



WATCO

**Bid Identification No. [WATCO \(W\)-8/2021-22, Dt.30.07.2021](#)**

## **REQUEST FOR PROPOSAL (RFP)**

**Volume 1 – Instructions to Bidder**

**RFP for Selection of Agency for Establishment of Public Health Engineering Laboratories for Testing and Quality Monitoring of Water & Waste Water on PPP Mode for period of 10 Years in 2 Public Health Divisions of Odisha – Keonjhar & Koraput.**

**OFFICE OF THE MANAGING DIRECTOR**

**Ground Floor, Unnati Bhawan,**

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

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## Table of Contents

Section 1. Letter of Invitation for Bid .....	4-5
Section 2. Instructions to Bidders .....	6
2.1 Introduction .....	6
2.2 Eligible Bidder/ Consortium of Bidders .....	6
2.3 Conflict of Interest .....	8
2.4 Disclosure .....	8
2.5 Anti-corruption Measure.....	9
2.8 Amendment of the RFP document .....	9
2.9 Language of Proposals .....	9
2.10 Cost of bidding.....	10
2.11 Taxes .....	10
2.12 Submission of Proposal .....	10
2.13 Documents comprising the Proposal .....	10
2.14 Proposal validity.....	10
2.15 Format and Signing of Proposals .....	10
2.16 Deadline for Submission of Proposals.....	10
2.17 Late Proposals .....	10
2.18 Evaluation of Offers .....	11
2.18.2 Technical evaluation of the bid would be carried out applying the evaluation criteria specified below. Each respective technical bid will be attributed a technical score as per following criteria: .....	11
<b>Resultant single vendor situation</b> .....	13
<b>Client’s right to accept any proposal, and to reject any or all</b> .....	13
2.19 Presentation .....	13
2.20 Client’s Right to Accept and to Reject any or all Proposals .....	133
2.21 Award of Contract Notification.....	14
2.22 Negotiations / Clarifications .....	144
2.23 Signing of Contract.....	15
Section 3. Data Sheet and Check List.....	16
3.1. Data Sheet:.....	16
3.2. Check List: .....	18
Section 4. Technical Proposal – Standard Forms .....	19
Form Tech 1A: Letter of Technical Proposal Submission.....	19
Form Tech 1B: Format for Power of Attorney for signing of BID .....	20
Form Tech 1C: Format for Power of Attorney for Lead Member of Joint Venture.....	22
Form Tech 1D: Format for Joint Bidding Agreement for Joint Venture.....	24
Form Tech 1E: Format for Responsibility Distribution in case of Joint Venture.....	28
Form Tech 2A: Summary of Bidder’s Organization .....	29
Form Tech 2B: Eligibility Criteria Details .....	30
Form Tech 3: Financial Details of Lead Bidder .....	32

Form Tech 4: Institutional Details of Lead Bidder.....	33
Form Tech 5A: Experience of Bidder.....	34
Form Tech 5B: Past Relevant Experience of Bidder.....	36
Form Tech 6: Approach and Methodology .....	37
Form Tech 7: Declaration on Provision of Equipment by Bidder.....	38
Section 5. Financial Proposal – Standard Forms.....	43
Form FIN 1: Financial Proposal Submission Form .....	43
Form FIN 2: Summary of Financial Proposal .....	44
Form FIN 3: Format for Capital Costs (Quantity to be specified for Divisional Labs).....	45
Form FIN 4: Format for Monthly Remuneration.....	48
Form FIN 5: Format for Unit Costs .....	49
Section 6. Terms of Reference.....	50
Schedule-L: Form of Bid Security Declaration.....	51

## Section 1. Letter of Invitation for Bid



### **WATER CORPORATION OF ODISHA OFFICE OF THE MANAGING DIRECTOR**

GROUND FLOOR, UNNATI BHAWAN, H.B. COLONY, SATYANAGAR,

BHUBANESWAR, ODISHA – 751007

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### **REQUEST FOR PROPOSAL**

#### **Bid Identification No. WATCO (W)-08/2021-22 Date 30.07.2021**

Sealed Request For Proposal (RFP) are invited by the **Managing Director, WATCO**, Bhubaneswar under the administrative control of Housing & Urban Development Department, Government of Odisha (the "Client/Authority") from amongst interested/intending Govt. (State/Central/Union Territory) and Private Agencies or consortium of such agencies, having experience in water/waste water testing and establishment of NABL, Dept. of Science and Technology, GoI certified/ accredited laboratories for establishment and operation of Two Divisional level Laboratories in Odisha on PPP mode for testing water & waste water for quality monitoring as per details at Section – 3, Data sheet.

The contract is for establishment of the laboratory facility and carry out operations and maintenance of same for a period of ten years. Selection on QCBS Basis between eligible & technically qualified bidders. The bidders have to submit a technical and financial proposal. Further details of the services requested are provided in the various sections enclosed with this letter. The RFP documents are available at item "Tenders" in the Website: [www.odisha.gov.in/](http://www.odisha.gov.in) <http://www.watcoodisha.in> with effect from 05.08.2021 at 11.30 AM which may be downloaded and submit the financial proposal with all required document, EMD along with a Demand Draft drawn on any scheduled bank for Rs.11,800/- (Rupees Eleven Thousand only) towards cost of bid document (non-refundable) in form of demand draft in favour of **Managing Director, WATCO, Bhubaneswar** payable at Bhubaneswar, Odisha failing which the bid will be rejected.

1. Completed Proposal for the work in prescribed format shall be received up to 19.08.2021 up to 05.00 PM. The sealed proposals can be sent well in advance by registered post or speed post or in person to **the OFFICE OF THE MANAGING DIRECTOR, WATCO, ODISHA, BHUBANESWAR**, Ground floor of Unnati Bhawan, satyanagar, Bhubaneswar-751007.
2. Bidders can also submit proposal by hand to above office for which necessary gate pass can be issued for submission of offer.
3. Please note that delayed submission will not be accepted and such bids will be summarily rejected.
4. The Proposal received shall be opened on 23.08.2021 itself at 11.30 AM in the presence of representatives of bidders. Bidders are requested to ensure presence of their

representative at the time of opening of the bid, who must submit an authorization letter from the bidder.

5. This RFP includes the following documents:
  - a) Volume – 1, Consisting of
    - i) This Letter of Invitation
    - ii) Instructions to Bidders
    - iii) Data Sheet and Check List
    - iv) Technical Proposal Standard Forms
    - v) Financial Proposal Standard form
    - vi) Terms of Reference (ToR)
  - b) Volume – 2, Consisting of
    - i) Standard Contract Document
    - ii) Bank Guarantee Format for Performance Security
6. While all information/data given in the RFP are, to the best of the Client’s knowledge accurate within the consideration of scope of the proposed contract, the Client holds no responsibility for accuracy of information and it is the responsibility of the Bidder to check the validity of information/data included in this document.
7. The Client reserves the right to cancel the entire bid process or part of it, at any stage without assigning any reason thereof.
8. Interested Bidders may obtain further information from the office of The Managing Director, Phone No.0674-2391444.

MANAGING DIRECTOR, WATCO  
ODISHA, BHUBANESWAR  
Ground Floor, Unnati Bhawan  
Satyanagar  
Bhubaneswar - 751007

## Section 2. Instructions to Bidders

### 2.1 Introduction

- 2.1.1 These instructions to be read in conjunction with information specific to the services contained in the Covering Letter, Data Sheet and enclosed documents.
- 2.1.2 The proposal invited is on Public Private Participation basis (PPP). To Design, Build, Testing, Commissioning of water/waste water testing laboratories within 6 months from date of handing over of building space for the laboratory space followed by O&M for 10 years and subsequent transfer to Client.
- 2.1.3 The bidder to submit Technical and Financial Proposal and selection shall be based on Combined Quality and Cost Based Selection (QCBS) between eligible & technically qualified bidders.
- 2.1.4 The financial proposal for each package will have two parts consisting of Capital cost and Operation & Maintenance cost per annum. The client will bear 100% of the capital cost. However, bidder has to pay 10% of capital cost to client as a license fee. The O&M charge on lump sum basis per year is to be offered for each laboratory separately. The prices offered for capital cost and O&M charges will be firm & Fixed. However, O&M charges will be subject to escalation at the simple rate of 5% of O&M charges of 1st year after every year.
- 2.1.5 The Bidder shall bear all costs associated with the preparation and submission of its proposal and contract negotiation.
- 2.1.6 The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to award of contract without thereby incurring any liability to the bidder.
- 2.1.7 In no case, sub-letting of "overall works" would be accepted.

