



**OFFICE OF CHIEF ENGINEER PHE (WATER), ASSAM  
CUM  
ADDL. MISSION DIRECTOR, JAL JEEVAN MISSION ASSAM  
PUBLIC HEALTH ENGINEERING DEPARTMENT, GOVERNMENT OF  
ASSAM,  
HENGRABARI, GUWAHATI – 781036**

**EXPRESSION OF INTEREST (EOI) No. 28 of 2020-21**

**FOR**

**ADDITIONAL EMPANELMENT OF LEFT OUT/NEWLY REGISTERED  
CONTRACTORS FOR EXECUTION OF WATER SUPPLY WORKS AT  
DIFFERENT LOCATIONS OF ASSAM TO BE EXECUTED UNDER JAL  
JEEVAN MISSION ASSAM**

***N. B: CONTRACTORS WHO HAVE BEEN ALREADY EMPANELLED  
EARLIER AGAINST THIS OFFICE RFP NO. 11 OF 2020-21 NEED  
NOT APPLY.***

**SHORT NOTICE:**

**GOVERNMENT OF ASSAM  
OFFICE OF THE CHIEF ENGINEER (PHE), WATER ASSAM  
HENGRABARI, GUWAHATI - 781036.**

**SHORT EOI NOTICE / INVITATION FOR EOI No. 28 of 2020-21**

On behalf of the Governor of Assam, Expression of Interests (EOIs) are invited manually against EOI No. 28 of 2020-21 from the eligible Class-I , Class-II & Class-III registered contractors under Public Health Engineering Deptt., Assam and the enlisted contractors from other Department as per Notifications published in [www.jjmassam.in](http://www.jjmassam.in) from time to time, in one Part viz., Part – I : Technical Bid For “ADDITIONAL EMPANELMENT OF LEFT OUT/NEWLY REGISTERED CONTRACTORS FOR EXECUTION OF WATER SUPPLY WORKS AT DIFFERENT LOCATIONS OF ASSAM TO BE EXECUTED UNDER JAL JEEVAN MISSION ASSAM”. *THE CONTRACTORS ALREADY EMPANELLED EARLIER AGAINST THIS OFFICE RFP NO. 11 OF 2020-21 NEED NOT APPLY.*

The detailed EOI Document will be available in the web portal [www.jjmassam.in](http://www.jjmassam.in) and can be viewed from 12.01.2021. EOIs are to be submitted manually in sealed cover in the office of the Chief Engineer PHE Water Assam. There is no end date of bid submission since the EOI is kept open ended until closure notice is notified. All bids should be submitted manually at the office of the undersigned and as and when received by the Department will be accepted for technical evaluation. Bid may be submitted to the office of the undersigned from 12.01.2021.

Sd/-

Chief Engineer (PHE), Water, Assam,  
Cum

Addl. Mission Director, JJM Assam

Hengrabari, Guwahati – 36.

**Memo No. PHE - 28/JJM/PB/2020-21/Pt-I/T-25997-26003**      **date : 11.01.2021**

Copy to :

1. The Secretary to the Govt. of Assam, PHE Department, Dispur, Guwahati – 06, for favour of kind information.
2. The Mission Director, JJM Assam, for favour of kind information.
3. The P.S. to the Hon'ble Minister, PHED, Govt. of Assam, for kind appraisal of the Hon'ble Minister.
4. The Director of Information and Public Relations, Assam, Dispur, Last Gate, Guwahati – 06, for favour of kind information. He is requested to publish the short Notice / Expression of Interest (EOI) No. 28 OF 2020-21 in one issue of widely published local daily in English, Assamese and Bengali.
5. The Addl. Chief Engineer (PHE), All Zones for information and wide circulation among the left out registered contractors under his Zone.
6. The Superintending Engineer (PHE), All Circles for information and wide circulation among the left out registered contractors under his Circle.
7. The Executive Engineer (PHE), All Divisions for information and wide circulation among the left out registered contractors under his Zone.

