

# Formation and Election of Pani Panchayats in U.I Right Canal Extension

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## **GOVERNMENT OF ODISHA**

### **DEPARTMENT OF WATER RESOURCES**

**EOI Identification No.: EE,UIRCD-III- 01/2015-16**

**Expression of Interest (EOI)  
FOR  
Formation and Election of  
Panipanchayats**

**FOR**

**“Upper Indravati Right Canal Extension System”**

- **Due date and time of the Pre-Bid Conference: ( Ref Cl. No.10.1& 33.1 of ITB)**
- **Due date and time of submission of the Bid : Ref Cl. No.34.1 of ITB**
- **Due date and time of opening of the  
Techno-Commercial Bid. : Ref Cl. No.35.1 of ITB**

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## **SECTION – I**

### **PREFACE (ABOUT THE PROJECT)**

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## **Section-I**

### **PREFACE**

#### **1. Introduction:**

The Upper Indravati Multi Purpose Project is situated in Nabarangpur and Kalahandi districts of Odisha. Four dams and eight dykes has been constructed to form an integrated reservoirs having gross storage capacity of 2300 Mcum. The main dam is across the river Indravati, the other three being on its tributaries i.e Podagada, Kapur and Muran. The water from the reservoir is diverted through a headrace tunnel and penstocks to power house complex having installed capacity of 600 MW (4 x 150) The regulated power house release passed through a tailrace channel to river " Hati " from where the water is picked up in a Barrage at village Mangalpur to irrigate 1,28,012 ha. (CCA) of land on both sides of the river in chronically drought – prone Junagarh and Bhawanipatna sub- divisions of Kalahandi district.

As per the original project report approved by CWC the total CCA of the Upper Indravati project was 1,09, 312 ha. The ayacut was restricted up to river "Tel" in the Left Canal system and river "Sagada" in the Right canal system. Subsequently, it was decided during 1998 to extend the left canal system to chronically drought affected Junagarh, Golamunda Blocks beyond river "Tel " to provide irrigation to 10,224 ha of additional CCA. Similarly, it was also decided to extend the right canal system beyond river "Sagada" up to river "Ret" for covering extra ayacut of 15,260 ha in Bhawanipatana and Kesinga Blocks. The proposal to irrigate 25,484 ha by the Extension Project was approved on the 70<sup>th</sup> TAC on Irrigation ,Flood Control and Multipurpose Project held on 27.01.1999 and approved by Planning Commission, Govt. of India.

#### **The detailed CCA of UIIP**

<b>System</b>	<b>CCA as per Original project Report (ha)</b>	<b>CCA as per Revised proposal (ha.)</b>
Left Canal system	49, 085	59,309
Right Canal system	27, 195	42, 455
Lift Canal system	33, 032	26, 248
<b>Total</b>	<b>1, 09, 312</b>	<b>1, 28,012</b>

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## 1.0 PRESENT STATUS OF VARIOUS COMPONENTS.

### HATI BARRAGE :-

The construction of Hati Barrage is completed and impounding has started since 1987.

### 1.1 LEFT CANAL SYSTEM :-

The Left canal system comprises of one Main canal of 52 KM of length ending at river Tel, two branch canals of length of 48.34 Km, 11 Distributaries of total length of 147.34 KM and minors and sub – minors of length 584.13 Km. The Main Canal from 0.00 Km to 15 Km with all off taking channels has been completed with the state fund and providing irrigation to an ayacut area of 4260 Ha. CCA from the year 1987 at a cost of Rs. 1807.03 lakhs

The Main canal from RD 15 Km to 52 Km with all off taking channels have been completed with the loan assistance of OECF (Overseas Economic Co-operation Fund ) Japan and has been providing irrigation to an ayacut of 47,185 ha. (CCA) from the year 1999 at a cost of 3599.83 Million Japanese Yen.

### 1.2 RIGHT CANAL SYSTEM

The Right Canal system comprises of Right Main canal of 84 Km length up to River Sagada, three distributaries of total length of 27 Km and 69 Nos. of Minor and sub – minors having total length of 335 Km to irrigate an ayacut area of 27, 195 ha. (CCA). The system was started during 1987-88 from state's own resources. An expenditure of Rs. 4633.22 lakhs has been incurred from the own resources of the State Government up to March 1996. During the 1996-97 the balance works of Right Canal System was taken up from AIBP loan assistance of Government of India at an appraisal cost of Rs. 152.74 Cr. The Right Canal System has been completed during 2004-05 and an ayacut of 25,570 ha been created in the Right Canal System.

### 1.3 EXTENSION OF LEFT AND RIGHT CANAL SYSTEM

The Proposal for extension of Left and Right Canal system has been approved by the Technical Advisory Committee of MOWR, Government of India on its 70<sup>th</sup> meeting held on 27.01.1999 and has also obtained investment clearance from planning commission vide No2(73)99-WR dated 18.03.03 and administrative approval was also accorded by the State Government for an amount of Rs. 136.67

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crores vide DOWR letter No Major-Irr.-III-30/01-18991 dated 31.05.03. The revised estimated cost of the extension project is Rs 564.77 Crore(2008 price level).Which has been accepted in 98<sup>th</sup> TAC of MoWR,GOI,New Delhi and conveyed vide CWC letter No.16/27/2008-PA(N)/1363-140L dated 28.07.2009. The expenditure incurred in extension project up to March,2015 is **Rs 556.48** Crores.The Extension Project has been completed.

## **1.3.1 EXTENSION OF LEFT CANAL SYSTEM**

In extension of left canal system , the Golamunda Distributary off-takes from Chilichila Branch Canal at RD 11.50 Km has been extended up to Golamunda Block to a length of 42.84 Km after crossing River **Tel** with an additional irrigation potential of 10,224 ha in Junagarh and Golamunda Blocks of Kalahandi District. The distribution systems comprises 175.50 Km in length. The Left Canal Extension has been completed and providing irrigation.