### 2.2 Eligible Bidder/ Consortium of Bidders

- 2.2.1 In this case, the eligible Bidder is to be an institute of repute/ Govt. (State/Central/Union Territory) or Private Agencies/ firms operating in India for at least 5 years. Proof of registration as a legal entity must be submitted. In case of consortium, all partners should meet this requirement.
- 2.2.2 The average annual turnover of the bidder (lead partner in case of consortium) for the last three financial years should be equal to or greater than 8 crores.
- 2.2.3 The Bidder must have experience of establishing at least one (1) NABL accredited testing laboratory with operations for at least one year. In case of consortium, experience of any of the consortium members can be submitted to meet this eligibility criteria. The Bidder to provide details of the testing laboratory in the format provided in Form 2B and also attach NABL accreditation certificate along with annexure with details of various tests covered under the accreditation.
- 2.2.4 Bidder can provide experience of its principal/subsidiary to meet the requirement as long as the principal/subsidiary is a legal entity registered in India and the Bidder/Principal owns a majority share in the subsidiary and proof of such ownership is provided. In case a single bidder chooses to provide experience under this clause, the same should be notified clearly in the proposal. In case of consortium, the experience of only participating consortium members will be considered.

2.2.4 The bidder must have experience of conducting water/ waste water testing covering the following tests: (In case of consortium, experience of any of the consortium entities shall be considered)

2.2.4.1 **Physical** – The Bidder must have experience of conducting the physical tests mentioned in the table below. Bidder must submit either NABL Accreditation Certification for these tests/the latest testing reports along with the client's detail (Contact Person Name, Address and Phone number):

S.No.	Category	Name of Test
1.	<b>Physical</b>	Color (Pt. Co)
2.		Odour, TON
3.		pH
4.		Turbidity (NTU)
5.		Free residual chlorine
6.		Total dissolved solid
7.		Conductivity

2.2.4.2 **Chemical & Bacteriological** – The Bidder must have experience of conducting at least 5 out of the below mentioned chemical and bacteriological tests. Bidder must submit either NABL Accreditation Certification for these tests/the latest testing reports along with the client's detail (Contact Person Name, Address and Phone number):

S.No.	Category	Name of Test
1.	<b>Chemical</b>	Alkalinity
2.		Hardness
3.		Ammonia
4.		Calcium
5.		Chloride
6.		Fluoride
7.		Iron
8.		Manganese
9.		Magnesium
10.		Nitrate
11.		Sodium
12.		Potassium
13.		Sulphate
14.		Dissolved Oxygen
15.	<b>Bacteriological</b>	Coilform organism, MPN/100ml
16.		E-coli (Present/Absent), MPN/100ml
17.		MS2PHAGE, PFU/100ml

2.2.4 The bidders must have at least 100 persons in their payroll as full time/contractual employees as on 1st August, 2021.

## 2.2.6 Joint Venture / Consortium bid is accepted

2.2.6.1 The Authority has adopted a single stage two part system (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. Under this process, the bid shall be invited under two parts. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first part (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFP. (The "Bidder", which expression shall, unless repugnant to the context, include the members of the Consortium). The Bidder meeting the eligibility and qualifying requirement will be considered for technical evaluation. The Financial Bid under the second part shall be opened of only those Bidders who qualifies in technical evaluation as specified in the RFP.

2.2.6.2 The Bidder should submit a Power of Attorney as per the format at Form 1B authorising

the signatory of the BID submitted the Bidder.

2.2.6.3 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Form 1C In case the Bidder is a Consortium, Joint Bidding Agreement in the format at Form 1D shall be submitted by the bidder.

2.2.6.4 In case the Bidder is a Consortium, it shall comply with the following additional requirements:

- (a) Number of members in a Consortium shall not exceed 2 (two);
- (b) Subject to the provisions of clause (a) above, the Bid should contain the information required for each Member of the Consortium;
- (c) Members of the Consortium shall nominate one member as the lead bidder (the "Lead Bidder"). Lead Bidder shall meet 100% of the Financial Requirement with respect to the annual turnover criteria. The Technical Requirements can be met by any of the members of the consortium jointly.
- (d) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defect liability obligations;
- (e) An individual Bidder cannot at the same time be member of a Consortium applying for this Bid. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for this bid;
- (f) Members of the Consortium shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Form 1D (the "Jt. Bidding Agreement"), for the purpose of making the Application and submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Application, shall, *inter alia*:
  - (i) Convey the commitment(s) of the Lead Bidder in accordance with this RFP, in case the contract to undertake the Project is awarded to the Consortium; and clearly outline the proposed roles & responsibilities, if any, of each member;
  - (ii) Commit the approximate share of work to be undertaken by each member;
  - (iii) Include a statement to the effect that all members of the Consortium shall be jointly and severally for all obligations of the Contractor in relation to the Project until the completion of the Project (the "Defects Liability Period") is achieved in accordance with the Engineering, Procurement Construction & Setting up of the Labs Contract; and
- (g) Except as provided under this RFP, there shall not be any amendment to the Jt. Bidding Agreement.

## 2.3 Conflict of Interest

2.3.1 Conflict of interest exists in the event of: (i) conflicting assignments, typically monitoring and evaluation/environmental assessment of the same project by the eligible Bidder; (ii) Agencies or institutions who have a business or family relation with the Client directly or indirectly; and (iii) the bidder adopts practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha.

## 2.4 Disclosure



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

## **2.5 Anti-corruption Measure**

- 2.5.1 Any effort by Bidder(s) to influence the Client in the evaluation and ranking of technical Proposals, and recommendation for award of Contract, may result in the rejection of the Proposal.
- 2.5.2 A recommendation for award of Contract shall be rejected if it is determined that the recommended Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases H & UD Dept. shall blacklist the Bidder either indefinitely or for a stated period of time, disqualifying it from participating in any H&UD Dept. related bidding for the said period.

## **2.6 Deleted**

## **2.7 Deleted**

## **2.8 Amendment of the RFP document**

- 2.8.1 At any time before submission of Proposals, the Client may amend the RFP by issuing an addendum through web hosting at <http://www.watcoodisha.in> & [www.odisha.gov.in](http://www.odisha.gov.in) Any such addendum will be binding on all the Bidders.
- 2.8.2 To give Bidders reasonable time in which to take an addendum into account in preparing their Proposals, the Client may, at its discretion, extend the deadline for the submission of the Proposals.

## **2.9 Language of Proposals**

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

## **2.10 Cost of bidding**

2.10.1 The Bidder shall bear all costs associated with the preparation and submission of its Proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **2.11 Taxes**

2.11.1 The Bidder may be subject to taxes (such as fringe benefit tax, value added or sales tax, income tax, duties, etc.) on amounts payable by the Client under the Contract, which are to be borne by the bidder except the GST.

## **2.12 Submission of Proposal**

2.12.1 Proposals must be received before the deadline specified in the Data Sheet.

2.12.2 Proposals must be submitted to the address specified on the Data Sheet and delivered on or before the time specified in the Data Sheet.

## **2.13 Documents comprising the Proposal**

2.13.1 Bidders shall submit one outer sealed envelope, containing the Technical and Financial Proposal envelopes. Each of Technical and Financial proposals will be in separate envelopes. Technical proposal accompanying the financial proposal will be rejected. The Technical Proposals will be opened at the date and time specified in the Data Sheet.

## **2.14 Proposal validity**

2.14.1 Proposals shall remain valid for the period specified in the Data Sheet commencing with the deadline for submission of Technical Proposals as prescribed by the Client.

2.14.2 A Proposal valid for a shorter period shall be considered non- responsive and will be rejected by the Client.

## **2.15 Format and Signing of Proposals**

2.15.1 A Technical and Financial Proposal (original) as mentioned in the Data Sheet shall be submitted in the prescribed format attached with this RFP document at Section-III & Section IV.