Sd/-

Chief Engineer (PHE), Water, Assam,  
Cum

Addl. Mission Director, JJM Assam

Hengrabari, Guwahati – 36.

## Schedule of Event

Sl no	Event	Date	Time
1.	<b>START DATE FOR SUBMISSION OF THE EOI</b>	12.01.2021	11:00 AM
2.	<b>BID QUERY in the office of the Additional Mission Director, JJM Assam cum Chief Engineer(PHE) Water Assam up-to</b>	----	-----
3.	<b>LAST DATE FOR SUBMISSION OF EOI</b>	Open ended until further notified	---
4.	<b>OPENING OF EOI</b>	After receiving the EOI as per suitability.	---

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 of the EOI 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.

**TERMS OF REFERENCE OF THE EXPRESSION OF INTEREST**

**EOI No. 28 of 2020-21**

**FOR**

**ADDITIONAL EMPANELMENT OF LEFT OUT CONTRACTORS FOR  
EXECUTION OF WATER SUPPLY WORKS AT DIFFERENT LOCATIONS  
OF ASSAM TO BE EXECUTED UNDER JAL JEEVAN MISSION ASSAM**

## **PART - A**

### **TERMS OF REFERENCE**

#### **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	63.35 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. OBJECTIVE OF THE EOI**

The objective of this EOI is for additional empanelment of contractors, either PHE registered or enlisted contractors from other Department whoever have been left out from empanelment against this office RFP No. 11 of 2020-21, towards the allotment of works under JJM Assam.

**5. SCOPE OF THE EOI**

The registered contractors of the PHE Department and other enlisted contractors from other Department who have been left out from empanelment against this office RFP No.11 of 2020-21 should invariably participate in the EOI for additional empanelment for execution of works under JJM Assam. All the participating bidders need to accept the Departmentally 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 contractors for execution of different works under Jal Jeevan Mission Assam. As and when such contractors are empanelled, the same will be entered in the online SMT portal and communication will be shared with the respective Divisions / Circles / Zone.

## 6. INSTRUCTION TO THE BIDDERS

The following mechanism should be followed by the bidders while participating in the Financial RFP:

- a) The EOI is invited for execution of works in all the PHE zones of Assam including that of the remote areas of Majuli, Dhemaji and Sadia Subdivision of Tinsukia Districts at the already approved unit wise lowest rates of different items or any such rates for works as and when fixed by the Department. However for the remote areas, the works will be allotted to the contractors considering their eligibility in respective zones/circles.
- b) Any Class-I, Class-II or Class-III PHE registered contractor or those enlisted contractor from other Department whoever have been left out from empanelment are eligible to participate in the EOI. Hence it is clear that those who have been already empanelled for execution of works under JJM Assam need not to apply.
- c) The intending bidders willing to work in the locations of special zone i.e. for remote areas must be either **A) Class I** registered/enlisted contractors having registration in Upper Assam/North Assam Zone, or **B) Class II** registered/enlisted contractors having registration under North Lakhimpur/Jorhat/Dibrugarh Circle, **C) Class III** registered contractors having registration under Dhemaji/Jorhat/Tinsukia Divisions, or **D) Class-I** Enlisted contractors from other Department providing their willingness to work in either Upper Assam/North Assam Zone or **Class-II** Enlisted contractors from other Department providing their willingness to work in either North Lakhimpur/Jorhat/Dibrugarh Circle.
- d) In case, any intending contractor is willing to participate in the remote areas as per eligibility defined above in point (c) will have to provide their willingness by ticking in the remote area zone in Annexure-A.
- e) For taking part in the EOI, the intending Class-I registered contractor must have minimum annual turnover of Rs. 30.00 lacs in any one of the last three financial years. The Class II & Class III registered contractor must have minimum annual turnover of Rs. 20.00 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.
- f) For Class-I registered contractor, those having annual turnover in any one of last three financial years between Rs. 30.00 lakhs upto Rs. 2.00 crore will be entitled for works within their registered zone only. Those Class-I registered contractor having annual turnover in any one of last three financial years of more than Rs. 2.00 crores will be entitled to work in all the zones in the state irrespective of their registration. The Class-II & Class-III registered contractor will be entitled to work only within their registered Circle or Division only respectively irrespective of their turnover.
- g) In case of the enlisted contractor from other Department, the Class-I contractor having turnover more than Rs. 2.00 Crore in any one of last three financial years will be entitled to work in all the zones in the state irrespective of their registration. Those Class-I enlisted contractors having annual turnover in any one of last three financial years between Rs. 30.00 lakhs upto Rs. 2.00 crore will be entitled for works within a zone of the PHE Department only as per their willingness declared as per Annexure-A. The Class-II enlisted