## **1.3.2 EXTENSION OF RIGHT MAIN CANAL SYSTEM**

The Right Main canal system is extended beyond river Sagada up to River Ret with a length of 22.18 Km to irrigate 15,260 ha. of additional CCA in Bhawanipatna and Kesinga Blocks of Kalahandi District. The Right Main Extension Canal is 22.18 Km and almost completed except Sagada Crossing.The Branch Canal is 20.16 Km and is under progress. The Right Extension Project has been completed.

As per guidelines of Government of India, Irrigation projects availing AIBP Assistance should execute Command Area Development in the developed ayacut concurrently in Pari-Pasu with AIBP works. Accordingly the Command Area Development (CAD) programme has been initiated in the Upper Indravati Irrigation Project Extension Projects from January, 2014. In participatory Irrigation Management, formation of WUA (Water User's Association) or Pani panchayat is a vital part for implementation of CAD & WM programme. The Upper Indravati Extension Project is taken up under A.I.B.P during 2003-04 to provide irrigation in Kalahandi District in the State of Odisha. The Project consists of two main canals i.e. Upper Indravati Right Extension Canal & U.I. Left Extension Canal. The Upper Indravati Left Extension canal comprises of 10,224 ha. of CCA and Upper Indravati Right Extension Canal will provide CCA of 15,260 ha. In order to provide equitable,

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timely & assured irrigation it is planned to create farmer's awareness in the irrigated command on Participatory Irrigation Management (PIM).

## 2-Aims and Objects of the Project:

1. After promulgation of Orissa Pani Panchayat Act 2002, it is mandatory for each and every irrigation project whether it is a major, medium, minor or lift irrigation to form Pani Panchayats to ensure participatory irrigation management for making available water to tail end area; to utilize their assets in a manner that is essential, productive, beneficial and sustainable; to maintain the distribution system for sustainable water resource management and development to adopt effective soil and water conservation technique ; to work towards maintaining and sustaining an ecological balance and prevent degradation of the environment particularly soils and quality of water; to strive towards becoming sustainable institution through a process of capacity building skill up gradation and recovery of costs wherever necessary; and to devise suitable cropping programme every season in order to optimize productivity and production consistent with the availability of water supply.

The farmers' organization (WUA) is essential for equitable supply & distribution of water by farmers for improvement of agriculture production. Its objectives are to scientific, systematic development & maintenance of irrigation infrastructure.

- (a) To ensure stable, adequate and dependable water supply to the farmers.
- (b) To ensure equitable distribution of water to 5-8 ha of each chak under each outlet.
- (c) To ensure that the system can serve as means to optimize the efficiency of irrigation.
- (d) To ensure that the system is acceptable to major portion of farmers and they are adequately involved to the system to consider it to be their own system.

## 3. Institutional Arrangement

It is proposed to engage one NGOs/Trusts registered under Society Registration Act 1860 having adequate Experience & professional Man power on Pani Panchayat Election & formation as per the provisions of the Pani Panchayat Act 2002 & Rules - 2003 and subsequent amendments time to time, to take up assignments relating to Formation & Election of Pani Panchayatas in Upper Indrāvati Extension Project in the following areas.

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(i) **Upper Indravati Right Canal Extension system.**

(a) Nos of Pani Panchayat	--	36 Nos.
(b) Nos of villages, Block & District	--	72 villages in Bhawanipatna & Kesinga Block of Kalahandi District
(c) Ayacut Area	--	15260 ha.

#### 4. Funding arrangement

The scheme is being funded by the State Government under AIBP scheme of Govt. of India. The consulting charges will be paid from the state funding.

#### 5. Existing Pani Panipanchayats:

In the existing Left Canal System there are 155 nos Pani Panchayats with 13 Distributary Committees and in Right Canal System there are 58 nos of Pani Panchayats with 4 nos Distributary Committees have been formed and functioning very smoothly.



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**SECTION-II**  
**INSTRUCTIONS TO BIDDERS (ITB)**

# Formation and Election of Pani Panchayats in U.I Right Canal Extension

## **Section-II** **Instructions to Bidders (ITB)**

1	General Instructions:	1.1	Formation and Election of Water Users' Association in Upper Indravati Right Canal Extension System in the District of Kalahandi as per PP Act 2002 and PP Rule 2003 and subsequent amendments from time to time.
2	Definitions:	2.1	<b>Government / Owner / Employer:</b> Means the Government of Odisha / Department of Water Resources.
		2.2	<b>Engineer/Engineer-in-Charge:</b> Means the Executive Engineer in charge of the works, specified parts of the works under the contract or such other departmental Assistant Executive Engineers/Assistant Engineers or Junior Engineers to whom the Engineer-in-Charge may have delegated certain duties, acting separately within the scope of the particular duties entrusted to them.  The NGO will be given a copy of the authorization designating the Engineer-in-Charge by designation and delegating him his authority at the time when contract is signed. It is however, to be distinctly understood that, no delegation of powers shall be made to such departmental assistants or subordinates, except in respect of supervision to ensure compliance of the contract conditions.
		2.3	<b>Project</b> shall mean Upper Indravati Right Canal Extension System.
		2.4	<b>Bid</b> shall mean Techno-Commercial Proposal & Price Proposal in prescribed FORMS submitted in pursuance to the document.
		2.5	<b>Act</b> means The Orissa Pani Panchayat Act 2002(Act 10 of 2002).
		2.6	<b>Rule</b> shall mean The Orissa P.P Rule 2003 and subsequent amendments from time to time.
		2.7	<b>Bidder</b> shall mean one NGOs/Trusts registered under Society Registration Act 1860, who quotes against this bid document, issued by the Owner and shall include his heirs, legal representatives, successors and permitted assignees.
		2.8	<b>Validity of the Bid:</b> the bidder shall keep the bid unchanged ( that is, the Bidder shall remain