2.15.2 The original Proposal shall be signed by a person duly authorized to sign on behalf of the Bidder. The name and position of the person signing the authorization must be typed or printed below the signature. All pages of the Technical Proposal shall be signed by the person signing the Proposal.

2.15.3 Any interlineations, erasures, or overwriting shall be valid only if signed or initialed by the person signing the Proposal.

## **2.16 Deadline for Submission of Proposals**

2.16.1 The Client may, at its discretion, extend the deadline for the submission of the Proposal by amending the RFP, in which case all rights and obligations of the Client and Bidders subject to the previous deadline shall thereafter be subject to the deadline as extended.

## **2.17 Late Proposals**

2.17.1 The Client will not consider any Proposal that arrives after the deadline prescribed by the Client for submission of Proposals in the Data Sheet. Any Proposal received after

the respective deadline for submission shall be declared late, rejected, and returned unopened to the Bidder.

## 2.18 Evaluation of Offers

2.18.1 Bids received and found valid will be evaluated by CLIENT to ascertain the best evaluated bid in the interest of CLIENT for project services under this document. The Bidder should take enough care to submit all the information sought by CLIENT in the desired formats. The bids are liable to be rejected if information is not provided in the desired formats, however CLIENT reserves right to seek any clarification from any bidder if it so desires. The proposals, in general, shall be evaluated using the following criteria:

**2.18.2 Technical evaluation of the bid would be carried out applying the evaluation criteria specified below. Each respective technical bid will be attributed a technical score as per following criteria:**

Sl. No.	Evaluation Criteria	Weightage Marks	Maximum Marks awarded	Scoring Criteria
<b>1</b>	<b>Firm Experience</b>	<b>50</b>		
	<b>Experience in any testing laboratory</b>		<b>10 marks</b>	
1.1	Total number of NABL accredited testing laboratories (other than water and/or waste water testing laboratories) established in India with operations for at least one year (Proof of registration/ license of the lab, proof of operations and NABL certificate including Annexures to be provided)		5	for 1 NABL Accredited Lab = 1 marks For every additional Lab maximum marks = 1 marks  <b>Maximum 5 marks</b>
	Total number of Testing Parameters having NABL accreditation (NABL certificate including Annexure with list of tests covered under accreditation to be provided)		5	for 5 parameters = 1 marks For every additional 5 parameters maximum marks = 1 marks  <b>Maximum 5 marks</b>
	<b>Experience in water/ waste water testing</b>		<b>40 marks</b>	
1.2	Total number of NABL accredited water/ waste water testing laboratories established in India with operations for at least one year (Proof of registration/ license of the lab, proof of operations and NABL certificate including Annexures to be provided)		10	for 1 NABL Accredited water/ waste water testing Lab = 2 marks For every additional Lab maximum marks = 2 marks  <b>Maximum 10 marks</b>
	Total number of water/ waste water testing Parameters (from the list provided in Volume 2-Table 4 of ToR) having NABL accreditation (NABL certificate including Annexure with list of tests covered under accreditation to be provided)		30	for every 5 parameters = 6 marks For every additional set of 5 parameters maximum marks = 6 marks (Prorata score to be calculated based on total number of tests accredited)  <b>Maximum 30 marks</b>
<b>2</b>	<b>Institutional Strength</b>	<b>20</b>		

Sl. No.	Evaluation Criteria	Weightage Marks	Maximum Marks awarded	Scoring Criteria
2.1	Number and Qualification of Own Technical Experts*(in domain areas of Chemistry, Zoology or Microbiology with water/waste water testing experience) – Brief profile of the experts to be provided in the format provided in Volume 1 – Form Tech 4		10	For 10 experts = 5 marks For every expert with Bachelor's Degree – 0.25 Marks and with Master Degree – 0.50 Marks subject to  <b>Maximum 10 marks</b>
2.2	Total No. of Personnel in the Payroll of the Institution (Full time/ contract) – Undertaking to be provided by authorized signatory or the HR head of the company		10	Minimum 100 Nos – 5 marks, for every additional 20 Nos over 100 Nos – 1 marks  <b>Maximum 10 marks</b>
<b>4</b>	<b><u>Presentation on Approach &amp; Methodology including** Management Plan</u></b>	<b>30</b>		Understanding of ToR and responsibilities as concessionaire
4.1	Presentation by the Bidder on Approach & Methodology and management plan		30	Past experience in operating laboratories and conducting tests  Capability and commitment of collecting samples as per frequency defined in RFP and conducting and reporting tests within timelines defined.  Approach & methodology towards establishment and operations of the lab including understanding of aspects related to layout, equipment maintenance, collecting samples, conducting tests and reporting. Capabilities in establishing a software solution for capturing test results and generating reports
	<b>Total</b>	<b>100</b>		

\*Possessing mandatory Bachelor's Degree, preferably Master's Degree or equivalent qualification in Chemistry, Zoology or Microbiology with water/waste water testing experience of minimum 3 years

2.18.3 Based on the evaluation of technical bids, the bidders shall be ranked highest to lowest technical score (ST) in accordance with the total marks obtained. The bidders with technical bid score of minimum 70% and above will be considered technically qualified for further process.

2.18.4 The price bids of technically qualified bidders will only be opened for financial evaluation.

2.18.5 The price shall be evaluated considering CAPITAL COST offered for all the laboratories and operation cost of 10 years of operation based on Net Present Value (NPV) with discounting rate @10% per annum. The operation cost offered per year will be escalated @5% after every year to determine total operation cost for 10 years.

2.18.6 A firm shall be selected under Quality & Cost Based Selection (QCBS) method (70:30) and procedures described in this RFP.

**The maximum financial score shall be: 100**

**The formula for determining Financial Score is  $SF = 100 * F1 / Fe$**

Where,

SF means the financial score

F1 means lowest price offered

Fe means the total price offered by the Agency under consideration

The specific weights to be assigned to the technical and financial proposal shall be: **[Weight Technical= 0.70 Weight of Financial= 0.30]**

**The final score shall be determined using the formula**

$R_{tf} = (ST \times WT) + (SF \times WF)$

The proposal receiving highest rank ( $R_{tf}$ ) shall be ranked R1

The final scores computed for each Technical and Financial Proposal shall be rounded to the nearest whole number. For purposes of rounding, 0.50 and above shall be rounded to the next higher whole number and 0.49 and below shall be rounded to the immediately preceding whole number. In the event two or more proposals have the same scores in the final ranking of proposals, the proposal with the highest technical score will be ranked first, the next highest technical score will be ranked second, and so forth.

### **Resultant single vendor situation**

1.1. If at the evaluation stage only one Agency qualifies for contract, the next course of action would be decided by the Evaluation Committee.

### **Client's right to accept any proposal, and to reject any or all**

1.2. The Client reserves the right to accept or reject any proposal, and to annul the selection process and reject all proposals at any time prior to contract award, without thereby incurring any liability to Agencies.

1.3. In case of annulment, all proposals submitted and specifically, EMD shall be returned to the Agencies.

## **2.19 Presentation**

2.19.1 The consultant will have to make a presentation to CLIENT. The presentation shall detail the appreciation of the project, approach and methodology, proposed organizational structure, work program, implementation strategy. The objective of presentation is to enable CLIENT to evaluate the consultant regarding their understanding and preparedness for the assignment. Clarifications, if any, as required by CLIENT will also be discussed. The date and venue of presentation will be decided by CLIENT and intimated on the day of opening of bid or otherwise at least one week in advance.

## **2.20 Client's Right to Accept and to Reject any or all Proposals**

2.20.1 The Client reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to the Bidders.

2.20.2 In case of annulment, all proposals submitted and specifically, EMD shall be returned to the Agencies.

2.20.3 **Clause on Additional Performance Security** for the bids below the project cost estimate

*Additional Performance Security shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in shape of Term Deposit Receipt.*

2.20.4 **Clause on Rejection of Bids which are Outliers** - As per the Guidance Notes for Selection of Consulting agencies - Ministry of Electronics & Information Technology (Deity), Government of India, October 2016 (attached), we may consider to adopt Clause 2.5.3 on Rejection of Bids which are Outliers (Page 46) as below:

*It has been seen that certain bidders bid frivolously low to be competitive and get the contract. However these bidders may not be having necessary competence to execute the project. In order to reject such outliers, the following approach shall be followed:*

*Financial Bids that are less than <30>% of the average bid price will be disqualified [the average bid price is computed by adding all Financial Bid values of ALL the qualified bidders and dividing the same by the number of bidders].*

## **2.21 Award of Contract Notification**

2.21.1 Prior to the expiration of the Proposal validity period, the Client shall notify the successful Bidder, in writing, that its Proposal has been accepted. At the same time, the Client shall notify all other Bidders of the results of the bidding.