contractor from other Department will be entitled to work only within a Circle only as per their willingness declared as per Annexure-A irrespective of their turnover.

- h) The Class-I enlisted contractor from other Department having annual turnover in any one of last three financial years between Rs. 30.00 lakhs upto Rs. 2.00 crore will have to provide their willingness to work against a particular **Zone** only as per Annexure-A. The Class-II enlisted contractor from other Department will have to provide their willingness to work against a particular **Circle** only as per Annexure-A. They can provide their respective willingness by ticking against a particular Zone or Circle in the Annexure-A, whichever is applicable.
- i) The Class-III PHE registered contractor must be registered with the Department for last three years without any lapse.
- j) All contractors as per criteria stated above shall be empanelled for execution of works under JJM only if they accept the already Departmentally approved rates or any such fixation of rates by the Department 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 Departmentally approved rates as and when fixed as per **Annexure-B**.
- k) The decision of the Mission Directorate towards empanelment of contractors for works under JJM Assam shall be conclusive and binding. No claim whatsoever in this regard shall be entertained.

## **7. 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**. 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 JJM to the respective technically qualified contractors. Without the turn over certificate duly authenticated by a CA and without UDIN No. & Membership No., the bid shall be rejected.

## **8. ELIGIBILITY CRITERIA**

The intending contractors must fulfill the following eligibility criteria for participating in the EOJ as stated below :

- Those contractors only, either PHE registered or those enlisted from other Department, who have been left out from empanelment earlier against this office RFP No. 11 of 2020-21 need to apply.
- The intending contractors must be either Class-I, Class-II or Class-III registered under PHE Department or been enlisted from other Department.
- For participating Class-I contractor, the minimum annual turnover in any of the last three financial years must be Rs. 30.00 lakhs or more. For Class-II & Class-III contractors, the minimum annual turnover in any of the last three financial years must be Rs. 20.00 lakhs or more.



- For Class-III PHE registered contractors, they must be registered with the Department for the last three years without any lapse. Necessary documentary evidence in this regard need to be submitted.
- The turnover certificate to be submitted must be certified by CA with UDIN No. & Membership No. mentioned therein.
- The intending contractors must invariably accept the Departmentally approved rates, as and when fixed, against different items for execution of works under JJM Assam. Partial acceptance of rates is not permissible.

## **9. DOCUMENTS TO BE SUBMITTED**

The intending bidders will have to submit the hardcopies of the required documents to this office manually in a sealed cover during the office hours as per the EOI invited. Following documents are to be submitted by the eligible contractors in the sealed cover :

- Valid Class-I / Class-II / Class-III Registration certificate under PHE Department.
- For Class-III PHE registered contractor, 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 or by a consolidated certificate from the concerned Division stating that the contractor is registered under that Division 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 PHE registered or enlisted contractors from other Department.
- In case of contractors from outside Department, the enlistment notification from the Mission Directorate need to be submitted. The enlistment notification from time to time may be obtained from the website [www.jjmassam.in](http://www.jjmassam.in).
- Enlisted Class-I contractors from outside Department having annual turnover in any of the last three financial years between Rs. 30.00 lakhs and Rs. 2.00 Crore need to submit their willingness to work under a particular zone as per Annexure-A. Enlisted Class-II contractors from outside Department having annual turnover in any of the last three financial years of minimum Rs. 20.00 lakhs need to submit their willingness to work under a particular Circle as per **Annexure-A**.
- Declaration Form as per **Annexure-B** towards acceptance of the Departmentally approved rates as and when fixed for different items of works under JJM Assam.