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			committed to perform the full scope of work and responsibilities as defined in bid) during the period indicated in ITB as the “period of validity of bid”, or in any extended period as agreed to by the bidder.
		2.9	<b>LOA i.e. Letter of Award</b> shall mean the official letter issued by the Owner notifying the bidder that his bid has been accepted and it shall include amendments thereto, if any, issued by the Owner.
		2.10	<b>Month</b> shall mean the calendar month and “ <b>Day</b> ” shall mean the calendar day.
		2.11	<b>Financial Year</b> means the year starting from 1 <sup>st</sup> April to 31 <sup>st</sup> March.
		2.12	<b>Contract</b> shall mean the agreement signed by the Authorized representatives of Owner and the Selected bidder covering “the GCC, Scope of Works, Techno-Commercial Bid & Price Bid submitted by the Bidder, Letter of Award” including amendments and clarifications thereto, if any, issued by the Owner.
		2.13	<b>Chief Engineer</b> shall mean the Chief Engineer, UIIP, Khatiguda, Nabarangpur for the purpose of the Contract.
		2.14	<b>Effective Date of the Contract</b> shall mean the date of issue of work order by the respective Executive Engineer.
		2.15	<b>Competent Authority</b> means the authority appointed under section 21 of the PP Act’2002
		2.16	The Words imparting <b>Person</b> shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.
		2.17	<b>Other Terms &amp; Expression:</b> Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.
		2.18	<b>Chak</b> means an area irrigated by one outlet.
		2.19	<b>Field Channel</b> means a channel existing or to be constructed by the Government or by the land holders or by any agency to receive and distribute water from a pipe outlet.
		2.20	<b>Field Drain</b> means a channel excavated and maintained by Govt or by the land holder or by any other agency, to discharge waste or surplus water

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			from the land.
		2.21	<b>Land Holder</b> means an owner of land or a tenant or both recorded as such in the ROR under Survey and Settlement Act 1958.
		2.22	<b>ROR</b> means Record of Rights under Survey and Settlement Act 1958.
3.	Scope of NGO	3.1	<p><b>Scope of Work:</b></p> <p><b>Note:</b> Please refer to Section-IV for</p> <ul style="list-style-type: none"> <li>i. The detailed Scope of Works</li> <li>ii. Deliverables by bidder</li> <li>iii. OWNER's Responsibilities.</li> </ul>
4.	Eligibility of the Bidder	4.1	To establish their eligibility for the Project in accordance with agreed minimum Nos. & quality of Manpower as per Section-V, Bidders shall submit their Techno-Commercial Proposal consisting of the following: FORMS ( T-1 to T-4)
		4.2	Non-compliance to the above requirement even after seeking necessary clarification shall constitute the offer non-responsive.
5.	Documents Comprising the Bid	5.1	<p>The bid shall comprise two envelopes submitted separately but under one cover; one envelope containing the <b>Techno-Commercial Proposal</b> and the other containing the <b>Price Proposal</b> for Appointment of NGO. The envelope containing Techno-Commercial Proposal shall be super scribed as <b>Part-I (Techno-Commercial Proposal)</b> as under:</p> <p><b>Part-I:</b></p> <ul style="list-style-type: none"> <li>• <b>Techno-Commercial Proposal:</b></li> <li>• <b>EOI Ref. No-EE,RCD-III-01/2015-16</b></li> <li>• <b>Date &amp; Time of submission Bid Document: 19/08/2015 to 04/09/2015 up to 5.00 PM</b></li> </ul> <p>The envelope containing Price proposal shall be superscripted as Under;</p> <p><b>Part-II:</b></p> <ul style="list-style-type: none"> <li>• <b>Price Proposal:</b></li> <li>• <b>EOI Ref. No- EE,RCD-III-01/2015-16</b></li> <li>• <b>Date &amp; Time of submission Bid Document: 19/08/2015 to 04/09/2015 up to 5.00 PM</b></li> </ul>

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			<p>Price Proposal for the Project shall be submitted in <b>FORM F-1 to F-3</b> of the EOI document.</p> <p>Both the envelopes properly sealed shall be placed in a common cover which will be super scribed as under;</p> <ul style="list-style-type: none"> <li>• <b>Techno-Commercial &amp; Price Proposals.</b></li> <li>• FORMATION OF WUA</li> <li>• <b>EOI Ref. No-EE,RCD-III-01/2015-16</b></li> <li>• <b>Last Date &amp; Time of Bid Submission- 04/09/2015 up to 5.00 PM</b></li> <li>• <b>Name of the Bidder.....</b></li> </ul> <p>The Techno-Commercial Proposal for the Formation and election of WUA in UI Extension Project shall be submitted as required under this RfP including Prescribed Format: <b>T-1 to T-4.</b></p> <p>The NGO firm(s), whose Techno-Commercial Proposals do not conform to the specified requirements will be rejected as non-responsive Bids.</p> <p>Price Proposals of Techno-Commercially acceptable qualified bidder(s) for the Project shall be opened and evaluated.</p>
6.	<p>Cost of Bidding/ Cost of Bidding Document/ EMD</p> <p>Cost of bidding Document</p> <p>EMD/Bid Security</p>	<p>6.1</p> <p>6.2</p> <p>6.3</p>	<p>The Bidder shall bear all costs associated with the preparation of the bid and submission of its Bid for the Project and OWNER shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p> <p>The bidder shall pay alongwith the Techno Commercial Bid <b>Rs. 10,000/- + 5% VAT (Non Refundable)</b> in shape of Demand Draft of any Nationalized Bank in favour of <b>F.A. &amp; C.A.O.,UIIP, Mukhiguda payable at SBI, Jaipatna, Dist-Kalahandi, Odisha.</b></p> <p>The bidder shall pay along with the Techno Commercial Bid <b>Rs. 30,550.00 (Rupees thirty thousand five hundred fifty)</b> only in shape of Fixed Deposit Receipt (FDR) drawn any Nationalized bank dully pledged in favour of <b>Executive Engineer, Upper Indravati Right Canal Division No.-III, Junagarh, Kalahandi, Odisha.</b></p> <p>6.3.1 The EMD must be paid in full without concession.</p> <p>6.3.2 The EMD will be retained in the case of</p>