2.21.2 Subsequent to the Selection of the Successful Bidder, a letter of award ("LoA" or "Letter of Award") would be issued, in duplicate, to the Successful Bidder, by the Client.

2.21.3 Within 15 (fifteen) days from the date of issue of the LoA, the Successful Bidder shall sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Successful Bidder is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Successful Bidder to acknowledge the LoA, and the next eligible Bidder may be considered.

2.21.4 After receipt of the acknowledgement from the Successful Bidder, the Client will promptly notify other Bidders that their Commercial Proposals have been unsuccessful and their Bid Security shall be returned within 30 (thirty) days, without interest, of the signing of the Concession Agreement with the Successful Bidder.

2.21.5 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

## **2.22 Negotiations / Clarifications**

2.22.1 The successful Bidder will be informed in writing of the date, place and time for negotiations/clarifications, if any. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.

### **2.23 Signing of Contract**

2.23.1 The successful Bidder shall sign the contract agreement as per RFP with General Manager, WATCO Division-I, Bhubaneswar.

2.23.2 The Successful Bidder shall have to enter into the Concession Agreement with the Client within 15 (Fifteen) days from the date of issue of the LoA.

2.23.3 Failure of the Successful Bidder to comply with the requirements mentioned in the above paragraph shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, the Client reserves the right to select the Successful Bidder as per Clause 2.18 and 2.19 or take any such measure as may be deemed fit in the sole discretion of the Client, including annulment of the Bidding Process.

2.23.4 The Client reserves the right to cancel the award in case the Successful Bidder fails to sign the Concession Agreement and/or does not submit the Performance Security and/or the license fee/ the other documents mentioned in the Bidding Documents.

## Section 3. Data Sheet and Check List

### 3.1. Data Sheet:

1	Title of Consulting Service: Establishment and operation of Nine division level laboratories in Odisha on PPP mode for testing water & waste water for quality monitoring on DBOT mode. Contract period 10 years.
2	Name of the Client: MANAGING DIRECTOR, WATCO, ODISHA, BHUBANESWAR
3	Method of selection: QCBS Basis through bids from eligible firms/ agencies.
4	Selection of firm/agency: The bidders have to submit the technical Proposal giving their credentials, experience, financial status as per technical proposal form given at Section – 4 The Bidder to submit financial proposal as per Section – 5. The evaluation shall be made as per evaluation criteria specified at Section – 2, (Clause 2.18).
5	Name of the cities/towns where Laboratory is to be established: i) Keonjhar Division II, ii) Korapur Division
6	Technical proposal to be submitted: YES, as per format given at Section – 3 along with all supporting documents.
7	Financial proposal to be submitted: YES, as per format given at Section – 4
8	Address for submission of Proposals: OFFICE OF THE MANAGING DIRECTOR, WATCO, ODISHA, BHUBANESWAR Ground Floor of Unnati Bhawan, Satyanagar, Bhubaneswar-751007
9	The Client's Representative is: MANAGING DIRECTOR, WATCO, ODISHA, BHUBANESWAR
10	Proposals shall remain valid for 120 days after the submission date indicated in this Data Sheet.
11	The Bidder is required to include with its proposal written confirmation of authorization to its representative to sign on behalf of the Bidder: YES
12	Joint Ventures or Consortium offer:- permissible
13	Bidders Eligibility Criteria–Applicable As per details given at section – 2, clause 2.2. Eligible bidder.
14	While submitting the proposal the bidder has to ensure that a technical Proposal in original to be kept in sealed envelope with superscription "Technical Proposal for Establishment and Operationalization of Two Divisional Water Testing Laboratories in Odisha and Financial Proposal in original to be kept in separate sealed envelope with superscription "Financial Proposal for Establishment and Operationalization of Two Divisional Water testing laboratories in Odisha. Both the above two sealed envelopes to be kept in an outer envelope marked as under. On the envelope clearly write/print in bold capital letters "DO NOT OPEN EXCEPT IN THE PRESENCE OF THE CLIENT'S REPRESENTATIVE AND PRIOR TO 23.08.2021
15	The outer envelope must be labeled with: A. Title: "Proposal for Establishment and Operationalization of Two Divisional Water tasting laboratories in Odisha" B. RFP Number; C. Last date of bid Submission; D. Full address of bid submission authority with contact no and email on the right; E. Full address of the Bidder with contact no and email on the left.



16	If any envelope is not sealed and marked as instructed, the Client will assume no responsibility for the misplacement or premature opening of envelopes leading to disqualification of the Bidder from the bidding process.
17	Tender fee must be deposited: YES Tender fee of INR11,800/- (non-refundable) to be deposited. Earnest Money Deposit (EMD) to be submitted: YES EMD, Rs.9,00,000.00 (Refundable), to be deposited or Bid Security Declaration in Schedule-L to be deposited
18	Form for Cost of tender Paper will be: in form of demand draft in favour of Managing Director, WATCO, Bhubaneswar payable at Bhubaneswar. Form of EMD will be in shape of N.S.C./Post office Saving Bank Account/ POTD Account / Kissan Vikas Patra /Term Deposit of any Nationalised Bank duly pledged in favour of Managing Director, WATCO,BBSR/ Bid Security Declaration in Schedule-L. Bids not accompanied by tender fees and EMD shall stand rejected.
19	A Performance Bank Guarantee is to be submitted by the winning Bidder upon signing of Contract: YES
20	Performance bank guarantee amount will be 10 percent of total contract value of the Project (capex + opex) Bank Guarantees will be made in favour of the Managing Director, WATCO,BBSR from a scheduled/nationalized bank countersigned, enforceable and payable by a local branch at Bhubaneswar. On submission of performance bank guarantee, the EMD submitted is to be refunded. It should remain valid and in full force and effect until expiry of 6 (six) months period of the contract period.
21	A license fee is to be submitted by the winning bidder upon signing of Contract: YES The amount will be 10 percent of the total capital value of project. It is a non-refundable fee. A Demand Draft will be made in favour of the Managing Director, WATCO,BBSR payable at Bhubaneswar.
22	Proposals must be submitted no later than the following date and time: 19.08.2021 up to 17.00 hours (5.00 PM).
23	Date and time for public opening of the Proposals received: 23.08.2021 at 11.30 AM
24	Expected date/month for commencement of contract: 15 days from date of issue of LoI.
25	Expected date/month for completion of contract :10 years from the date of issue of LoI

**3.2. Check List:**

The bidders are requested to check the following points before submitting the bids:

i)	1	Whether the Proposals have been properly marked, superscripted, labeled and sealed, as required?
	2	Whether each proposal has been ink-signed by the appropriate authority? Have all the pages of the proposal been ink-signed?
	3	Whether the Audited balance sheet for last three years been submitted along with the proposal and chartered accountants certificate for turnover?
	4	Has the Tender Fee and EMD been enclosed with the technical proposal?
	5	Whether the number of pages of the proposal properly indexed?
ii)		All the bidders should send:
	a	Firms authorization letter for signatory (including all forms)
	b	Brief Profile of the Firm
	c	Experience of successfully establishing & operating at least one number water testing laboratory certified by NABL – copy of work order/certificate to be enclosed).
	d	Self-certificate by Director/Owner of the bidders firm regarding the no of persons employed in roll of company as on 1 <sup>st</sup> August 2021.
	e	For the five best projects claimed under other experience enclose copies of work order/certificate

## Section 4. Technical Proposal – Standard Forms

### Form Tech 1A: Letter of Technical Proposal Submission

Letter No.:

Place:

Date:

From: [Name of Firm with  
Complete Address of Communication]

To:

THE MANAGING DIRECTOR, WATCO  
ODISHA, BHUBANESWAR

**Subject: Selection of Agency for Establishment and Operationalization of two divisional water/ waste water testing laboratories for a period of 10 years (Technical Proposal)**

We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated 30.07.2021. We are hereby submitting our Technical Proposal sealed in an envelope.