## **10. EMPANELMENT PROCESS**

All technically qualified contractors as per whoever submit their documents as per the eligibility criteria defined above will be empanelled under JJM Assam towards allotment of works. The details of the empanelment contractors will be intimated to the concerned field offices of the Department and entries will be made against the empanelled contractors providing an individual ID in the online SMT portal under JJM Assam. It is to note that the EOI is kept open ended without any closing date, unless otherwise notified, hence the contractors will be kept on empanelling if found qualified after scrutiny of their required technical documents as and when received by the Department.

## **11. ALLOTMENT OF WORKS**

The empanelled contractors will be entitled to obtain different works under JJM Assam in different levels of the Department either from Division/Circle/Zone or 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 Department at any time as and when required. However mere empanelment does not guarantee allotment of work nor does it bestow the contractor the right to get works to the extent of his entitlement as per the SOP.

## **12. RATES**

The intending contractors shall have to accept the Departmentally approved rates as and when fixed. All such approved rates of different items shall be binding and valid for execution of the works under JJM Assam until otherwise revised by the Department.

All approved and accepted rates include cost of supply of all materials and labour involved in the work directly or indirectly, handling and transportation of all materials 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 contractor shall not request to alter the rate approved by the Department during the pendency of the contract neither any claim for enhancement will be entertained.

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

## **13. PERFORMANCE GAURANTEE**

The awarded contractors will have to deposit Performance Guarantee at the rate of 5 % of the awarded value 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, which should be valid for atleast 1 year from the date of issue.

## **14. 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.

## **15. 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.

## **16. 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 Executive Engineer 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.

## **17. Indemnity and Insurance**

The contractor 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 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.

## **18. 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.

## **19. Water and Electricity**

The contractor shall arrange adequate supply of water and electrical power that may be required 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 as per usual terms and conditions of the Department.

## **20. 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 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 performance.

## **21. 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 Executive Engineer (PHE) 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.

## **22. 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.

## **23. Issue of material**

The Executive Engineer (PHE) 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 Executive Engineer (PHE) 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 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 contractor is to set out the whole of the works in conjunction with the Executive Engineer (PHE) or an officer to be deputed by the Executive Engineer (PHE) and during the progress of the work to amend on requisition of the Executive Engineer (PHE), 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.

## **24. Recovery of sums**

All compensation or other sums payable by the contractor to the Executive Engineer (PHE) 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.

## **25. 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 Executive Engineer (PHE) 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 Executive Engineer (PHE) 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.

## **26. 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

## **27. 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, when required by the Engineer-in-charge, will forthwith execute the same and 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.

## **28. 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.

## **29. 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 Executive Engineer (PHE) whose decision shall be final, conclusive and binding on the contractor.

### **30. 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.

### **31. 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 contractor is not executing the work with reasonable diligence, it shall be lawful for him to give a 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, it shall apply in the same manner as if it were a default in respect of the work.

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

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

### **33. 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 Executive Engineer (PHE).

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 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 Executive Engineer (PHE) 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.

#### **34. GENERAL SPECIFICATION FOR WORKS**

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

#### **35. Relationship**

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

### **36. Third Party Inspection**

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

### **37. Materials to be used to execution**

The awarded contractors will have to procure the required materials for execution of the PWSS under JJM Assam from the Departmentally empanelled vendors only. In case of materials where no such vendors are empanelled centrally by the Department, the awarded contractors should procure the same as referred in the APWD / APHE SOR. All such materials to be used should be of BIS standard with ISI marking wherever exists.

### **38. AGREEMENT**

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

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## Annexure- A : Preference Certificate

\* To be filled by Class-I enlisted contractor from other Department having having annual turnover in any one of last three financial years between Rs. 30.00 lakhs upto Rs. 2.00 crore for providing their willingness against a particular Zone.

