



**OFFICE OF CHIEF ENGINEER (WATER),  
PUBLIC HEALTH ENGINEERING DEPARTMENT, GOVERNMENT OF  
ASSAM,  
HENGRABARI, GUWAHATI - 781036**

**EXPRESSION OF INTEREST (EOI)**

**Name of work** : ADDITIONAL EMPANELMENT OF CONTRACTORS FOR DIFFERENT CONSTRUCTION WORKS OF PIPED WATER SUPPLY SCHEMES IN VARIOUS DISTRICTS OF ASSAM UNDER JAL JEEVAN MISSION

**N.B. : CONTRACTORS WHO ARE ALREADY EMPANELLED UNDER JAL JEEVAN MISSION ASSAM NEED NOT TO APPLY.**

***EOI IS TO BE SUBMITTED ON OR BEFORE: 04:00 PM. ON 12.05.2021 IN THE E-PROCUREMENT PORTAL [www.jjmassam.in](http://www.jjmassam.in)***

**Contact details:**

<b>Particulars</b>	<b>Telephone</b>	<b>E-mail</b>
Chief Engineer (Water), Public Health Engineering Department, GoA	0361-----	<a href="mailto:asphe@rediffmail.com">asphe@rediffmail.com</a>
<b>Website</b>	<a href="http://www.jjmassam.in/">www.jjmassam.in/</a>	



**GOVERNMENT OF ASSAM  
OFFICE OF THE CHIEF ENGINEER (WATER)  
PUBLIC HEALTH ENGINEERING DEPARTMENT  
HENGRABARI: GUWAHATI-36**

No. PHE-41/JJM/PB/2020-21/T-2663-2727

Date- 04.05.2021

**Short Notice Inviting Expression Of Interest**

**E.O.I No. 01 of 2021-22**

On behalf of Governor of Assam, the Chief Engineer, PHE (Water) Assam, Public Health Engineering Department-cum-Addl. Mission Director, JJM Assam invites Expression of Interest (EOI) from registered Class –I contractors under PHE Department and other works department of Govt. of Assam & from registered contractors of various central works departments/PSUs of Govt. of India and Govt. of Assam for "ADDITIONAL EMPANELMENT OF CONTRACTORS FOR DIFFERENT CONSTRUCTION WORKS OF PIPED WATER SUPPLY SCHEMES IN VARIOUS DISTRICTS OF ASSAM UNDER JAL JEEVAN MISSION." **Those contractors who are already empanelled under Jal Jeevan Mission Assam need not to apply.**

The detailed EOI document is available in the website [www.jjmassam.in](http://www.jjmassam.in) from 05.05.2021 upto 16:00 hrs. of 12.05.2021. EOIs are to be submitted offline in sealed envelope to the office of the Chief Engineer (PHE) Water Assam, Hengrabari, Guwahati-36 on or before 16:00 hrs. of 12.05.2021. No bids shall be received after the last date of submission.

Sd/-

Chief Engineer (PHE), Water, Assam  
Hengrabari, Guwahati - 36

Date: 04.05.2021

Memo No. PHE-41/JJM/PB/2020-21/T-2663-2727

Copy for information to:

1. The Mission Director, JJM Assam, Hengrabari, Guwahati-36 for favour of kind information.
2. The Secretary to the Govt. of Assam, PHED, Assam Sachivalaya, Block– B Guwahati-6 for favour of kind information.
3. The Director, Directorate of Information & Public Relation, Last Gate, Dispur with request to publish the above Expression of interest (EOI) in atleast one (1) **National daily** and two (2) **local daily**.
4. The Addl. Chief Engineer (PHE), All Zones for information and necessary action. He is requested to display the Short Notice in their office notice board for wide publication.
5. The Superintending Engineer (PHE), All Circles for information and necessary action. He is requested to display the Short Notice in their office notice board for wide publication.
6. The Executive Engineer (PHE), All Divisions for information and necessary action. He is requested to display the Short Notice in their office notice board for wide publication.

Sd/-

Chief Engineer (PHE), Water, Assam  
Hengrabari, Guwahati - 36



**GOVERNMENT OF ASSAM  
OFFICE OF THE CHIEF ENGINEER (WATER)  
PUBLIC HEALTH ENGINEERING DEPARTMENT  
HENGRABARI: GUWAHATI-36**

**Detailed Notice Inviting Expression of Interest**

**E.O.I No. 01 of 2021-22**

On behalf of Governor of Assam, the Chief Engineer (PHE), Water, Assam invites Expression of Interest (EOI) from registered Class –I contractors under PHE Department and other works department of Govt. of Assam & from registered contractors of various central works departments/PSUs of Govt. of India for "ADDITIONAL EMPANELMENT OF CONTRACTORS FOR DIFFERENT CONSTRUCTION WORKS OF PIPED WATER SUPPLY SCHEMES IN VARIOUS DISTRICTS OF ASSAM UNDER JAL JEEVAN MISSION." **Those contractors who are already empanelled under Jal Jeevan Mission Assam need not to apply.**

The EOI is to be submitted offline from 05.05.2020 upto 16:00 hrs. of 12.05.2020 and the same will be opened at 15:00 hrs. of 13.05.2020.