We have examined the information provided in your Request for Proposal (RFP) and offer to undertake the work described in accordance with requirements and as per fee payable specified in RFP. This proposal is valid for acceptance for 120 days and we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

We accept that any contract that may result will comprise the contract documents issued with the RFP and be based upon the documents submitted as part of our proposal; and placed by the <<Name of bidder>>. The Proposal has been arrived at independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other party invited to tender for this contract.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

I confirm that I have the authority of <<Name of the bidder>> to submit proposals/tenders and to clarify any details on its behalf.

We understand you are not bound to accept any proposal you receive.

Yours sincerely,

Signature [In full and initials]:

Name and Title of Lead Bidder Signatory:

Name of Lead Firm:

Address:

Enclosures:

### Form Tech 1B: Format for Power of Attorney for signing of BID

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of..... , as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are

necessary or required in connection with or incidental to submission of our BID for the Project RFP for Selection of Agency for Establishment of Public Health Engineering Laboratories for Testing and Quality Monitoring of Water & Waste Water on PPP Mode for period of 10 Years in 2 Public Health Divisions of Odisha -Keonjhar& Koraput proposed or being developed by the \*\*\*\*\* (the “Authority”) including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/or until the entering into of the EPC Contract with the Authority.

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

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

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

Witness

- 1
- 2

Accepted

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

(Notarised)  
Person identified by me/  
personally appeared before  
me

Attested/ Authenticated\*  
(\*Notary tospecify as  
applicable) (Signature  
Name and Address of the  
Notary)

Seal of the Notar

Registration No. of the Notar

Date:.....

*Notes:*

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

## Form Tech 1C: Format for Power of Attorney for Lead Member of Joint Venture

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

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

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

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

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

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

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

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

Witnesses:

- 1.
- 2.

3.

*Notes:*

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

## Form Tech 1D: Format for Joint Bidding Agreement for Joint Venture

(Refer Clause 2.1.9 & 2.1.15(g))  
(To be executed on Stamp paper of appropriate value)

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

### AMONGST

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

### AND

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

### AND

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

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

### WHEREAS,

(A) [THE Government of Odisha represented by Managing Director, WATCO, Odisha, Bhubaneswar and having its offices at, Ground Floor, Unnati Bhawan, Satyanagar, Bhubaneswar-751007, Odisha (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the **Bids**”) by its Request for Proposal No.WATCO (W)- 08/2021-22 Dated 30.07.2021 (the “**RFP**”) for award of contract for “RFP for Selection of Agency for Establishment of Public Health Engineering Laboratories for Testing and Quality Monitoring of Water & Waste Water on PPP Mode for period of 10 Years in 2 Public Health Divisions of Odisha -Keonjhar& Koraput” (the “**Project**”) through an EPC Contract.

(B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

### NOW IT IS HEREBY AGREED as follows:

#### 1. Definitions and Interpretations

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

#### 2. Joint Venture

2.1 The Parties do hereby irrevocably constitute a Joint Venture (the “**Joint Venture**”) for the purposes of jointly participating in the Bidding Process for the Project.



2.1 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

**3 Covenants**

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

**4. Role of the Parties**

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

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

**5. Joint and Several Liability**

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

**6. Share of work in the Project**

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

First	Party:
Second	Party:
{Third	Party:}

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

**7. Representation of the Parties**

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

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

authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

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

**8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the “Defects Liability Period”) is achieved under and in accordance with the EPC Contract, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

**9. Miscellaneous**

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:	SECOND PART	THIRD PART
(Signature)	(Signature)	(Signature) (Name)
(Name)	(Name) (Designation)	(Designation)
(Designation) (Address)	(Address)	(Address)

In the presence of:

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

**Notes:**

- 1 The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- 2 Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.

For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

## Form Tech 1E: Format for Responsibility Distribution in case of Joint Venture

Following indicative table provides the details of the distribution of responsibilities between the members of the consortium party, (the Bidder can add other details as per the requirement):

S.No.	Responsibility	Responsible Member of the Consortium Party
<b>1.</b>	<b>Establishment of Water and Waste Water testing laboratory</b>	
	Finance	
	Procurement	
	Erection and Commissioning	
<b>2.</b>	<b>Operational Responsibilities</b>	
	Collection of Water and Waste Water Samples for Testing	
	Conducting Water and Waste Water Parameter Testing	
<b>3.</b>	<b>Reporting</b>	
	Reporting of Daily Test Reports	
	Creation of MIS Database Management	
	<b><i>And any other details</i></b>	

Authorized Signature [In full and initials]:

Name and Title of Lead Signatory:

Name of Lead Firm:

Address:

## Form Tech 2A: Summary of Bidder's Organization

### General Details:

S.No	Name of the organization/ Firm/ Institute	
1	<b>Permanent address</b> Tel : Fax: Email id :	
2	<b>Name of the Authorized person for submitting the proposal</b> Mobile No. : Email id : (Attach Authorization letter of Competent Authority)	
3	<b>Tender fee Details</b> Amount : DD No. : Issuing Date: Name of the Bank:	
4	<b>EMD Details</b> Amount : DD No. : Issuing Date: Name of the Bank	
5	Discloser information as per Section 2, Clause 2.4, Instruction to Bidder	
6	<b>Whether the agency was ever blacklisted:</b> Y/N If yes whether that blacklisting was not cancelled: Y/N (If yes, attach copy of same and the affidavit after this table)	
7	<b>Brief professional background of the Organization</b>	
8	<b>Confirm to carry assignment as per TOR of RFP</b>	Yes
9	<b>Confirm to accept all term &amp; conditions specified in RFP documents</b>	Yes
10	Confirm whether you have experience of establishing and operating at least one water testing NABL certified laboratory fulfilling the testing requirement of this RFP	

(In case of consortium, details to be furnished for all members)

Authorized Signature [In full and initials]:

Name and Title of Lead Signatory:

Name of Lead Firm:

Address:

**Form Tech 2B: Eligibility Criteria Details****(As per Clause 2.2 of Volume 1)**

<b>S. No.</b>	<b>Requirement</b>	<b>Details</b>
<b>1</b>	<b>Date and Year of Registration</b>	
1.1	Bidder 1 Name (Lead Bidder)	<i>dd/mm/yyyy</i>
	Copy of Registration on Page no.	<i>xx</i>
1.2	Bidder 2 Name	<i>dd/mm/yyyy</i>
	Copy of Registration on Page no.	<i>xx</i>
<b>2</b>	<b>Average Turnover (INR) (lead bidder)</b>	<i>xxxxxxxxxx.xx</i>
	Copy of CA Certificate Document on Page no.	<i>xx</i>
<b>3</b>	<b>Established NABL Accredited Testing Lab</b>	
	Established by Bidder	<i>name</i>
	Establishment Date	<i>dd/mm/yyyy</i>
	Client Name	<i>name</i>
	Client Contact Details	<i>address: email id: contact no.:</i>
	Provided NABL accreditation certificate along with annexure with details of various tests covered under the accreditation	<i>yes/no</i>
	Certification provided on Page No.	<i>xx</i>
<b>4</b>	<b>Experience of Conducting Water/Waste Water Testing</b>	
<b>4.1</b>	<b>Physical Parameters</b>	
	<i>(All Required)</i>	
1	Color (Pt. Co)	<i>yes/no</i>
2	Odour, TON	<i>yes/no</i>
3	pH	<i>yes/no</i>
4	Turbidity (NTU)	<i>yes/no</i>
5	Free residual chlorine	<i>yes/no</i>
6	Total dissolved solid	<i>yes/no</i>
7	Conductivity	<i>yes/no</i>
4.1.1	NABL Accreditation Certificate Provided	<i>yes/no</i>
	Page No. of NABL Certification with Annexure	<i>xx</i>
4.1.2	Latest testing Reports Provided	<i>yes/no</i>
	Page No. of Latest Testing Reports	<i>xx</i>
4.1.3	Client Name	<i>name</i>
	Client Contact Details	<i>address: email id:</i>