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			<p>successful bidder and will not carry any interest and will be dealt with as provided in the bid.</p> <p>6.3.3 EMD will be refunded to the qualified but unsuccessful bidders promptly after the work is awarded and contract signed.</p> <p>6.3.4 The EMD shall be forfeited:</p> <p>a. If the Bidder withdraws the Bid during the validity period of Bid.</p> <p>b. In case of successful Bidder, if he fails to submit ISD as specified in instructions to bidder.</p> <p>c. In the case of a successful Bidder, if he fails to sign the Contract for whatever the reason.</p> <p>6.3.5 If required, the Department may request to extend the bid validity period. In such case the validity period of the EMD may be extended by the bidder for a further period as requested by the department if the bidder agrees to extend the validity period of the bid.</p> <p>6.3.6 In case of forfeiture of E.M.D., bidder shall be disqualified and shall not be allowed to bid for further work under the department for a period of three years.</p>
7.	Language of Bid	7.1	The Bid, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and OWNER, shall be written in the English.
8.	Alternative Bids	8.1	The Bid shall be submitted strictly as per the tender requirement and as per the prescribed format. Alternative price bids shall be rejected.
9.	Clarification of Bidding document prior to the pre-bid conference	9.1	Bidders may seek clarifications in writing relating to preparation and submission of bids, scope of works, GCC etc. prior to the Pre-bid conference. Such requests will be submitted at least 2 days (excluding the date of Pre-bid meeting) before the date of Pre-bid meeting. Bidders' queries will be discussed in the pre-bid conference. The explanations to the queries and/or addenda to the EOI document shall be issued in writing.
		9.2	No clarification shall be entertained after the pre-bid conference
10.	Pre-Bid Conference	10.1	A pre-bid conference will be held on <b>28.08.2015</b> at <b>11.00 A,M</b> in the office of the Liaison Officer, UIIP, BJB Nagar, Bhubaneswar for giving clarifications, if any, on the documents. The exact date time and

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			venue of the pre-bid conference will be intimated to all the bidders in advance.
11.	Amendment of Bidding document	11.1	At any time prior to the deadline for submission of the Bids, OWNER may amend the Bidding Document by issuing addenda.
		11.2	All the clarifications including the clarifications arising out of the Pre-bid conference requiring amendment will be consolidated and shall be hosted on the Owner's website as amendment(s) to the EOI document.
		11.3	OWNER, at its discretion for any reason at its own initiative may add, modify or remove any element of the Services entirely or any part thereof from the bid document till the time of deadline for submission of bid. All bidders will be notified of any such change.
		11.4	In order to provide prospective Bidders reasonable time to take the amendments into account in preparing their bids, OWNER may, at its discretion, extend the last date for the submission of Bids.
		11.5	Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all the bidders who have obtained the Bidding Document directly from OWNER and/or through OWNER's website.
12.	Currencies of Bid	12.1	Bidders shall express their bid price in Indian Rupees only.
13.	Period of Validity of Bids	13.1	Bids shall remain valid for 90 days from the due date of submission of the Bids. A Bid valid for a shorter period shall be rejected by OWNER as non-responsive.
14.	Deadline for Submission of Bids	14.1	Bids must be received by OWNER not later than the date and time, and at the address indicated in the Bid documents.
		14.2	OWNER may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document, in which case all rights and obligations of OWNER and Bidders shall stand for the extended dead line as it stood for the original dead line.
15.	Late Bids	15.1	OWNER shall not consider any Bid that arrives after the deadline for submission of Bids. Any Bid received by OWNER after the deadline for submission of Bids shall be declared late, rejected, and shall be returned unopened to the Bidder.
16.	Withdrawal, Substitution, and Modification of	16.1	No Bid shall be withdrawn, substituted, or modified after the deadline for submission of bids.

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	Bids		
17.	Bid opening	17.1	OWNER shall conduct the opening of Techno-Commercial Proposals for Formation and Election of Water Users' Association in Upper Indravati Right Canal Extension System in the District of Kalahandi as per PP Act 2002 and PP Rule 2003 and subsequent amendments from time to time in the presence of Bidders' representatives who choose to attend at the address, date and time specified in the Bid Documents.
		17.2	The Price Proposals will remain unopened and will be held in custody of OWNER until the time of opening of the Price Proposals. OWNER shall advise the Techno-Commercially accepted bidders in writing about the date, time, and location of the opening of Price Proposals and invite them or their representative to witness Price Bid opening.
18.	Clarification of Bids subsequent to pre-bid conference	18.1	To assist in the examination, evaluation and comparison of the Bids, OWNER may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by OWNER shall not be considered. OWNER's request for clarification and the response shall be in writing.
19.	Responsiveness and Evaluation of Techno-Commercial Proposals.	19.1	A substantially responsive Techno-Commercial Proposal is one that conforms to all the terms, conditions, specifications of the Bidding Document without material deviation, reservation, or omission and that agrees to provide services as per the scope of work.
		19.2	All pages of the bid should be signed by the authorized representative of the bidder.
		19.3	The bid should conform to all conditions of bid submission laid down in ITB including full and unconditional compliance of ITB clauses No. 4, 5,6, 7,8,12,13 and 14.
		19.4	Accordingly, OWNER shall determine substantially responsive Techno-Commercial Bids submitted by the bidder for this Project.
		19.5	OWNER shall examine the Bids to establish that all terms and conditions specified in the EOI have been accepted by the Bidder without any material deviation or reservation.
		19.6	OWNER shall evaluate the Techno-Commercial