EOI document comprising all details and terms & condition, can be viewed and downloaded from the web site [www.jjmassam.in](http://www.jjmassam.in) from 05.05.2020 onwards. A set of the hard copy of the self attested Technical documents in a sealed cover with distinct name and address of the bidder should reach the Office of the Chief Engineer (PHE) Water Assam on or before the closing date either by hand or by post.

All applicants are required to pay a security deposit of Rs. 1,00,000/- (Rupees One lakh only) in the form of FDR/Bank Guarantee/TDR from any nationalized/ Scheduled bank, in favour of Chief Engineer (PHE), Water, Assam payable at Guwahati on or before date and time of closing of bid submission by the bidder failing which the bids will be declared nonresponsive.

The Chief Engineer (PHE), Water, Assam reserves the right to revise or amend the notice and/ or the EOI Document, fully or partly. Right to reject any or all offers without assigning any reason thereof is reserved with the Chief Engineer (PHE), Water, Assam.

Sd/-  
**Chief Engineer (PHE), Water, Assam  
Hengrabari, Guwahati - 36**

## Schedule of Event

SI no	Event	Date	Time
1.	START DATE FOR DOWNLOADING EOI DOCUMENT	05.05.2020	10:00 hrs
2.	LAST DATE FOR SUBMISSION OF EXPRESSION OF INTEREST	12.05.2020	16:00 hrs
3.	OPENING OF EOI	13.05.2020	12:00 hrs

1) If any date specified falls on a holiday, then the next working day or any other day as fixed by the The Chief Engineer (PHE), Water, Assam will be considered for the submission and opening the E.O.I. and the time will remain the same.

2) The Schedule indicated above is tentative and the The Chief Engineer (PHE), Water, Assam, Assam may change any or the entire schedule under intimation to the interested parties.

## **INSTRUCTION TO INTENDING PARTICIPANTS**

### **1. BACKGROUND**

The Central Government assistance to States for rural water supply began in 1972 with the launch of Accelerated Rural Water Supply Programme. It was renamed as National Rural Drinking Water Programme (NRDWP) in 2009, which is a centrally sponsored scheme with fund sharing between the Centre and the States. Under NRDWP, one of the objectives was to “enable all households to have access to and use safe & adequate drinking water within premises to the extent possible”. It was proposed to achieve the goal by 2030, coinciding with the United Nation’s Sustainable Development Goals. But now, it is has been planned to achieve the goal by 2024 through Jal Jeevan Mission (JJM). At present, only 18.33% of rural households i.e., 3.27 Crore out of the total 17.87 Crore rural households in the country, have piped water connection.

Government of India has restructured and subsumed the ongoing National Rural Drinking Water Programme(NRDWP) into Jal Jeevan Mission (JJM) to provide Functional Household Tap Connection (FHTC) to every rural household i.e., Har Ghar Jal by 2024.

### **2. RURAL WATER SUPPLY SCENARIO IN ASSAM**

The PHED in Assam has been implementing National Rural Drinking Water Programme since 2009 with major emphasis on ensuring sustainability of water availability in terms of potability, adequacy, convenience, affordability and equity, on a sustainable basis, while also adopting decentralized approach involving PRIs and community organizations. Assam PHED has also been implementing World Bank funded Rural Water Supply & Sanitation Project (RWSSP) which is planned to cover around 123000 rural household in the state through metered household connection and water will be supplied 24X7 @70 LPCD.

No. of Dist.	No. of Blocks	No. of GP/ MAC/VCDC	No. of Villages	No. of Habs	No. of rural Pop.	No. of rural Household
33	244	2693	25503	88076	296.25	57.92 Lac

Out of 88,076 no of habitations in the state 63% of the habitations are fully covered with water supply service with minimum 40 LPCD and above. 19% habitations are Fully Covered by 55 LPCD and above. 53% of the rural population are covered by spot sources followed by 32% of the population are fully covered by piped water schemes and around 14% partially covered by piped water supply scheme. At present there are 5951 no of functional piped water schemes in the state followed by around 1, 99,000 number of spot sources. In Assam only 2% of the rural households are connected with taped water connection which is one of the lowest compared to all India scenarios.

### **3. ABOUT JAL JEEVAN MISSION**

Jal Jeevan Mission aims to provide Functional House Connection to every rural household with a minimum water supply service standard of 55 LPCD. The broad objectives of the Mission are

- i. to provide FHTC to every rural household;
- ii. to prioritize provision of FHTCs in quality affected areas, villages in drought prone and desert areas, Sansad Adarsh Gram Yojana (SAGY) villages, etc.;

- iii. to provide functional tap connection to Schools, Anganwadi centres, GP buildings, Health centres, wellness centres and community buildings;
- iv. to monitor functionality of tap connections;
- v. to promote and ensure voluntary ownership among local community by way of contribution in cash, kind and/ or labour and voluntary labour (shramdaan);
- vi. to assist in ensuring sustainability of water supply system, i.e. water source, water supply infrastructure, and funds for regular O&M;
- vii. to empower and develop human resource in the sector such that the demands of construction, plumbing, electrical, water quality management, water treatment, catchment protection, O&M, etc. are taken care of in short and long term; and
- viii. to bring awareness on various aspects and significance of safe drinking water and involvement of stakeholders in manner that make water everyone's business.