\* To be filled by Class-II enlisted contractor having having minimum annual turnover in any one of last three financial years of Rs. 20.00 lakhs for providing their willingness against a particular Circle.

\* To be filled by eligible PHE registered contractor or enlisted contractor from other Department to provide willingness for Remote Areas.

**\*Other contractors apart from those defined above need to submit.**

### List of Zone, Circle & Division under PHE Department :-

Zone		Circle		Division		
Tick below for willingness		Tick below for willingness				
	Lower Assam Zone		Guwahati Circle	1	Guwahati -I	
				2	Guwahati -II	
				3	Rangia	
				4	Goalpara	
				Nalbari Circle	5	Nalbari
					6	Belsor
					7	Barpeta
					8	Bongaigaon
					9	Dhubri
	North Assam Zone		Tezpur Circle	10	Tezpur -I	
				11	Tezpur -II	
				12	Biswanath Chariali	
				Lakhimpur Circle	13	Mangaldoi
					14	Lakhimpur
					15	Dhemaji
				16	Ghilamara	
	Upper Assam Zone		Dibrugarh Circle	17	Dibrugarh	
				18	Tinsukia	
				19	Sivasagar	
				20	Nazira	
				Jorhat Circle	21	Jorhat
					22	Bokakhat
					23	Golaghat
				Nagaon Circle	24	Kaliabor
					25	Nagaon
					26	Dhing
					27	Marigaon
				28	Hojai	
	Barak Valley Zone		Cachar Circle	29	Slchar -I	

				30	Slchar -II
			Hailakandi Circle	31	Hailakandi
				32	Karimganj
	Dima Hasao			33	Halfong
				34	Maibong
				35	Umrangso
	Karbi Anglong Autonomous Council			36	Diphu Rural
				37	Diphu Urban
				38	Howraghat
				39	Hamren
	Bodoland Territory Autonomous District			40	Kokrajhar -I
				41	Kokrajhar -II
				42	Gossaigaon
				43	Baksa
				44	Tangla
<b>Remote Areas</b>					
<b>Tick below for willingness</b>	<b>District</b>			<b>Division</b>	
	Dhemaji			Dhemaji	
	Majuli			Jorhat	
	Sadia Subdivision of Tinsukia District			Tinsukia	

Bidders' Authorized Signature:

Name & Title of Signatory : \_\_\_\_\_

Name of Bidder : \_\_\_\_\_

Address : \_\_\_\_\_

Phone No. : \_\_\_\_\_

Email ID : \_\_\_\_\_

## Annexure-B

### DECLARATION FORM

**Ref :** EOI No. 28 OF 2020-21

**Description of the Works :** ADDITIONAL EMPANELMENT OF LEFT OUT/NEWLY REGISTERED CONTRACTORS FOR EXECUTION OF WATER SUPPLY WORKS AT DIFFERENT LOCATIONS OF ASSAM TO BE EXECUTED UNDER JAL JEEVAN MISSION ASSAM

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 understand 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 : \_\_\_\_\_

**Annexure-C**

**(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.

## PART - B

### PAYMENT SCHEDULE (For eligible contractors after award of works)

#### Item wise break up of payment schedule:

Estimate No.	Description of BOQ item	Performance level of works	% payment
1	Installation, testing and commissioning of DTW at various PWSS under different divisions of the state.	On completion of the work in all respect.	100 %
2	Supplying, fitting, fixing, testing and commissioning of Raw Water Pumping Main of different diameters at various PWSS under different divisions of the state.	1. On supply & delivery of pipe	30 %
		2. On completion of laying including all necessary earth work, supporting structures, anchor / thrust block, restoration of any property damaged during laying of pipe, railway/ road crossing, if any, all complete	60 %
		3. On completion of field Hydraulic testing and commissioning of the pipe line	10 %
		<b>Total</b>	<b>100%</b>
3	Supplying, fitting, fixing, testing and commissioning of Clear Water Pumping Main of different diameter at various PWSS under different divisions of the state.	1. On supply & delivery of pipe	30 %
		2. On completion of laying including all necessary earth work, supporting structures, anchor / thrust block, restoration of any property damaged during laying of pipe, railway/ road crossing, if any, all complete	60 %
		3. On completion of field Hydraulic testing and commissioning of the pipe line	10 %
		<b>Total</b>	<b>100%</b>
4	Supplying, installation, testing and commissioning of Raw water submersible pump set of different capacity at various PWSS under	1. On supply & delivery of the pumps	40 %
		2. On fitting, fixing, installation and commissioning of the pumps	60 %