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			<p>aspects of the Bid for the execution of the Formation and Election of Water Users' Association in Upper Indravati Right Canal Extension System in the District of Kalahandi as per PP Act 2002 and PP Rule 2003 and subsequent amendment from time to time submitted in accordance with EOI, to establish that all requirements specified in the Scope of Work and quality &amp; quantity of Manpower of the Bidding Document have been met without any material deviation or reservation.</p> <p>19.7 If required, OWNER may seek necessary clarification from the bidders relating to their Techno-Commercial Proposal giving a deadline for submission of the clarification.</p> <p>19.8 If the clarification is not received by the dead line given above, the Owner shall proceed with the bid evaluation as per the information available.</p> <p>19.9 If, after the examination of the terms and conditions and the Techno-Commercial proposal of a bidder, the Owner determines that the Techno-Commercial Proposal for the execution of the work is not substantially responsive in accordance with the requirement and compliances of the EOI document, it shall reject the concerned Bid as non-responsive.</p>
20.	Bid Price	<p>20.1 The bidder shall offer the bid price for the Formation and Election of Water Users' Association in Upper Indravati Right Canal Extension System in the District of Kalahandi as per PP Act 2002 and PP Rule 2003 and subsequent amendments from time to time as per the FORMAT in Section-VI.</p> <p>20.2 If there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail.</p> <p>20.3 Except as provided in sub-clauses herein above, OWNER shall reject the Price Proposal if the same contains any other computational or arithmetic discrepancy or error.</p>	
21.	Communication of Price Bid Opening	21.1 All the Techno-Commercially acceptable bidder(s) shall be communicated of the date, time & venue of the Price bid opening at least 07 days in advance.	
22.	Comparison & Evaluation of Price Bids	<p>22.1 OWNER shall evaluate Prices of those bids which are Techno-Commercially determined to be substantially responsive and acceptable.</p> <p>22.2 To evaluate the Prices of Techno-Commercially accepted bids, OWNER shall consider the price proposal submitted for the Formation and Election of</p>	

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			Water Users' Association in Upper Indravati Extension Project in the District of Kalahandi as per PP Act 2002 and PP Rule 2003 and subsequent amendment from time to time by the bidders as per the prescribed format at Section-VI.
23.	OWNER 's Right to Accept Any Bid, and to Reject Any or All Bids	23.1	OWNER reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without assigning any reason and without incurring any liability to the Bidders.
24.	Award Criteria	24.1	The Owner shall award the Contract to the lowest evaluated responsive bidder(L-I), provided the price quoted is held to be reasonable.
26.	Award of Contract	26.1 26.2 26.3	Prior to the expiration of the period of bid validity, OWNER shall notify the successful Bidder, in writing through a letter of award, that its Bid has been accepted for award of contract. Until a formal Contract is prepared and executed, the Letter of Award shall constitute a binding Contract. Within 07 days of LOA, the NGO shall sign, date, and return the LOA copy to the Owner as acknowledgement.
27.	Signing of Contract	27.1	Within 30 days of award of LOA, the successful bidder shall sign the contract documents in non-judicial stamp paper subject to fulfillment of the following conditions and send it back to OWNER.  The conditions are; 1) Failure of the successful Bidder to sign the Contract shall constitute sufficient grounds for the annulment of the award. In that event OWNER may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by OWNER to be Techno-Commercially qualified to perform the Contract satisfactorily.
29.	Local Conditions	29.1	It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. OWNER shall not entertain any request for clarifications from the bidders, regarding such local conditions. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the contract awarded, on account of local condition, will be entertained by OWNER. Neither any change in the time schedule of the contract shall be permitted by OWNER.
30.	Disclaimer	30.1	This Expression of Interest (EOI) has been prepared

## Formation and Election of Pani Panchayats in U.I Right Canal Extension

			<p>by OWNER for Formation and Election of Water Users' Association in Upper Indravati Extension Project in the District of Kalahandi as per PP Act'2002 and PP Rule'2003 and subsequent amendments from time to time .</p> <p>Though adequate care has been taken while preparing the documents, the Bidder shall satisfy himself that document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately for discussion and resolution in pre-bid conference, after the pre-bid conference the bid document taking in to account amendment if any arising out of the pre-bid conference will be assumed to be complete in all respects unless intimation is received to the contrary from the bidder.</p> <p>While this document has been prepared in good faith, the OWNER does not make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omission herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this EOI, even if any loss or damage is caused by any act or omission on their part.</p> <p>All information submitted in response to bid shall become the property of OWNER and OWNER does not accept any responsibility for maintaining the confidentiality of the material submitted or any trade secrets or proprietary data contained therein.</p> <p>In submitting a proposal in response to the bid document, each bidder certifies that it understands, accepts and agrees to the disclaimers on this page. Nothing contained in any other provision of the bid document not any statements made orally or in writing by any person or party shall have the effect of negating or superseding of the disclaimers set forth on this page.</p>
31.	Time period of Contract:	31.1	<p>The time period for completion of the contract is <b>12(Twelve) calendar months</b> from the <b>effective date of the signing of contract</b>.</p> <p>Time is the essence of the Contract. The bidder shall endeavor to complete the contract within the contractual period by all means.</p> <p>However, under unforeseen circumstances for reasons not attributable to NGO, OWNER reserves the right to extend the contract period.</p>