**The following categories of schemes can be taken up under Jal Jeevan Mission**

- i. Retrofitting of ongoing schemes taken up under erstwhile NRDWP for the last mile connectivity;
- ii. Retrofitting of completed rural water supply schemes to make it JJM compliant;
- iii. Single Village Scheme (SVS) in villages having adequate groundwater/ spring water/ local or surface water source of prescribed quality;
- iv. Single Village Scheme (SVS) in villages having adequate groundwater that needs treatment;
- v. Multi Village Scheme (MVS) with water grids/ regional water supply scheme; and
- vi. Mini solar power-based piped water supply in isolated/ tribal hamlets.

#### **4. PURPOSE OF THE EOI**

The objective of this assignment is to carry various construction works of Piped Water Supply Schemes in various districts of Assam under Jal Jeevan Mission to provide drinking water to the inhabitants through functional household tap connections. After the empanelment process is completed, the contractors will be empanelled for carrying out different construction works of Piped Water Supply Schemes on the basis of their offered rates through bidding process and their contract agreements signed against their respective District offices.

#### **5. PERIOD OF EMPANELMENT**

Eligible contractors will be empanelled for period of 1 year initially which may be extended further depending on the requirement under the Jal Jeevan Mission.

#### **6. SECURITY DEPOSIT**

6.1 A Security Deposit of Rs. 1,00,000.00 (Rupees One lakh Only), in the form of FDR/Bank Guarantee/TDR in favor of The Chief Engineer (PHE) Water Assam and payable at Guwahati which is valid for a period of one year to be renewed for the entire period of empanelment/engagement period, must be submitted along with the Technical Proposal.

- (i) Proposals not accompanied by the Security Deposit shall be rejected as non-responsive.
- (ii) No interest shall be payable by the Employer for the sum deposited as earnest money deposit.

6.2 The Security Deposit shall be forfeited by the Employer in the following events:

- (i) If Proposal is withdrawn during the validity period or during any extension agreed by the consultant thereof.
- (ii) If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- (iii) If the Bidder tries to influence the evaluation process.

## **7. PERFORMANCE BANK GUARANTEE**

The Successful Bidders after signing the contract agreement shall be required to furnish Performance Security by way of an irrevocable Bank Guarantee, issued by a nationalized bank or a scheduled bank located in India in favour of respective Issuing Authority for an amount equal to 5 % of the work order on signing of the contract, if and when awarded.

## **8. ELIGIBILITY CRITERIA FOR EMPANELMENT**

8.1. The participants can either be a company, a partnership firm or a proprietorship firm. No Joint Venture or association is allowed. The following are the Minimum eligibility criteria -

- The contractors who are already empanelled under Jal Jeevan Mission Assam need not to apply.
- The bidder must have at least 5 years of experience in executing various construction/real estate/water supply works related to public utility.
- The bidder must be a Class-I or equivalent registered contractor under PHE Department or other Works Department of Govt. of Assam or PSU under Govt. of Assam / Works Department or PSUs under Govt. of India.
- The bidder should have executed a total work of minimum Rs. 100.00 crores or above in the last five years. The works should be related to execution of civil works/ water supply works. In this regard work order or completion certificate is to be submitted.
- The intending bidder must submit CA certified turnover certificate for last three financial years i.e. 2017-18, 2018-19 & 2019-20. The applicant must have maximum annual turnover of Rs. 75.00 Crore or above in any one of the last three financial years i.e. 2017-18, 2018-19 & 2019-20. Copy of CA certificate with UDIN Number and Membership Number to be attached.

8.2. The participants must not have, during the last three years, failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or an arbitration award against the applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such Applicant. **(A Notary attested declaration in this regard is required to be submitted)**

8.3. Even if a participant satisfies the above noted requirements, it is liable to be disqualified if it is found to have:

- a) Made a false representation in the form, statement and attachments required in the documents for this empanelment;
- b) A record of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion;

- c) Been convicted by any court of law.
- d) Must not have been blacklisted by any government/ semi government department in the last three years.

#### **8.4 The Bidder should submit the following documents:**

- Company/Firm Registration certificate in case of Registered Company/Firm, partnership deed with power of attorney in case of a partnership firm or proof of proprietorship firm.
- Security Deposit of Rs. 1,00,000.00 as defined above.
- PAN Card of the Bidder.
- Copy of the GST registration Certificate
- CA certificate for Last three years turnover (i.e. 2017-18, 2018-19 & 2019-20).
- List of clients served (Govt./ public sector/PSU/Autonomous institutions separately in the last Five years) with Contact name, address and mobile no., accompanied by relevant work orders/ pay orders/ client certificates and completion certificate.
- A declaration as mentioned in para 8.2
- Declaration as per Annexure-B towards the acceptance of the departmentally fixed rates.
- All Documents as listed in Clause No. 11.2.