	different divisions of the state	<b>Total</b>	<b>100%</b>
5	Supplying, installation, testing and commissioning of Centrifugal pump set of different capacity at various PWSS under different divisions of the state	1. On supply & delivery of the pumps	40 %
		2. On fitting, fixing, installation and commissioning of the pumps	60 %
		<b>Total</b>	<b>100%</b>
6	Construction, testing and commissioning of Rapid Sand Filter of Size 4m <sup>2</sup> /6m <sup>2</sup> at various PWSS under different divisions of the state	On completion of the work in all respect.	100 %
7	Construction, testing and commissioning of Under Ground Reservoir of different sizes at various PWSS under different divisions of the state	1. Upto completion of sump wall	40 %
		2. After completion of sump roof and commissioning thereof	60 %
		<b>Total</b>	<b>100%</b>
8	Construction, testing and commissioning of Steel GRP Elevated Service Reservoir of different sizes at various PWSS under different divisions of the state	1. On completion of the staging	40 %
		2. On completion the installation of the GRP tank	40 %
		3. On commissioning of the ESR	20 %
		<b>Total</b>	<b>100%</b>
9	Supplying, installation, testing and commissioning of DG set of different capacity at various PWSS under different divisions of the state	1. On supply & delivery of the DG	40 %
		2. On fitting, fixing, installation and commissioning of the DG	60 %
		<b>Total</b>	<b>100%</b>
10	Supplying, fitting, fixing, testing and commissioning of Distribution System comprising of different diameter at various PWSS under different divisions of the state.	1. On supply & delivery of pipe	20 %
		2. On completion of laying including all necessary earth work, supporting structures, anchor / thrust block, restoration of any property damaged during laying of pipe, railway/ road crossing, if any, all complete	50 %
		3. On completion of the required nos. of Functional Household Tap connections	20 %



		4. On completion of field Hydraulic testing and commissioning of the pipe line	10 %
		<b>Total</b>	<b>100%</b>
11	Construction of boundary wall at various PWSS under different divisions of the state.	On completion of the work in all respect.	100 %
12	Construction of Double Leaf Heavy Duty Iron Gate at various PWSS under different divisions of the state.	On completion of the work in all respect.	100 %
13	Construction, testing and commissioning of Valve Chamber for Sluice Valve of different sizes at various PWSS under different divisions of the state.	On completion of the work in all respect.	100 %
14	Construction of supporting pillar of size 0.25 m x 0.25 m section at low laying area for Distribution network at various PWSS under different divisions of the state.	On completion of the work in all respect.	100 %
<b>Total</b>			<b>100%</b>

**Mode of Payment :** Payment will be made in three instalments as per the above payment schedule at the rate of 20 %, 40 % and 40 % of the awarded value for the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> running account bill respectively. After completion of more than 20 % of the work order value , the 1<sup>st</sup> 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 60 % of the work order value, the contractor will be entitled for the 2<sup>nd</sup> instalment of payment of atleast 40 % or as per bill value, whichever is higher, of the work value. Finally after 100 % completion of the work in all respect, the contractor will be entitled for the 3<sup>rd</sup> and final instalment of payment of the remaining percentage as per actual bill value.

The payment milestones in the context of the above will be completion of 20% , 60% and 100% of the awarded value of the work.

## **PART - C**

### **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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