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32.	Confidentiality	32.1	Information relating to the examination, evaluation, comparison of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.
		32.2	Any attempt by a Bidder to influence OWNER in the examination, evaluation, comparison of the Bids or Contract award decisions may result in the rejection of its Bid.
33.	Date , Time & Place of Pre-Bid Conference	33.1	Date.: <b>28/08/2015</b> & Time <b>11:00AM</b> Place: Office of the Liaison Officer, UIIP, BJB Nagar, Bhubaneswa-751014 .
34.	Last Date , Time & Address of submission of Bid	34.1	Date.: <b>04/09/2015</b> & Time.: up to <b>5:00 PM</b> Address: 1) Office of the Liaison Officer, UIIP, BJB Nagar, Bhubaneswar-751014.2)Office of the EE,Right Canal Division No-III,Junagarh,3) Office of the Chief Engineer,UIIP,Khatiguda
35.	Date ,Time & Place of Opening of the 1 <sup>st</sup> part ( Techno-commercial) Bid	35.1	Date.: <b>08.09.2015</b> & Time: <b>11.30 AM</b> Place: Office of the Liaison Officer, UIIP, BJB Nagar, Bhubaneswar-751014.

**SECTION-III**  
**GENERAL CONDITIONS OF CONTRACT**



# Formation and Election of Pani Panchayats in U.I Right Canal Extension

		<p>and a body corporate;</p> <p>g) a reference to legalization includes legalization repealing, replacing or amending that legalization;</p> <p>h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.</p> <p>i) in the event of an inconsistency between the terms of this Contract and the Bid document and the proposal, the terms of this contract hereof shall prevail.</p>
	5.2	<p><b>Entire Contract:</b> The Contract constitutes the entire contract between OWNER and the NGO and supersedes all communications, negotiations and contracts (whether written or oral) of parties with respect thereto made prior to the date of Contract relating to this contract.</p>
	5.3	<p><b>Amendment:</b> No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p>
	5.4	<p><b>Non-waiver :</b> Subject to GCC, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p>
	5.5	<p>Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p> <p>Severability of any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>

## Formation and Election of Pani Panchayats in U.I Right Canal Extension

6. Language	6.1	The Contract as well as all correspondence and documents relating to the Contract exchanged by the NGO and OWNER, shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
	6.2	The Bidder shall bear all costs of translation to English and all risks of the accuracy of such translation.
7. Corrupt Practices	7.1	<p>OWNER requires NGO to observe the highest standard of ethics during the execution of such contracts.</p> <p>(a) The following definitions apply:  “corrupt practice” means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract; “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; “collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the OWNER, designed to influence the action of any party in a procurement process or the execution of a contract; “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;</p> <p>(b) OWNER will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.</p>
8. Contract Price	9.1	The Contract Price shall be FIRM and fixed during the tenure of Contract in accordance with the Price Proposal annexed as Section-VI (enclosed)
	9.2	The contract price shall be inclusive of all Costs, Expenses, Overheads and Taxes & Duties (Excluding Service Tax).
	9.3	The Price for the additional assignment / deliverables over and above the defined scope of work, if any, shall be decided mutually between OWNER & NGO as per standard practices of OWNER.



## Formation and Election of Pani Panchayats in U.I Right Canal Extension

9. Terms of Payment	10.1	<p><b>Payment towards</b> Formation and Election of Water Users' Association in Upper Indravati Right Canal Extension System in the District of Kalahandi as per PP Act'2002 and PP Rule'2003 and subsequent amendments from time to time.</p> <p><b>1. (a) Monthly Payment towards Formation and Election of WUA (Form F-3)</b></p> <p>80% (Eighty Percent) of the Agreement value as per the agreed Price proposal along with corresponding taxes &amp; duties shall be released on submission of Invoice in Triplicate and against certificate by NGO duly passed by Engineer-in-Charge.</p> <p><b>(b) Final Payment:</b> Balance 20% (Twenty percent) of Formation and Election of WUA charges along with corresponding taxes and duties subject to completion of all works, testing &amp; commissioning and clearance certificates obtained from NGO and Engineer in Charge that the Work has been completed as envisaged under the scope of work.</p>
11. Taxes and Duties	11.1  11.2	<p>The prices quoted by the NGO shall be inclusive of all Costs, Expenses, Overheads and Taxes &amp; Duties (Excluding Service Tax) for the entire scope of NGO specified under Section-IV.</p> <p>However, Service tax shall be paid extra as per the prevailing rate. The liability of service tax will be to the respective accounts as per the existing provisions. TDS as applicable shall be deducted from payment to the NGOs while releasing the payment.</p>
12. Statutory Obligation	12.1	The NGO shall ensure that the statutory obligation have been fully complied under the contract with them.
13. Sub-contracting	13.1	Sub Contracting is not allowed under the contract.
14. Disclosure of Information	14.1	<p>The NGO shall –</p> <ul style="list-style-type: none"> <li>(a) keep all Records and other information in a secure location so that no un-authorized person is able to gain access to them; and</li> <li>(b) ensure Records are kept confidential and are not disclosed to any person other than the OWNER and the CE, UIIP or his sub-ordinate offices except where – <ul style="list-style-type: none"> <li>(i) required by law; or</li> <li>(ii) the OWNER's Consent is</li> </ul> </li> </ul>