#### **9. CLARIFICATION OF EOI DOCUMENTS**

A prospective Bidder requiring any clarification of the EOI documents may submit their queries to the Chief Engineer (PHE), Water Assam through hard copy or by email to [etenderphe@gmail.com](mailto:etenderphe@gmail.com). Chief Engineer (PHE), Water Assam will respond to any request for clarification as per the calendar of the event prior to the deadline for submission of EOIs.

#### **10. AMENDMENT OF EOI DOCUMENTS**

10.1 Before the deadline for submission of Bids the Chief Engineer (PHE), Water may modify the EOI documents by issuing addendum.

10.2 Any addendum thus issued shall be part of the EOI documents and shall be communicated through the e procurement portal.

10.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Chief Engineer (PHE), Water shall extend as necessary the deadline for submission of Bids.

#### **11. PREPARATION OF EOI DOCUMENTS:**

11.1 Documents comprising the Bid:

11.1.1 The Bids comprises of two parts viz Pre qualification Document and Key Technical Submissions and shall contain the documents as follows

- a. Pre Qualification and Technical Document: The Bidder would provide all the information as per Clause 11.2 below. Chief Engineer (PHE), Water would evaluate only those Proposals who fulfills the pre qualification criteria



## 11.2 Pre Qualification & Technical Document:

- a) Registration certificate of the Bidder under Companies act/ Partnership Act/ Proprietorship etc
- b) Govt registration certificate under respective departments of Assam Govt./Central Govt.
- c) PAN Card of the Bidder.
- d) Copy of the GST registration Certificate
- e) The bidder must have 5 years of experience of Civil engineering construction works related to public utility preferably water supply works. Documentary evidence to be submitted
- f) The bidder must have completed a total work of minimum value of Rs. 100.00 Lakh during the last five years. Documentary evidence of such completion to be submitted.
- g) The applicant must have annual turnover of Rs. 75.00 Crore or above in any one of the last three financial years i.e. 2017-18, 2018-19 & 2019-20. Copy of CA certificate to be attached.
- h) Notary attested No Litigation affidavit.
- i) Notary attested list of tools and machineries.
- j) Details of Technical Personnel with minimum 1 Graduate Civil Engineer.

11.2.1 And any other materials required to be completed and submitted by the Bidders is in accordance with these instructions.

**All the documents as mentioned in Clause No. 11 must be properly filled up and self attested and the same should be submitted in the Technical Bid. A set of the required documents alongwith the Original hard copy of the Bid Security should be submitted in hard form to the Office of the Chief Engineer (PHE) Water Assam on or before the closing date of bid submission.**

## 12. PROPOSAL VALIDITY

12.1 The Proposal shall remain valid for a period not less than 60 days from the EOI Due Date (Proposal Validity Period). Chief Engineer (PHE), Water, Assam reserves the right to reject any Bid, which does not meet this requirement.

12.2 In exceptional circumstances, prior to expiry of the original time limit, Chief Engineer (PHE), Water, Assam may request that the Bidder may extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made in writing. A Bidder may refuse the request without forfeiting his earnest money deposit. A Bidder agreeing to the request will not be required or permitted to modify his Bids, but will be required to extend the validity of his earnest money deposit for a period of the extension.

## 13. SUBMISSION OF EOIs

13.1 The original proposal, both pre qualification and Technical Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder themselves. The person who signed the proposal must initial such corrections.

13.2 An authorized representative of the Bidder shall initial all pages of the Pre Qualification and Technical Proposals.

13.3 The Pre Qualification Documents, Technical Proposals, Security deposit shall be placed into the envelope marked "PRE QUALIFICATION DOCUMENTS" followed by the name of the Title of the EOI and sealed. This envelope shall bear the submission address, reference number and should be clearly marked "DO NOT OPEN, BEFORE (date).....". The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection.

13.4 The Proposals must be sent to the address/addresses indicated in the EOI and received by the Employer no later than the time and the date indicated in the EOI, or any extension to this date as per clause 10.2. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

#### **14. MODIFICATION OF EOI**

14.1 Once the Bid is submitted the bidders shall not be allowed to modify any parts of the EOI.

#### **15. EOI OPENING AND EVALUATION**

15.1 Chief Engineer (PHE), Water, Assam shall open the of EOI document those Bids that are found to be responsive as provided in Clause 8 and undertake evaluation of the EOI document to determine the qualified Bidders.

#### **16. PROCESS TO BE CONFIDENTIAL**

16.1 Information relating to the examination, clarification, evaluation, and comparison of EOIs and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Chief Engineer (PHE), Water, Assam's processing of EOIs or award decisions may result in the rejection of his/her Bid.

#### **17. CLARIFICATIONS**

17.1 Chief Engineer (PHE), Water, Assam would open the EOI document on 13.05.2021 at 15:00 hrs. Chief Engineer (PHE), Water, Assam will open the EOI document of all the Bidders received in the presence of the Bidders or their representatives who choose to attend on the date and place specified in the Schedule of Bidding process.

17.2 Chief Engineer (PHE), Water, Assam reserves the right to reject any Bid which does not contain the information/documents as set out in this EOI document.

17.3 To facilitate evaluation of Bids, Chief Engineer (PHE), Water, Assam may, at its sole discretion, seek clarifications in writing from any Bidder.