S. No.	Requirement	Details
		<i>contact no.:</i>
<b>4.2</b>	<b>Chemical and Bacteriological Parameters</b>	
	<i>(At least 5 required)</i>	
1	Alkalinity	<i>yes/no</i>
2	Hardness	<i>yes/no</i>
3	Ammonia	<i>yes/no</i>
4	Calcium	<i>yes/no</i>
5	Chloride	<i>yes/no</i>
6	Fluoride	<i>yes/no</i>
7	Iron	<i>yes/no</i>
8	Manganese	<i>yes/no</i>
9	Magnesium	<i>yes/no</i>
10	Nitrate	<i>yes/no</i>
11	Sodium	<i>yes/no</i>
12	Potassium	<i>yes/no</i>
13	Sulphate	<i>yes/no</i>
14	Dissolved Oxygen	<i>yes/no</i>
15	Coilform organism, MPN/100ml	<i>yes/no</i>
16	E-coli (Present/Absent), MPN/100ml	<i>yes/no</i>
17	MS2PHAGE, PFU/100ml	<i>yes/no</i>
4.2.1	NABL Accreditation Certificate Provided	<i>yes/no</i>
	Page No. of NABL Certification with Annexure	<i>xx</i>
4.2.2	Latest testing Reports Provided	<i>yes/no</i>
	Page No. of Latest Testing Reports	<i>xx</i>
4.2.3	Client Name	<i>name</i>
	Client Contact Details	<i>address: email id: contact no.:</i>
<b>5</b>	<b>No. of Contractual Employees</b>	
5.1	Bidder 1 Name (Lead Bidder)	
	Form Tech 4 Page no.	<i>xx</i>
5.2	Bidder 2 Name	
	Form Tech 4 Page no.	<i>xx</i>

***The above are required to be furnished by the firm to meet the eligibility criteria***

Authorized Signature [In full and initials]:

Name and Title of Lead Signatory:

Name of Lead Firm:

Address:

### Form Tech 3: Financial Details of Lead Bidder

**FinancialDetails:**

S.N.	Year	Annual Turnover* of the firm / agency (in INR)	Profit After Tax (in INR)	Annual Net Worth (in INR)
1	2018-19			
2	2019-20			
3	2020-21			
4	Average for 3 years			

(Certificate from Chartered Accountant for the turn over to be enclosed along with the copies of balance sheets.)

Authorized Signature [In full and initials]:

Name and Title of Lead Signatory:

Name of Lead Firm:

Address:



## Form Tech 4: Institutional Details of Lead Bidder

### (A) Institutional Strength (Quality and Number of Own Technical Experts)

#### Professionals having specialization in Chemistry/Zoology/Microbiology

S.N.	Name of the Expert	Highest Qualification	Total Years of Experience	Total years of water testing lab experience	Address and Contact No.

Expert should possess at least Bachelor's Degree, preferably Master's Degree or equivalent qualification in Chemistry, Zoology or Microbiology with water/waste water testing experience of minimum 3 years.

Add rows for additional number if necessary.

### (B) Total Number of personnel in payroll as of **1<sup>st</sup> August 2021.**

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

## Form Tech 5A: Experience of Bidder

### I. Experience in any testing laboratory:

#### a. Total number of NABL accredited testing laboratories

Sl. No.	Client Name	Project Name	Start date – End date (dd/mm/yy – dd/mm/yy)	Client Contact Details (mail id, Contact no.)	Executing Agency in case of Consortium	Contract Value (in INR)	NABL Accredited Labs Address	NABL Accreditation Certificate on Pg. No.	Form 5B on Page No.	Work Order/ Completion Certificate on Page no.

*On-going assignments are allowed*

#### b. Total number of Testing Parameters having NABL accreditation

Sl. No.	Name of the NABL Accredited Parameter	NABL Accreditation Certificate provided on Pg. No.	Start date – End date (dd/mm/yy – md/mm/yy)	Executing Agency in case of Consortium

**II. Experience in Water/Waste Water Testing laboratory:**

**a. Total number of NABL accredited water/waste water testing laboratories**

Sl. No.	Client Name	Project Name	Start date – End date (dd/mm/yy – dd/mm/yy)	Client Contact Details (mail id, Contact no.)	Executing Agency in case of Consortium	Contract Value (in INR)	NABL Accredited Labs Address	NABL Accreditation Certificate on Pg. No.	Form 5B on Page No.	Work Order / Completion Certificate on Page no.

***On-going assignments are allowed***

**b. Total number of water/ waste water testing Parameters having NABL accreditation**

Sl. No.	Name of the NABL Accredited Parameter	NABL Accreditation Certificate provided on Pg. No.	Start date – End date (dd/mm/yy – md/mm/yy)	Executing Agency in case of Consortium

Form 5B is given further. Work Order/Completion Certificate of the project mentioned here should follow after its Form 5B details, further followed by the NABL Accreditation certification for the project, if any.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

## Form Tech 5B: Past Relevant Experience of Bidder

### (Project Details)

Project Name:	Country:
Project location within the country:	No. of professional staff provided by your firm:
Name of the client:	Professional staff months provided by your firm:
Address and contact person (client): ..... Phone No..... Fax No..... Email id.....	Value of the assignment (in INR): Approximate value of services provided by your firm / agency (in INR):
Start Date:	End Date:
Detailed narrative description of the project with NABL Accredited Status, if any (for lab or for tests):	
Model / project structure adopted for the project implementation (if applicable):	
Description of actual services provided by your firm:	

## **Form Tech 6: Approach and Methodology**

### **Methodology including Management Plan**

A detailed write-up under the following heads to be submitted along with this offer.

1. Appreciation of the project and response to the ToR (In 5000 words)
2. Methodology including work plan and proposed management plan (In 5000 words)

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

## Form Tech 7: Declaration on Provision of Equipment by Bidder

To:

THE MANAGING DIRECTOR, WATCO,  
ODISHA, BHUBANESWAR

**Subject: Confirmation of bidder to provide the laboratory equipment as per requirements given in Section – 6, ToR, Annexure – 2.**

Sir,

We, the undersigned, like to confirm that the equipment proposed by us (as listed in Annex 1 to this form) to be installed in proposed laboratories meets all the specifications/ requirements laid under RFP, Volume 2, ToR, Annexure – 2.

We would also like confirm that during the time of installations of equipment across each of the proposed laboratories, we shall be bound to replace the proposed equipment by us if it fails to meet the specifications/ requirements laid under RFP, Section – 6, ToR, Annexure – 2. and is rejected by WATCO.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

**Enclosure:**

**List of equipment proposed by bidder and bidder's confirmation****Divisional Laboratory**

**(The make options of each of the instruments and equipments is mentioned in Volume 2: Table 2. Only one from the specified options is acceptable.**

S	Description of Items	Make	Cost per Unit (INR)	Confirmation of Specifications as per RFP, Vol 2- Table 2 (Yes/No)	No. of Units Deployed Keonjhar	No. of Units Deployed Koraput
1	2	3	4	5	6	7
A	Interiors & Modular Design					
1	Interiors	Lump Sum	700000			
2	Modular Design	Lump Sum	1000000			
		Total	1700000			
B	Instruments					
1	*Flame photometer	Labtronics	117760		1	1
2	*Spectrophotometer (Visible & Ultra violet)	Shimadzu	750000		1	1
3	*Spectrophotometer (Visible)	Systronics	87500		1	1
4	*Nephelometer (Table Top)	Hanna	129800		1	1
5	Nephelometer (Handheld)	Thermo	79999		1	1
6	*Monopan Digital Balance, Chemical	Aczet TFT	170864		1	1
7	*Conductivity Meter( Table Top)	Thermo	77000		1	1
8	Conductivity Meter (Handheld)	Eutech	106195		1	1
9	*pH Meter (Table Top)	Thermo	95000		1	1
10	Refrigerated Shaking Incubator	Repaar	127800		1	1
11	pH Meter ( Handheld)	Eutech	70091		1	1
12	Jar Test Apparatus with 6 nos Jar	Esico	66900		1	1
13	*Biosafety Cabinet SIZE- 4' X 2' X 2'	Genist	250000		1	1
14	Dissolved Oxygen Meter	YSI	160000		1	1
15	Ultrapure Water System	Millipore	600000		1	1