## Formation and Election of Pani Panchayats in U.I Right Canal Extension

		Obtained.
15. Liability/ Indemnity	15.1	<p>The NGO hereby agrees to indemnify OWNER, for all conditions and situations mentioned in this clause, in a form and manner acceptable to OWNER. The NGO agrees to indemnify OWNER and its officers, servants, agents (“OWNER <b>Indemnified Persons</b>”) from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:</p> <ul style="list-style-type: none"> <li>i. any negligence or wrongful act or omission by the NGO or its agents or employees or any third party associated with NGO in connection with or incidental to this Contract; or</li> <li>ii. any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied Goods and Related Services or any part thereof.</li> </ul>
	15.2	<p>The NGO shall also indemnify OWNER against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.</p>
	15.3	<p>Without limiting the generality of the provisions of this article 15.1 and 15.2, the NGO shall fully indemnify, hold harmless and defend OWNER Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which OWNER Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any Goods, Related Services, information, design or process supplied or used by the NGO in performing the NGO’s obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the NGO shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Goods or Related Services, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the NGO shall promptly make every reasonable effort to secure for OWNER a license, at no cost to</p>

## Formation and Election of Pani Panchayats in U.I Right Canal Extension

	<p>15.4</p> <p>15.5</p>	<p>OWNER, emphasize continued use of the infringing work. If the NGO is unable to secure such license within a reasonable time, the NGO shall, at its own expense, and without impairing the specifications and standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.</p> <p>Survival on termination.</p> <p>The provisions of this Clause shall survive on Termination.</p> <p>Defense of Claims:</p> <p>15.5.1 If any proceedings are brought or any claim is made against OWNER arising out of the matters referred to Arbitrator. OWNER shall promptly give the NGO a notice thereof, and the NGO may at its own expense and in OWNER's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>15.5.2 If the NGO fails to notify OWNER within 28 (twenty-eight) days after receipt of such notice that it intends to conduct any such proceedings or claim, then OWNER shall be free to conduct the same on its own behalf.</p> <p>15.5.3 OWNER shall, at the NGO's request, afford all available assistance to the NGO in conducting such proceedings or claim, and shall be reimbursed by the NGO for all reasonable expenses incurred in so doing.</p>
<p>16. Limitation of Liability</p>	<p>16.1</p>	<p>Except in cases of gross negligence or willful misconduct :</p> <p>a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the NGO to pay liquidated damages to OWNER; and</p> <p>b) the aggregate liability of the NGO to OWNER, whether under the Contract, in tort, or otherwise, shall not exceed the Contract Price provided that this limitation shall not apply to any obligation of the NGO to indemnify OWNER with respect to patent infringement.</p>

## Formation and Election of Pani Panchayats in U.I Right Canal Extension

<p>17. Settlement of Disputes &amp; Arbitration:</p>	17.1	<p>Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.</p>
	17.2	<p>If any dispute or difference of any kind, whatsoever, shall arise between the Owner and the NGO arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the CE, UIIP, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the owner and the NGO.</p>
	17.3	<p>Save as hereinafter provided, such decision in respect of every matters so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the NGO who shall proceed with the Works with all due diligence, whether he or the Owner requires arbitration as hereinafter provided or not.</p>
	17.4	<p>If after the CE, UIIP has given written notice of his decision to the parties and no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.</p>
	17.5	<p>In the event of the CE, UIIP failing to notify his decision as aforesaid within thirty (30) days after being requested as aforesaid, or in the event of either the Owner or the NGO being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty days, as the case may be, either party may require that the matters in dispute be referred to arbitration as hereinafter provided.</p>
	17.6	<p>All disputes or differences in respect of which the decision, if any, of the CE, UIIP has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.</p>
	17.7	<p>The arbitration shall be conducted by three arbitrators, one each to be nominated by the NGO and the Owner and the third to be appointed as a presiding arbitrator by both the arbitrators in accordance with the Arbitration &amp; Conciliation Act-1996. If either of the</p>

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		<p>parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration. In case of failure of the two Arbitrator appointed by the parties to reach upon consensus within a period of 30 days from the appointment of Arbitrators subsequently appointed, then, upon the request of either or both parties, the presiding Arbitrator shall be appointed by Secretary, Department of Water Resources.</p>
	17.8	<p>The arbitration shall be conducted in accordance with the provisions of the Arbitration &amp; Conciliation Act-1996 or any statutory modification thereof. The venue of arbitration shall be Bhubaneswar.</p>
	17.9	<p>The decision of the majority of the arbitrators shall be final and binding upon the parties. The arbitrators may, from time to time with the consent of all the parties extend the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.</p>
	17.10	<p>The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation of the CE, UIIP in accordance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put before the CE, UIIP for the purpose of obtaining the said decision.</p>
	17.11	<p>No decision given by the CE, UIIP in accordance with the foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.</p>
	17.12	<p>During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.</p>
	17.13	<p>Fees and expenses of all the arbitrator shall be shared equally by both the parties unless decided otherwise in the Arbitration Award.</p>

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18. Governing Law	18.1	The Contract shall be governed by and interpreted in accordance with the laws of India. The jurisdiction of the Courts of law shall be High Court of Orissa, Cuttack.
19. Change in Laws and Regulations	19.1	Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of OWNER's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Works Schedule, then such Scheduled Date shall be correspondingly increased or decreased, to the extent that the NGO has thereby been affected in the performance of any of its obligations under the Contract.
20. Force Majeure	<p>20.1</p> <p>20.2</p> <p>20.3</p>	<p>For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the NGO that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the NGO. Such events may include, but not be limited to wars or revolutions, earthquake, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>If a Force Majeure situation arises, the NGO shall promptly and no later than seven days from the first occurrence thereof, notify OWNER in writing of such condition and the cause thereof. Unless otherwise directed by OWNER in writing, the NGO shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. On cessation of force measure situation, the same should to forthwith intimated by the NGO to OWNER and vice-versa.</p> <p>The decision of OWNER with regard to the occurrence, continuation, period or extent of Force Majeure shall be final.</p>
21. Change Orders and Contract Amendments	<p>21.1</p> <p>21.2</p>	<p>OWNER may at any time order the NGO through Notice in accordance with GCC, ("Change Order") to make changes within the general scope of the Contract in any of the Services to be provided by the NGO.</p> <p>If any such Change Order causes an increase or</p>