#### **18. EVALUATION OF PROPOSAL AND EMPANELMENT PROCESS**

18.1 The criteria for eligibility & qualification of Bidders are set out in Clause 8.

18.2 As part of the evaluation, the Bids shall be checked for responsiveness with the requirements of the EOI document and only those Bids which are found to be responsive would be further evaluated in accordance with the criteria set out in this EOI document.

18.3 The Bid would be considered to be responsive if it meets the following conditions:

- a. It contains all the information and documents as requested in the EOI document.
- b. It contains information in formats specified in this EOI document.
- c. It mentions the validity period as set out in Clause 12
- d. It provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by Chief Engineer (PHE), Water, Assam without communication with the Bidder). Chief Engineer (PHE), Water, Assam reserves the right to determine whether the information has been provided in reasonable detail.
- e. There are no inconsistencies between the Bid and the supporting documents
- f. A Bid that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one
  - i) which affects in any substantial way, the scope, quality, or performance of the Service contract, or
  - ii) which limits in any substantial way, inconsistent with the EOI Document, Chief Engineer (PHE), Water, Assam 's rights or the Bidder's obligations under the Agreement, or
  - iii) Which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals

18.4 The Technical Bids will be evaluated on the basis of the documents submitted as stated above. However in this case the decision of the Bid Evaluation Committee will be binding and final.

#### **18.5 Correction of errors**

18.5.1 Chief Engineer (Water), PHE will notify the Successful Bidder/Bidders through a Letter of Empanelment (LoE) that its Bid has been accepted.

18.5.2 The Successful empanelled Bidder if allotted with work/works through work order shall be required to furnish Performance Security by way of an irrevocable Bank Guarantee, issued by a nationalized bank or a scheduled bank located in India in favour of the Executive Engineer (PHE) of respective division for an amount equal to 10% of the work order. The Bank guarantee is required to be submitted by the empanelled bidder only before issue of Work Order by Executive Engineer (PHE) of concerned division.

18.5.3 Notwithstanding anything contained in this EOI document, Chief Engineer (Water), PHE reserves the right to accept or reject any Bid, or to annul the bidding process or reject all Bids, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.

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**Annexure-A**

**(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.

## **Annexure-B**

### **DECLARATION FORM**

**Ref :** EOI No. 01 OF 2021-22

**Description of the Works :** ADDITIONAL EMPANELMENT OF CONTRACTORS FOR DIFFERENT CONSTRUCTION WORKS OF PIPED WATER SUPPLY SCHEMES IN VARIOUS DISTRICTS OF ASSAM UNDER JAL JEEVAN MISSION

To,

Chief Engineer (PHE) Water Assam –cum- Addl. Mission Director, JJM Assam  
Hengrabari, Guwahati-36

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 JJM Assam in accordance with the Conditions of Contract, Specifications, Drawings and Bill of Quantities (if any) accompanying this EOI.

We understood that we will agree the rates approved by the Department as and when fixed against different items of works to be executed under JJM Assam.

We understand that you are not bound to accept the lowest or any Bid you receive and decision of the Department 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 : \_\_\_\_\_

# **TERMS OF REFERENCE**

## **1. SCOPE OF WORK**

- The empanelled contractor shall have to carry out various construction works of Piped Water Supply Schemes to provide drinking water to the users through Functional Household Tap connections as per work allotted from time to time either from the respective District offices or SWSM.
- The empanelled contractors shall have to execute contract agreements in their respective District offices of the Department, however, such empanelment does not guarantee any minimum quantity of work allotment.
- The empanelled contractors shall have to carry out their works strictly in compliance to the approved DPRs in consultation with the Divisional authority only.
- The empanelled contractors must have to complete the assignment within the stipulated time period as fixed by the Department.
- The contractors should maintain proper coordination with the Implementation Support Agencies of the respective Districts.
- All such construction works will be thoroughly verified/ investigated by the Third Party Investigation Agencies so as to maintain the quality of works in all respect.
- The decision of the Divisional authority/ SWSM shall be binding for works executed by the contractors. Any abberation will result in forfeiture of Performance Gaurantee.

## **2. Labour laws and Regulations**

The contractor 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 contractor and their respective employees.

The contractor 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 contractor 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 Chief Engineer (PHE), Water, Assam / Addl. Chief Engineer (PHE) of the concerned Zone / Superintending Engineer (PHE) of the concerned Circle / Engineer – in – Charge and / or his / their authorized representative shall be at any time be entitled to carry out any check(s) or inspection(s) of the contractor's facilities, records and accounts to ensure that the provisions of the labour laws and regulations are being observed by the contractor 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 contractor 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 contractor, 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 contractor 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 contractor as debt recoverable.

### **3. Indemnity and Insurance**

The contractor shall at all times 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 contractor and/or the owner) and the contractor 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 hereunder 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 contractor's liability in terms of this clause to the limit(s) specified.

### **4. Safety Regulations, Accident and damage**

The contractor 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, materials,

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 contractors, 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, materials, 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 contractor shall be responsible for any loss, damage, alterations, displacement, disturbance or destruction as aforesaid resultant directly or indirectly from any breach by the contractor of his obligations aforesaid or upon any operation, act or omission of the contractor or his servants/agents.