S	Description of Items	Make	Cost per Unit (INR)	Confirmation of Specifications as per RFP, Vol 2- Table 2 (Yes/No)	No. of Units Deployed Keonjhar	No. of Units Deployed Koraput
1	2	3	4	5	6	7
C	Equipment					
1	*Muffle Furnace Temperature up to 1200o C	Scientech	145000		1	1
2	Magnetic Stirrer Capacity upto 5 Ltr	Biocraft	1500		2	2
3	Oven Digital Size-60cmx 45cm x45cm	EIE	100300		2	2
4	Autoclave Horizontal	Sanco	115640		1	1
5	Autoclave Vertical	Ocean (OLSC)	171000		1	1
6	Membrane Filter Assembly	Borosil	49000		2	2
7	Incubators 37oC	M.K. Scientific	168700		1	1
8	Incubators 44OC	M.K. Scientific	168700		1	1
9	Centrifuge (Adjustable rpm upto 20,000 Rpm)	Khera	113280		1	1
10	Digital Colour Comparator for residual Cl2	Hach	64898		2	2
11	Chlorine Comparator	Chloroscope	950		1	1
12	Colony Counter	Saraswati Scientific	23894		1	1
13	Vacuum Pump	KF 16	33430		2	2
14	Hot Plates	AI Scientific	15000			
15	Heating Mantle	SSFW	9440		2	2
16	Fume Cupboard	Scientech	288000		1	1
17	Physical Balance	Labkafe	5000		1	1
18	Water Bath with 12 concentric Holes	IEDPL	75000		1	1
19	Desiccators	Kasablanka	3100		2	2
20	*BOD Incubator	YSI	220500		1	1
21	*COD reactor	Lovibond	99900		1	1
22	Rotary Shaker	Labline	98500		1	1
23	Double distillation unit	Dinesh Scientific	100000		1	1



S	Description of Items	Make	Cost per Unit (INR)	Confirmation of Specifications as per RFP, Vol 2- Table 2 (Yes/No)	No. of Units Deployed Keonjhar	No. of Units Deployed Koraput
1	2	3	4	5	6	7
24	Deep Freezer ( Temp range 20* C (can be varied from 0*C to 26*C), Microprocessor based Controller with RTD Sensor (PT 100), Display Resolution 01oC, Control Accuracy, +3oC, Insulation, High Density Polyurethane Insulation (PUF) )	M.K.Scientific	289988		1	1
D	Miscellaneous Equipment					
1	*Refrigerator (Double Door 310 ltr to 330 ltr Capable of Working on 220 Volt + 12 % AC 50 Hz, CFC free with all standard accessories )	Leonard	43500		1	1
2	Fuel Gas Cylinder or Pipe Gas Supply (LPG)		5000		1	1
3	Burners ( Bunsen )	Usha	2000		1	1
4	*Fire Extinguisher ISI Mark	Fire Shield	8000		3	3
5	First aid kit	Himnish	5000		1	1
6	Safety Equipment (Goggles, Apron, Gloves, Gas mask) of ISO Standard				1	1
7	*UPS/Inverter 5kw	Microtech & Battery	292900		1	1
8	*PC with printer ( 500 GB HD, 4 GB RAM, Latest Window Operating System	HP, XEROX	187900		2	2
9	Telephone	Panasonic intercom	20734		1	1
10	Internet	BSNL	5000		1	1
11	*Motorcycles with sampling kits	TVS	61190		1	1
11	*Air Conditioner ( 5	VOLTAS	44000		3	3

<b>S</b>	<b>Description of Items</b>	<b>Make</b>	<b>Cost per Unit (INR)</b>	<b>Confirmation of Specifications as per RFP, Vol 2- Table 2 (Yes/ No)</b>	<b>No. of Units Deployed Keonjhar</b>	<b>No. of Units Deployed Koraput</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
2	Star rated 2 ton capacity					
13	Ice Box		1500		1	1
14	Wash Station ISI Mark	Udyogi	9000		1	1

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address

## Section 5. Financial Proposal – Standard Forms

### Form FIN 1: Financial Proposal Submission Form

[Location, Date]:.....

To:

Dear Sir:

We, the undersigned, offer to provide the consulting Assignment/job for Establishment and Operationalization of two divisional laboratories in accordance with your Request for proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of the Domestic taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Pt. No. 11 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

**Enclose: Financial Proposal**

## Form FIN 2: Summary of Financial Proposal

Sl. No.	Type of Costs	Amount (In INR.)
1	Capital Costs (Form Fin 3)	
2	Total Monthly Remuneration Costs (Form Fin 4)	
3	Taxes as applicable	
	Total Costs	

- a) All applicable taxes including GST as applicable is included in the fee quoted above.
- b) Fee offered above shall remain firm and fixed till completion of the contract.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

### Form FIN 3: Format for Capital Costs(Quantity to be specified for Divisional Labs)

The financial quotation of the bidder towards capital cost shall be 100% of the total capital project quoted by bidder in table given below:

(Make of the instruments and equipments to be selected from the specified list in Volume 2: Table 2)

SL	Description of Items	Make	Units	Capital Costs (Cost of the Interiors/ Equipments/ Instruments) In Rs.		
				Keonjhar	Koraput	Total Cost
1	2	3	4			
	<b>Total Capital Cost</b>					
<b>A</b>	<b>Interiors &amp; Modular Design</b>					
1	Interiors					
2	Modular Design	Godrej, MOTT, LABOFAB				
<b>B</b>	<b>Instruments</b>					
1	*Flame photometer	HACH/KRUSS/SHERWOOD	1			
2	*Spectrophotometer (Visible & Ultra violet)	HACH/ORION/MERCK/AGILENT	1			
3	*Spectrophotometer (Visible)	HACH/ORION/MERCK/AGILENT	1			
4	*Nephelometer (Table Top)	HACH/MERCK/WTW/EUTECH	1			
5	Nephelometer (Handheld)	HACH/ORION/MERCK/WTW	1			
6	*Monopan Digital Balance, Chemical	SCHIMATZU/DENVER/ANAMED / METTLER	1			
7	*Conductivity Meter (Table Top)	HACH/ORION/MERCK/WTW	1			
8	Conductivity Meter (Handheld)	HACH/ORION/MERCK/WTW	1			
9	*pH Meter (Table Top)	HACH/ORION/MERCK/WTW	1			
10	Refrigerated Shaking Incubator	Remi/Biogene	1			
11	pH Meter ( Handheld)	HACH/ORION/MERCK/WTW	1			
12	Jar Test Apparatus with 6 nos Jar	ACCUMAX/IKON/HACH/PHEPPS & BIRDS	1			
13	*Biosafety Cabinet SIZE- 4' X 2' X 2'	ACCUMAX/BIONICS/LAMSYSTEMS/LABGARD	1			
14	Dissolved Oxygen Meter	HACH/WTW	1			
15	Ultrapure Water System	Milipore, Pall	1			
<b>C</b>	<b>Equipment</b>					
1	*Muffle Furnace Temperature up to	REMI	1			

SL	Description of Items	Make	Units	Capital Costs (Cost of the Interiors/ Equipments/ Instruments) In Rs.		
				Keonjhar	Koraput	Total Cost
1	2	3	4			
	1200o C					
2	Magnetic Stirrer Capacity upto 5 Ltr	REMI	2			
3	Oven Digital Size- 60cmx 45cm x45cm	REMI	2			
4	Autoclave Horizontal	EQUITRON	1			
5	Autoclave Vertical	EQUITRON	1			
6	Membrane Filter Assembly	MILLIPORE	2			
7	Incubators 37oC	REMI/BIOGENE/B LUESTONE	1			
8	Incubators 44OC	REMI/BIOGENE/B LUESTONE/HONO TEX	1			
9	Centrifuge (Adjustable rpm upto 20,000 Rpm)	REMI	1			
10	Digital Colour Comparator for residual Cl2	HACH/MERCK	2			
11	Chlorine Comparator	LOVIBOND/ LAMOTTE	1			
12	Colony Counter	HACH/FISCHER/H IMEDIA/MILIPOR E	1			
13	Vacuum Pump	MILIPORE	2			
14	Hot Plates	REMI/SATYAM/TE MPO				
15	Heating Mantle	REMI/SATYAM/TE MPO	2			
16	Fume Cupboard	ACCUMAX/GODRE J/MOTT	1			
17	Physical Balance	KEROY	1			
18	Water Bath with 12 concentric Holes	REMI/SATYAM/TE MPO	1			
19	Desiccators	BOROSIL	2			
20	*BOD Incubator	WTW/MERCK/HACH/PCE	1			
21	*COD reactor	MERCK/HACH	1			
22	Rotary Shaker	REMI/TEMPO	1			
23	Double distillation unit	BOROSIL	1			
24	Deep Freezer ( Temp range 20* C (can be varied from 0*C to 26*C), Microprocessor based Controller with RTD Sensor (PT 100), Display Resolution 01oC, Control Accuracy, +3oC, Insulation, High Density Polyurethane Insulation (PUF) )	REMI	1			
<b>D</b>	<b>Miscellaneous Equipment</b>					
1	*Refrigerator (Double Door 310 ltr to 330 ltr Capable of Working on 220 Volt + 12 % AC	VOLTAS / LG	1			

