required directly or indirectly for execution of the work and the vendor is to arrange all such machineries/parts at his own cost and risks. However, the General Manager (HR) may assist the vendor for procurement of the aforesaid construction machineries/parts by authorizing the vendor to that extent, but no any claim on account of delay or other difficulties on procuring such machineries/parts by the vendor shall be entertained.

The vendor is to provide everything of every sort and kind which may be necessary and requisite for the due and proper execution of the several works included in the contract according to the true intent and meaning of the approved drawings and specifications taken together whether the same may or may not be particularly described in the specifications or shown on the drawings provided that the same are reasonably and obviously to be inferred there-from and in case of any discrepancy between the approved drawings and specification, the Engineer-in-charge, is to decide which shall be followed.

The vendor is to set out the whole of the works in conjunction with the General Manager (HR) or an officer to be deputed by the General Manager (HR) and during the progress of the work to amend on requisition of the General Manager (HR) , any error which may arise therein and provide all the necessary and requisites for the work, and all machineries/parts & workmanship are to be the best of their respective kinds. The vendor is to provide all plants, labours, and machineries/parts, which may be necessary and requisite for the works. The vendor is to leave the work in all respect clean and perfect at the completion thereof.

Recovery of sums

All compensation or other sums payable by the vendor to the General Manager (HR) or any of his subordinate offices under the terms & conditions of this contract will be deducted from the sum being held as security deposit and/or from any sum due to the vendor.

Loss or damage of works or machineries/parts

All work and machineries/parts brought and left upon the work site by the vendor for the purpose of forming part of the works are to be considered to be the property of the General Manager (HR) and the same are not to be removed or taken away by the vendor or any other person without the special license and consent in writing of the General Manager (HR) or his authorized representative is not to be in any way responsible and answerable for any loss or damage which may happen to or in respect of any such work or machineries/parts either by the same being lost or stolen or injured by weather or otherwise.

Rejection of unspecified machineries/parts

The Engineer-in-charge shall have full power to reject unspecified machineries/parts if any, brought to the site for use in the work. Further, the Engineer-in-charge have full power to require the removal from the premises of all machineries/parts which, in his opinion, are not in accordance with the specification and in case of default the Engineer-in-charge is to be at full liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such machineries/parts. Engineer- in-charge is also have full power to require other proper machineries/parts to be substituted and in case of default the Engineer-in-charge may cause the same to be supplied and all costs, which may attend such removal and substitution, are to be borne by the vendor

Liability for replacing bad works

If in the opinion of the Engineer-in-charge, any of the work have been executed with improper machineries/parts or defective workmanship the vendor, when required by the Engineer-in-charge, will forthwith execute the same and substitute proper machineries/parts and workmanship and in case of default of the vendor in so doing within a week the Engineer-in-charge is to have full power to employ other persons to re-execute the work and the cost thereof shall be borne by the vendor.

Idle Time Charges

The work is of very urgent need and a time & cost bound project. No idle time charge shall be paid to the vendor under any circumstances. For any delay in completion of the work resulted from reasons not attributable to the vendor proportionate time extension for a particular component of the project shall only be allowed without entertaining any extra claim thereof. Therefore, Bidder are to quote their rates accordingly, keeping in mind the above factors.

Decision in case of dispute etc.

Provided always that in case any question, dispute or difference shall arise between the Engineer-in-charge and the vendor as to what addition, if any, or unfairness to be made to the amount of the contract by reason of the works being delayed through no fault of the vendor, or by reasons of on account of any directions or requisitions of the Engineer-in-charge involving increased cost to the vendor beyond the cost properly attending in carrying out of the contract according to the true intent and meaning of the signed drawings and specifications or as to the works having been duly completed, or as to the construction of these presents or as to the work or as to any other matter or thing arising under or out of his contract except as to matter left during the progress of the works to the sole decision or requisition of the Engineer-in-charge under relevant clauses in case the vendor shall be dissatisfied with any certificate of the Engineer-in-charge shall withheld or not give any certificate, to which the vendor may be entitled, then such question, dispute or difference or such certificate of the value or mater which should be certified as the case may be is to be from time to time referred to the General Manager (HR) whose decision shall be final, conclusive and binding on the vendor.

Injuries or damages caused by Fire or other causes

From the commencement of the work to the completion of the same they are to be under the vendor's charge. The vendor is to be hold responsible for injuries to persons or for and to make good all injuries, damages and repairs, occasioned or rendered necessary to the same by fire or other cause and he will be held responsible for injuries to persons or for structural damages to property happening from any neglect, default, want of proper care, or misconduct on the part of the vendor or of any one in employment of the vendor during the execution of the work.