The contractor'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 contractor is liable to the owner in terms of the foregoing or in respect of which the contractor has indemnified the owner, with the intent that notwithstanding the existence of such insurance, the contractor 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 contractor or otherwise to exhaust any other remedy in preference to the remedies available to it under the contracts.

#### **5. Water and Electricity**

The contractor shall arrange adequate supply of water and electrical power that may require for or in connection with execution of the work. However, if the Bid Inviting Authority is in position to give such facilities to the contractor, the contractor may ask for the same in usual terms and conditions of the Department.

#### **6. 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 submitting his Bid, so to the form and nature thereof, including the sub-surface conditions, the extent and nature of works and materials 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 Bid.

#### **7. Contractor'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 contractor 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 contractor fails to employ the technical staff as aforesaid, the Chief Engineer (PHE), Water, Assam and/or his authorised subordinates will have the right to take suitable remedial measures.
- (c) The contractor 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 contractor is to furnish a certificate to the effect that the technical staff (as aforesaid) is exclusively in his employment.

### **8. Report of accidents**

The contractor 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 contractor 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.

### **9. Issue of material**

The Chief Engineer (PHE), Water, Assam will not issue any materials required directly or indirectly for execution of the work and the contractor is to arrange all such materials at his own cost and risks. However, the Chief Engineer (PHE), Water, Assam may assist the contractor for procurement of the aforesaid construction materials by authorizing the contractor to that extent, but no any claim on account of delay or other difficulties on procuring such materials by the contractor shall be entertained.

The contractor is to provide everything of every short 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 contractor is to set out the whole of the works in conjunction with the Chief Engineer (PHE), Water, Assam or an officer to be deputed by the Chief Engineer (PHE), Water, Assam and during the progress of the work to amend on requisition of the Chief Engineer (PHE), Water, Assam, any error which may arise therein and provide all the necessary and requisites for the work, and all materials & workmanship are to be the best of their respective kinds. The contractor is to provide all plants, labours, and materials, which may be necessary and requisite for the works. The contractor is to leave the work in all respect clean and perfect at the completion thereof.

### **10. Recovery of sums**

All compensation or other sums payable by the contractor to the Chief Engineer (PHE), Water, Assam 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 contractor.

### **11. Loss or damage of works or materials**

All work and materials brought and left upon the work site by the contractor for the purpose of forming part of the works are to be considered to be the property of the Chief Engineer (PHE), Water, Assam and the same are not to be removed or taken away by the contractor or any other person without the special license and consent in writing of the Chief Engineer (PHE), Water, Assam or of the Engineer-in-charge. But the Chief Engineer (PHE), Water, Assam or the Addl. Chief Engineer (PHE) of the concerned Zone and / or the Superintending Engineer (PHE) of the concerned Circle and / or the Engineer – in – Charge 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 materials either by the same being lost or stolen or injured by weather or otherwise.

### **12. Rejection of unspecified materials**

The Engineer-in-charge shall have full power to reject unspecified materials 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 materials 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 materials. Engineer-in-charge is also have full power to require other proper materials 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 contractor

### **13. Liability for replacing bad works**

If in the opinion of the Engineer-in-charge, any of the work have been executed with improper materials or defective workmanship the contractor is when required by the Engineer-in-charge forthwith to be executed the same and to substitute proper materials and workmanship and in case of default of the contractor 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 contractor.

### **14. 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 contractor under any circumstances. For any delay in completion of the work resulted from reasons not attributable to the contractor 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.

## 15. RETENTION MONEY

Retention money will be deducted @ 5 % from every payment made to the contractor. The retention money will be released after the lapse of the defect liability period which will be effective from the date of completion. The awarded contractors will have to deposit an additional amount of 5 % of the awarded value, apart from the Performance Guarantee, in the form of TDR /FDR /Bank Guarantee or NSC/KVP pledged in favour of the respective Executive Engineer (PHE) or Chief Engineer (PHE) Water Assam, whichever may be the case, as security for defect liability for the works to be executed. Any defect or other faults which may appear within the specified defect liability period of 12 months from the completion of works shall be rectified by the contractor at his own cost.

## 16. 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 contractor.
- 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 contractor.
- 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 casues, 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 contractor may be de-recognised /debarred from any future works of the Department as deemed fit.

The decision to impose penalties and finally to **de-recognition/debarment** the defaulting contractor will be final and shall be binding on all bidders participating in the bid.

## 17. 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 contractor 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 contractor, or by reasons of on account of any directions or requisitions of the

Engineer-in-charge involving increased cost to the contractor 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 contractor shall be dissatisfied with any certificate of the Engineer-in-charge shall withheld or not give any certificate, to which the contractor 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 Superintending Engineer whose decision shall be final, conclusive and binding on the contractor.

#### **18. 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 contractor's charge. The contractor 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 contractor or of any one in employment of the contractor during the execution of the work.

#### **19. Fire fighting arrangement**

The contractor shall provide suitable arrangement for fire fighting. For this purpose he shall provide requisite number of fire extinguishers of appropriate type for the work as may be decided by the Engineer-in-charge, an adequate number of buckets, some of which are to be always filled with sand and others with water, these equipment shall be provided at suitable prominent and easily accessible places within the work site and shall be properly maintained.