SL	Description of Items	Make	Units	Capital Costs (Cost of the Interiors/ Equipments/ Instruments) In Rs.		
				Keonjhar	Koraput	Total Cost
1	2	3	4			
	50 Hz, CFC free with all standard accessories )					
2	Fuel Gas Cylinder or Pipe Gas Supply (LPG)	INDANE/HP/BHARAT	1			
3	Burners ( Bunsen )		1			
4	*Fire Extinguisher ISI Mark	AMEREX/CEASEFIRE/OMEX/KANEX	3			
5	First aid kit	JOHNSON & JOHNSON	1			
6	Safety Equipment (Goggles, Apron, Gloves, Gas mask) of ISO Standard	SIGMA/ALDRICH/HONEYWELL	1			
7	*UPS/Inverter 5kw	MICROTECH,EXIDE,LUMINOUS,APC	1			
8	*PC with printer ( 500 GB HD, 4 GB RAM, Latest Window Operating System	HP/DELL	2			
9	Telephone	Preferably BSNL Landline	1			
10	Internet	Preferably BSNL Broadband	1			
11	*Motorcycles with sampling kits	HERO/HONDA/BAJAJ/TVS	1			
12	*Air Conditioner ( 5 Star rated 2 ton capacity	DAIKIN/LLOYD	3			
13	Ice Box	MILTON	1			
14	Wash Station ISI Mark	GODREJ/SIGMA	1			

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address

**Form FIN 4: Format for Monthly Remuneration**

The bidder shall be required to quote their year wise monthly remuneration towards carrying out operations & maintenance costs of running proposed laboratories. The operation and maintenance cost shall not be less than 25% of capital cost quoted by the bidder otherwise the tender will be declared invalid.

S. No.	Divisional Laboratory	Location	Monthly Remuneration (In Rs. Lakhs)**										Total Remuneration = ( $\Sigma$ monthly remuneration from Y1 to Y10)*12 (INR)	
			For Y1	For Y2	For Y3	For Y4	For Y5	For Y6	For Y7	For Y8	For Y9	For Y10		
1	Keonjhar													
2	Koraput													

Annual quantity has been fixed as per RFP, Volume 2 - ToR, Table no. 4. Please note the proposed monthly fee in the first year shall be escalated after every year by 5%. In the event of any calculation error, Year 1 figure will be considered for evaluation as per the formula given below:

**Monthly Remuneration for Year 'N' = Monthly Remuneration of Year 'N-1' + 5%**

**\*Monthly Remuneration of Year 'N-1', where 'N' = Y2 to Y10.**

For example, Monthly Remuneration for Y2 = Monthly Remuneration of Year 1 + 5%

\* Monthly Remuneration of Year 1, and likewise for subsequent years.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:



**Form FIN 5: Format for Unit Costs**

In this Form, bidders are required to quote per unit costs for conducting specific tests as mentioned below. Please note: The proposed unit rates to conduct specific test quoted in the first year shall be escalated after every year by 5%.

SI	Parameters	Unit cost (INR) as per the monthly remuneration
<b>A</b>	<b>Water Testing Parameters</b>	
	<b>Physical</b>	
1	Color (Pt. Co)	
2	Odour, TON	
3	pH	
4	Turbidity (NTU)	
5	Free residual chlorine	
6	Total dissolved solid	
7	Conductivity	
	<b>Chemical</b>	
8	Alkalinity	
9	Hardness	
10	Ammonia	
11	Calcium	
12	Chloride	
13	Fluoride	
14	Iron	
15	Manganese	
16	Magnesium	
17	Nitrate	
18	Sodium	
19	Potassium	
20	Sulphate	
21	Dissolved Oxygen	
	<b>Bacteriological</b>	
22	Coilform organism, MPN/100ml	
23	E-coli (Present/Absent), MPN/100ml	
25	MS2PHAGE, PFU/100ml	
<b>B</b>	<b>Waste Water Testing Parameters</b>	
26	COD	
27	BOD	
28	Faecal Coilform organism, MPN/100ml	
29	Solids (fixed + volatile)	Gravimetry

**\*Note: The unit cost of the tests should match with the monthly remuneration quoted by the Bidder.**

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

## Section 6. Terms of Reference

The Scope of the Project (the "Scope of the Project") shall mean and include during the Concession Period:

- a) Planning and designing of the Project Facilities including the Laboratory Facilities at the Project Site comprising of <<Insert the no. of laboratory >> different divisions/locations and thereafter, get it approved from the Design Approval Committee, as per the laid down provisions of this Concession Agreement and Schedules hereof.
- b) Complete the interiors finishing of the Laboratory Facilities.
- c) Order, procure and install the Equipment, furniture and other amenities in the Laboratory Facilities in accordance with the provisions of this Concession Agreement and Schedules hereof.
- d) Operation and Maintenance of the Project in accordance with the provisions of this Concession Agreement and the Schedules hereof.
- e) Demand and collect Service Charges etc, from the PHEO and other Customers availing the services at the Laboratory Facilities, as per the laid down provisions of the Concession Agreement and the Schedules hereof.
- f) Performance and fulfillment of all other obligations of the Concessionaire in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under this Agreement.

Detailed terms of reference are included in Volume 2 of this RFP.

***In addition to the above-stated Scope of Work, the Concessionaire shall adhere to all the terms & conditions set forth in this Concession Agreement and the Schedules hereof.***

**Schedule-L**

**Form of Bid-Security Declaration**

**(As per Finance Department O.M. No.8943 Dt.18.03.2021)**

Bid Identification No:- WATCO(W)-8 / 2021-22 Dt. 30.07.2021

To

**The Managing Director,**

**WATCO, Bhubaneswar.**

Sir,

I/We the under signed, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid-Security Declaration.
  
2. I/We accept that the Authority/ Employer/ Tender Inviting Authority shall cancel our empanelment, and / or suspend/ prohibit/ debar/ blacklist from participating in bidding in any contract of the State for a minimum period of 180 days, if we are in breach of our obligation (s) under the bid conditions, because we:
  - (a) have withdrawn our Bid prior to the expiry date of the bid validity specified in the Letter of Bid or any extended date provided by us; or
  
  - (b) having been notified of the acceptance of our Bid by the Employer prior to the expiry date the bid validity in the Letter of Bid or any extended date provided by us,
    - i. fail or refuse to furnish the performance Security and, Additional performance Security, if required in accordance with the ITB/ Terms of the Bid Document/RFP, or
  
    - ii. fail to agree to the decisions of the contract negotiation meeting or
  
    - iii. Fail or refuse to execute the Contract.
  
3. I/We understand this Bid-Security Declaration shall expire if we are not the successful Bidder, upon the earlier of your notification of the name of the successful Bidder, through award of contract (ii) after the expiry date of the Bid validity.

4. I/We also understand that this declaration has to be submitted along with the bid and claim in a subsequent date will not be considered by the tender inviting authority.

Name of the Bidder\* \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the Bid

Signature of the person named above

Date of Signature

\*: In the case of the Bid submitted by joint venture specify the name of the joint Venture as Bidder

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

*Note: In case of a Joint Venture, the Bid-Security Declaration must be in the name of all members to the Joint Venture that submits the bid*