Liability to complete specified portion of work by the appointed date

If any time during the execution of the work the Engineer-in-charge shall be of opinion that the vendor is not executing the work with reasonable diligence, it shall be lawful for him to give a notice in writing, to call upon the vendor to complete a specified portion or portions of the work by a date to be appointed in the notice, and in the case of default on the part of the vendor to complete such portion or portions by the appointed day to the satisfaction of the Engineer-in-charge, it shall apply in the same manner as if it were a default in respect of the work.

Force-de-Majeure Clause

The contract is subject to Force-de-Majeure clause as applicable under the Law.

Arbitration

Subject to the provisions of this Bid document, any dispute or difference between the parties hereto arising out of any notified claim of the vendor included in his final bill in accordance with the provisions of these document and/or arising out of any amount claimed by the owner (whether or not the amount claimed by the owner or any part thereof shall have been deducted from the final bill of the vendor or any amount paid by the owner to the vendor in respect of the work) shall be referred to arbitration by a sole arbitrator selected by the vendor from the a panel of 3 (three) persons nominated by the General Manager (HR) .

The provisions of the Indian Arbitration and Conciliation Act, 1996, and all statutory re-enactments and modifications thereof and the rules made there under shall apply to all such arbitration subject further to the following conditions:

- a) The arbitrator shall give his award separately in respect of his claim.
- b) In so far as any dispute or difference referred to the arbitration shall relate to or involves any matter or thing in respect of which the decision, opinion, or determination (howsoever expressed) of the owner or the Engineer-in-charge has been expressed to be final in terms of the contract, such decision, opinion, and/or determination as the case may be, shall be binding upon the arbitrator.

The vendor and the owner may by mutual agreement from time to time enlarge the time within which the arbitrator shall make and publish his award, and the time for making and publishing the award shall accordingly stand enlarged.

No award shall be challenged, nor shall the vendor refuse to make an appointment within the provisions of aforesaid clauses hereof on the ground that any person nominated by the General Manager (HR) or appointed by the vendor pursuant to the provisions of the said clause, is an employee of the owner or otherwise howsoever connected with the owner.

Notwithstanding the existence of any arbitration in terms hereof or otherwise the vendor shall continue and be bound to continue and perform the works to completion in all respects to the contract (unless the vendor works be determined by the owner), and the vendor shall remain liable and bound in all respects under the contract.

GENERAL SPECIFICATION FOR WORKS

All machineries/parts and works are to be in conformity with the specifications prescribed in the Indian Standard Codes (I.S. Code) published by the BIS (Bureau of Indian Standard) with current amendments and latest at the time of execution, and the norms & specifications prescribed in the Manual on Water Supply & Treatment published by the Central Public Health & Environmental Engineering Organisation, Govt. of India.

For all the above Codes and specifications the latest and current amendments and/or revisions are only to be followed. For interpretation of the BIS codes and specifications, decision of the General Manager (HR) and / or his authorised subordinate(s) shall be final and binding. If for any item of works that may require to be executed the IS code does not exist, then the particular item will have to be executed as per the available standard engineering practices and as directed by the Engineer-in-charge.

Relationship

Without the prior written permission of the General Manager (HR) no Bidder(s) shall be permitted to submit Bid for works if his/ her / their near relative is posted in the Office of the Mission Director "SWACHH JAL MISSION" as Accountant or as an Officer in any capacity. He shall intimate the names of persons who are working with him in any capacity or are subsequently employed by him / her / them and who are relatives of any Officer/ Accountant of the office of the Mission Director "SWACHH JAL MISSION".

Third Party Inspection

The Organizationally empanelled Third Party Inspection agencies will be engaged to check and verify the quality and quantity of the executed works and machineries/parts. The agency should be given access by the concerned vendor to conduct cube test, testing of tensile strength of the concrete and other construction machineries/parts. Also they should be given access to the measurement records of the works for payment recommendation to the vendor.

AGREEMENT

A standard format for signing of agreement between the awarded vendors and the Organisation will be circulated with all the respective offices of the Organisation. The awarded vendors are required to execute the contract agreements with the concerned Authority only.