#### **20. Non provision of lights, fencing and other safeguards**

The contractor shall provide at his own cost all necessary barriers, fencing, lights, or other safeguards required to protect the public from accident and shall be bound to bear the expenses of every suit, action, or other proceedings at law which may be brought by any person for injury sustained owing to negligence of the above prosecutions and to pay any damage and cost which may be awarded in any such suit, action or proceedings to any such person which may with the consent of the contractor be paid to compromise any such claim.

#### **21. Liability to complete specified portion of work by the appointed date**

If any time during the progresses of the work the Engineer-in-charge shall be of opinion that the contractor is not prosecuting the work with reasonable diligence, it shall be lawful for him to notice in writing, to call upon the contractor 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 contractor to complete such portion or portions by the appointed day to the satisfaction of the Engineer-in-charge, the provision of exclusion, it shall apply in the same manner as if it were a default in respect of the work.

## **22. Force-de-Majeure Clause**

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

## **23. 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 contractor 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 contractor or any amount paid by the owner to the contractor in respect of the work) shall be referred to arbitration by a sole arbitrator selected by the contractor from the a panel of 3 (three) persons nominated by the Chief Engineer (PHE), Water, Assam.

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 Chief Engineer (PHE), Water, Assam or the Additional Chief Engineer or the Superintending Engineer 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 contractor 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 contractor refuse to make an appointment within the provisions of aforesaid clauses hereof on the ground that any person nominated by the Chief Engineer (PHE), Water, Assam or appointed by the contractor 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 contractor shall continue and be bound to continue and perform the works to completion in all respects to the contract (unless the contractor works be determined by the owner), and the contractor shall remain liable and bound in all respects under the contract.

## **24. GENERAL SPECIFICATION FOR WORKS**

All materials and works are to be in conformity with the specification of the Assam P.W.D., specification of the Assam P.H.E.D. and 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 Chief Engineer (PHE), Water, Assam 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.

## **25. Relationship**

Without the prior written permission of the Chief Engineer (PHE), Water, Assam no Bidder(s) shall be permitted to submit Bid for works if his/ her / their near relative is posted in the Office of the Chief Engineer (PHE), Water, Assam 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 Chief Engineer (PHE), Water, Assam.

## **26. Detailed scrutiny of Bids and evaluation criteria**

Bids which have been considered valid on the result of general examination at the time of opening shall be subject to subsequent detailed scrutiny. Notwithstanding the general examination carried out earlier, the Bid receiving authority reserves the right of rejection of any Bid which may be found to be defective during this detailed scrutiny. The Chief Engineer (PHE), Water, Assam reserves the right to waive any informality in any Bid and to reject one or all Bids without assigning any reasons for such rejection.

For the purpose of comparative evaluation of Bid the Department shall consider such factors as the Documents, Forms and necessary testimonials to be submitted by the bidders along with the Technical Bid.

## **27. Award of Contract**

The contract will be awarded to the different empanelled contractors as per approved SOP towards work allotment.

## **28. DURATION OF THE CONTRACT**

The consultant will be initially empanelled for 1 year subject to extension based on satisfactory performance and requirement of the Mission.

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## **Standard Operating Procedure (SOP) for allotment of works under Jal Jeevan Mission Assam**

### **1. Empanelment of Contractors:**

There will be two categories of empanelment for contractors i.e. for Departmental registered contractors(PHED) and another for the registered contractors of other major works departments (other than PHED) of Assam and of works departments of Govt. of India.

- The registered contractors of PHE department shall be empanelled as follows:
  - (i) The 2<sup>nd</sup> class contractors registered under respective circle of PHED shall be entitled for empanelment for works of the divisions under the jurisdiction of that circle only. The minimum turnover of such contractors should be Rs.20 lacs in any one of the last three financial years.
  - (ii) The 3<sup>rd</sup> class contractors registered under respective Division of PHED shall be entitled for empanelment for works under the jurisdiction of that Division only. However, such Class-III contractors shall have to submit proof of registration for last three years with the Department without any lapse. The minimum turnover of such contractors should be Rs.20 lacs in any one of the last three financial years.
  - (iii) The 1<sup>st</sup> class contractor with turnover not less than Rs.30.00 lacs and maximum turnover of Rs.2.00 Cr. in any one of the last three years and registered under respective Zone of PHED shall be entitled for empanelment for works of the divisions under the jurisdiction of that Zone only.
  - (iv) The 1<sup>st</sup> class contractors with turnover in excess of Rs.2.00 cr. in any one of the last three years and registered under any Zone of PHED shall be entitled for empanelment for works of the divisions under the jurisdiction of all Zone under the Department i.e any Divisions of the Public Health Engineering Department as desired by them.
- The registered contractors of other major works departments of Assam (other than PHED) and of works departments of Govt. of India shall be empanelled as follows:
  - (i) The 2<sup>nd</sup> class contractors who are enlisted as per EOI invited by PHED from time to time shall be entitled for empanelment for works of the divisions under the jurisdiction of any one circle of the departmental organizational set up as they desire and that should be intimated by them with their EOI. The minimum

turnover of such contractor should be Rs.20 lacs in any one of the last three years to be considered for empanelment.