Annexure-A

DECLARATION FORM

Ref : EOI No. 16 OF 2021-22

Description of the Works: ADDITIONAL EMPANELMENT OF LEFT OUT/NEWLY REGISTERED RURAL ORGANISATION FOR DEVELOPMENT VENDORS FOR EXECUTION OF SUPPLY & INSTALLATION OF 1000 LPH RO MACHINES WORKS AT DIFFERENT LOCATIONS OF BIHAR, JHARKHAND & ODHISA TO BE EXECUTED UNDER SWACHH JAL MISSION PROJECT

To,
The Mission Director
Swachh Jal Mission
Hatigaon, Guwahati-38

Sir,

Having examined all the terms and conditions of the EOI document including addendum thereof (if any), the Payment Schedule and the SOP towards allotment of works, we hereby offer our Expression of Interest against the works to be executed under SJM Project in accordance with the Conditions of Contract, Specifications, Drawings and Bill of Quantities (if any) accompanying this EOI. We understand that we will agree the rates approved by the Organisation as and when fixed against different items of works to be executed under SJMP Assam. We understand that you are not bound to accept the lowest or any Bid you receive and decision of the Organisation is final and binding.

We hereby confirm that our EOI complies with the prescribed eligibility criteria, Bid Validity and all the documents furnished by us are true to the best of my knowledge and self. We understand that any misleading fact or false representation of any document will invite disqualification.

Yours faithfully,

Bidders' Authorized Signature:

Name & Title of Signatory : _____

Name of Bidder : _____

Address : _____

Phone No.: _____

Email ID : _____

(Sample Format for certificate from registered C.A. regarding Annual Turn over of the Bidder)

This is to certify that Annual Turn Over of M/s.
....., (add) for

last 3 (three) financial years are as listed below:

Financial years	Turn Over (in Rs.)
2017 – 2018	
2018 – 2019	
2019 – 2020	

Seal and Signature of the Registered CA
(with Date)

UDIN No.

Membership No.

N. B : If any intending vendor submit the CA certified turnover details for the FY 2020-21, then the same will be considered and the last three financial years will be taken into account accordingly.

PART - B

SPECIFICATION OF MACHINERIES & PARTS TO BE PROVIDED

Item wise break up of parts (Nos):

S NO	Product Description	Quantity
1	Raw water Pump- 1 H.P	1
2	Raw water Pump- 1 H.P - For RO	1
3	FRP carbon vessel - 600 ID Carbon	1
4	FRP multimedia vessel Fine Sand, Treated Sand, Grit Sand, Pebbles, MnO2, Anthracite	1
5	Multiport valve	2
6	Micron Catridge filter 0.5M set	1
7	High Pressure Pump	1
8	Reverse Osmosis Housing	2
9	Reverse Osmosis 80:40 Membrane	1
10	UV set	1
11	Instrument Cluster	1
12	Dosing Pump	2
13	Rota Meter	2
14	Pressure Gauge	2
15	LP and Hp Switch	2
16	TDS Adjuster	2
17	Skid SS	1
18	Panel Board	1
19	UPVC pipes and Fittings set	1
20	Raw water Tank - 1000 lts	1
21	Treated water Tank – 2000 lts	1
22	Flouty	1

Mode of Payment : Payment will be made in five instalments at the rate of 20 %, 30 %, 20 %, 20 % and 10 % of the awarded value for the 1st, 2nd, 3rd, 4th, and 5th installment respectively. After completion of more than 20 % of the work order value , the 2nd payment instalment of atleast 20 % or as per bill value, whichever is higher, of the value of work executed may be released subject to satisfactory report of the Third Party Inspection agency (TPIA). After completion of more than 70 % of the work order value, the vendor will be entitled for the 4th instalment of payment of atleast 20 % or as per bill value, whichever is higher, of the work value. Finally after 100 % completion of the work in all respect, the vendor will be entitled for the 5th and final instalment of payment of the remaining percentage as per actual bill value after 45 days of submitting the accomplishment declaration of work. The payment milestones in the context of the above will be completion of 30% , 30% , 20% and 100% of the awarded value of the work.

PART - C

Standard Operating Procedure (SOP) for allotment of works under SWACHH JAL MISSION Project