- (ii) The 1<sup>st</sup> class contractors who are enlisted as per EOI invited by PHED from time to time and with turnover not less than Rs.30.00 lacs and maximum turnover of Rs.2.00 Cr. in any one of the last three years shall be entitled for empanelment for works of the divisions under any one of the Zone of PHED organizational set up as they desire and that should be intimated by them in the EOI.
- (iii) The 1<sup>st</sup> class contractors with turnover in excess of Rs.2.00 cr. in any one of the last three years shall be entitled for empanelment for works in all the divisions of the Public Health Engineering Department as desired by them.
- All the intending contractors who desire to empanel themselves for the works under JJM 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 contractor fails to submit the Turn over certificate as prescribed, he/she shall not be considered for empanelment under JJM.
- The intending and eligible contractors must invariably participate in the EOI for empanelment under JJM Assam towards allotment of works.
- The empanelled contractors must participate in the Financial RFPs as and when floated by the Department for obtaining rates against different units of the PWSS under JJM Assam.

## **2. Preparation, maintenance and monitoring of empanelled lists of contractors:**

- The list of empanelled contractors shall be finalized by the Mission Directorate, JJM Assam and will be uploaded in the SMT portal of the JJM Assam website with the following data:
  - (i) Name of the Contractor
  - (ii) Contact information like, Address for communication, valid phone no & e-mail ID of the contractor.
  - (iii) Maximum turnover of the contractor in any one of the last three financial years alongwith Ceiling Value.
  - (iv) Total Current value of work(s) allotted to the contractor under JJM.
  - (v) Value of works already completed by the contractor under JJM.



(vi) Schematic Physical and financial progress attained

(vii) Any other data required for monitoring the work allotment to the contractor.

- The above portal will be maintained with access by Departmental Officers under the supervision of the Contract Management Unit (CMU) of the Mission Directorate, JJM Assam as and when required.
- The CMU of the Directorate and will be in charge of adding new empanelled contractors in the portal and the respective Divisions/Circles/Zones will be responsible for entering the total value of works allotted to the contractor and the total value of work already completed by the contractors in the portal, where the data of all empanelled contractors of the state Division wise are maintained as per the SOP mentioned.
- The concerned Additional Chief Engineers of Zones, Superintending Engineers of Circles, Executive Engineers of Divisions or the Mission Directorate shall be entitled to allot works to the different empanelled contractors under JJM on the basis of the data entered in the SMT portal in accordance with the DFP rules prescribed in the implementation framework of JJM Assam.

### **3. Fixation of Rates/costs. Of contracts.**

- The rates of different units of the works under JJM shall be fixed and approved by the Department and all the empanelled contractors willing to work shall have to invariably accept the Departmentally 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 Department for execution of the works.
- While placing the work orders to the empanelled contractors, the concerned rates of the items of works will be enclosed.

### **4. Allotment of work to the empanelled contractors:**

- Empanelled contractors 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.

- The works shall be allotted either from the Division/Circle/Zone level or from Mission Directorate level to the different empanelled contractors entered in the SMT portal as per Delegation of Financial Powers prescribed in the implementation framework of JJM Assam alongwith intimation of the Departmentally approved item wise rates.
- All works shall be executed in E.P.C. mode.
- The work orders to any contractor, as per eligibility norms may be awarded as a single scheme but may also be in bundles of 2(two) or more schemes .
- The Mission Directorate reserves the complete right to bundle some schemes under any Division into packages and allot the work accordingly from the State level in the interest of faster and parallel allotment of works.
- Before placing Work order for subsequent works to any empanelled contractor, the concerned offices should take into account the ceiling of the contractor as well as his performance in the work already allotted to him.
- The concerned Division, Circle, Zone or Directorate shall go ahead for placing work order if the value of the work to be ordered added with the incomplete works, under JJM, in hand of the contractor does not exceeds 2(Two) times the maximum turnover of the contractor as recorded in the SMT portal. If any issues of slow progress and under performance at the execution level is received or observed against any contractor, 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 contractor shall be proportionately reduced for consideration in allowing further work allotment to the contractor.
- The concerned Division/Circle/Zone or the Mission Directorate shall issue preliminary offer for work / preliminary work order to the different empanelled contractors with intimation of the Departmentally approved rates for different items for obtaining acceptance from the respective contractors against the offer.
- After issue of the preliminary offer for work / preliminary work order, the contractor 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 contractors 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.

## **5. Materials management:**

- All materials to be used by the contractors in the execution must be of ISI mark. Materials 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 materials 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 materials 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 contractors.
- 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 materials used in the execution of work under JJM. In case the quality of materials and execution is found wanting the contractor will have to make good at his cost, risk and responsibility.

## **6. Contract Management:**

The Contract management unit of Mission Directorate, the concerned Superintending Engineer (PHE) and Additional Chief Engineer (PHE) shall be empowered to monitor the contract management and allotment of works to the different empanelled contractors as per defined set of eligibility criteria and clauses of SOP defined above.

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