1. Empanelment of Vendors:

- The registered vendors of Rural Organisation for Development shall be empanelled as follows:
 - (i) The 2nd class vendors registered under Rural Organisation for Development shall be entitled for empanelment for works of the SJMP under the jurisdiction of any 2 (Two) respective state's mentioned above. The minimum turnover of such vendors should be Rs.500 lacs in any one of the last three financial years.
 - (ii) The 3rd class vendors registered under Rural Organisation for Development shall be entitled for empanelment for works of SJMP under the jurisdiction of any 01 (One) respective state's mentioned above. However, such Class-III vendors shall have to submit proof of registration for last three years with the Organisation without any lapse. The minimum turnover of such vendors should be Rs.300 lacs in any one of the last three financial years.
 - (iii) The 1st class vendor with turnover not less than Rs.800.00 lacs and maximum turnover of Rs.10.00 crores. in any one of the last three years and registered under Rural Organisation for Development for atleast 2(Two) years shall be entitled for empanelment for works of the SJMP under the jurisdiction of all respective state's mentioned above.
- All the intending vendors who desire to empanel themselves for the works under SJMP must submit their Turn Over of the last three years duly certified by a Chartered Accountant (C.A.) with the UDIN Number and Membership Number mentioned therein. If any vendor fails to submit the Turn over certificate as prescribed, he/she shall not be considered for empanelment under SJMP.
- All the intending and eligible vendors must submit a Demand Draft of 100000/210000/500000 for class III/II/I payable to Mission Director "SWACHH JAL MISSION"
- The intending and eligible vendors must invariably participate in the EOI for empanelment under Swachh Jal Mission Project towards allotment of works.
- The empanelled vendors must participate in the Financial RFPs as and when floated by the Organisation for obtaining rates against different units of the RO machines under SJMP.

2. Fixation of Rates/costs of contracts.

- The rates of different units of the works under SJMP shall be fixed and approved by the Organisation and all the empanelled vendors willing to work shall have to invariably accept the Organisationally approved rates.
- The fixation of rates of the units shall be done by the Mission Directorate from time to time and the list of the approved rates shall be intimated to the concerned field offices of the Organisation for execution of the works.
- While placing the work orders to the empanelled vendors, the concerned rates of the items of works will be enclosed.

3. Allotment of work to the empanelled vendors:

- Empanelled vendors as per the process mentioned above can be allotted works up to 2(two) times of their maximum turnover in any one of the last three financial years as per the duly certified turn over by a C.A / or more depending upon the financial standings of the vendors or upon special consideration of the Mission Director,SJM.
- Before awarding work orders for subsequent works to any of the empaneled vendors, The Project Manager, SJM will take into account the ceiling vendor as well as his performance in the work already allotted to him if any..
- The Mission Director shall go ahead for placing work order if the value of the work to be ordered added with the incomplete works, under SJMP, in hand of the vendor does not exceeds 2(Two) times the maximum turnover of the vendor as recorded. If any issues of slow progress and under performance at the execution level is received or observed against any vendor, the allotment proposal may get rejected.
- After completion of any ongoing work, as intimated by the division, value of the work in hand against any respective vendor shall be proportionately reduced for consideration in allowing further work allotment to the vendor.
- The Mission Director shall issue preliminary offer for work / preliminary work order to the different empanelled vendors with intimation of the Organisationally approved rates for different items for obtaining acceptance from the respective vendors against the offer.
- After issue of the preliminary offer for work / preliminary work order, the vendor shall be invited to sign the formal agreement and after deposit of necessary financial instrument as performance Guarantee as specified and in the prescribed format, the final work order for execution can be placed.

- The works supposed to be allotted to the empanelled vendors who are eligible in all respect as per above defined criteria in a uniform and justified manner following the principle of equilibrium so that there should not be any reflection of any untoward favourism and biasness. Any such aberration will invite necessary interference and action from the Mission Directorate.
- Copies of all work orders issued must be invariably sent to the Mission Directorate without fail.

4. Machineries/parts management:

- All machineries/parts to be used by the vendors in the execution must be of ISI mark. Machineries/parts for which ISI marking does not exist quality as per BIS may be used with proper testing by govt. or any govt. approved laboratories.
- For the UPVC pipes & fittings and HDPE pipes & fittings to be used in the execution of work, only the machineries/parts which are subject to pre delivery inspection by a third party inspection agency as will be engaged and notified should be used. Any report of non compliance in this regard will be deemed a breach of contract.
- For other machineries/parts of pipes and pipe fittings, test reports from Govt. or Govt. approved laboratories is required.
- Necessary clauses regarding this test reports will be incorporated in the work orders to be placed with the vendors.
- The third party inspection agencies will also be in responsibility for checking the availability of such test reports for the pipes and fittings in addition to verifying the Quality of machineries/parts used in the execution of work under SJMP. In case the quality of machineries/parts and execution is found wanting the vendor will have to make good at his cost, risk and responsibility.

5. Contract Management:

The Contract management unit of Mission Directorate, the concerned General Manager (HR) and Project Director shall be empowered to monitor the contract management and allotment of works to the different empanelled vendors as per defined set of eligibility criteria and clauses of SOP defined above.