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		paid and all money to be paid for work done to the date of termination shall be in full and final satisfaction of all claims by the NGO under the Contract.
23. Default of the OWNER	23.1	If the OWNER commits a substantial breach of the Contract, the NGO may give the OWNER a notice to show cause within twenty eight (28) days why the Services should not be terminated.
	23.2	If by the time specified in a notice under clause 23.1 the OWNER fails to show reasonable cause why the NGO should not exercise a right referred to in Clause 23.1, the NGO may by notice suspend the whole or any part of the work.
	23.3	The NGO shall lift the suspension if the OWNER remedies the breach. If within 28 days after the suspension under Clause 23.2 the OWNER fails to remedy the breach the NGO may by notice to the OWNER terminate the Contract.
	23.4	The NGO shall be entitled to recover from the OWNER any direct costs incurred by it as a direct result of the termination.
24. Termination	24.1	<p>Termination for Default:</p> <ul style="list-style-type: none"> <li>a. Owner may, without prejudice to any other remedy for breach of Contract, by giving one month's notice of default to the NGO,</li> <li>b. terminate the Contract in whole or in part:</li> </ul> <ul style="list-style-type: none"> <li>(i) if the NGO fails to deliver any or all of the Services within the period specified in the Contract, or within any extension thereof granted by OWNER pursuant to GCC; or</li> <li>(ii) if the NGO, in the judgment of OWNER has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC, in competing for or in executing the Contract; or</li> <li>(iii) if, any representation made by the bidder in the proposal is found to be false or misleading; or</li> <li>(iv) if the NGO commits any breach of the Contract and fails to remedy or rectify the same within the period of four weeks (or such longer period as OWNER in its absolute discretion decide) provided in a notice in this behalf from OWNER.</li> </ul> <ul style="list-style-type: none"> <li>i. In the event OWNER terminates the Contract in whole or in part, pursuant to GCC , OWNER</li> </ul>



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		<p>may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered or not performed, and the NGO shall be liable to OWNER for any additional costs for such Services. However, the NGO shall continue performance of the Contract to the extent not terminated.</p>
	24.2	<p><b>Termination for Insolvency:</b> OWNER may at any time terminate the Contract by giving Notice to the NGO if the NGO becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the NGO, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to OWNER.</p>
	24.3	<p><b>Termination for Convenience:</b> 24.3.1 OWNER, by Notice sent to the NGO, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for OWNER's convenience, the extent to which performance of the NGO under the Contract is terminated, and the date upon which such termination becomes effective.</p>
	24.4	<p><b>Consequences of Termination:</b> Upon Termination of the Contract, the NGO shall:</p> <ul style="list-style-type: none"> <li>(i) Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the OWNER</li> <li>(ii) The OWNER with designated team will review and approve the Exit plan. In case of discontract, OWNER shall provide an exit plan to the NGO to which NGO will abide by.</li> <li>(iii) The NGO and designated officer from OWNER will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.</li> </ul>
25. Assignment	25.1	The NGO shall not assign, in whole or in part, their obligations under this Contract.
26. Confidential Information	26.1	Both parties undertake to each other to keep confidential all information (written as well as oral) concerning the business and affairs of the other, which has been obtained or received as a result of the discussion leading upto or the entering of the contract. After the entering of the contract OWNER and the NGO shall keep confidential and shall not, without the written consent of the other party hereto, divulge to

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		<p>any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the NGO may furnish to its Sub-contractor such documents, data, and other information it receives from OWNER to the extent required for the Sub-contractor to perform its work under the contract, in which event the NGO shall obtain from such sub-contractor an undertaking of confidentiality similar to that imposed on the NGO under this Clause.</p> <p>OWNER shall not use such documents, data, and other information received from the NGO for any purposes unrelated to the Contract. Similarly, the NGO shall not use such documents, data, and other information received from OWNER for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.</p> <p>26.2 The obligation of a party under GCC Sub-Clauses 26.1 and 26.2 above, however, shall not apply to information that:</p> <p>26.4.1 OWNER or NGO need to share with the institutions participating in the financing of the Contract;</p> <p>26.3 26.4.2 now or hereafter enters the public domain through no fault of that party;</p> <p>26.4 26.4.3 can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or</p> <p>26.4.4 Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality</p> <p>The above provisions of GCC shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</p> <p>Each of the parties to this contract, undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of the above clauses by its employees, agents and sub-contractors.</p>
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## Formation and Election of Pani Panchayats in U.I Right Canal Extension

	26.5	The provisions of GCC Clause 26 shall survive completion or termination, for whatever reason, of the Contract.
27. Public Disclosure	27.1	All services provided to OWNER by bidder are subject to Country public disclosure laws such as RTI etc.
	27.2	The NGO shall not make or permit to be made public announcement or media release about any aspect of this Contract unless OWNER first gives the NGO its written consent.
28. Review of Performance	28.1	A designated team / person from OWNER may review the performance of NGO against the NGO at any time. The review / audit report will form basis of any action relating to imposing liquidated damage on or breach of contract of the NGO.
29. Adherence to safety procedures, rules, regulations and restriction	29.1	NGO shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by OWNER shall be applicable in the performance of this Contract and Vendor's Team shall abide by these laws.
	29.2	The NGO shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. NGO's Team shall adhere to all security requirement/regulations of OWNER during the execution of the work. OWNER's employee also shall comply with safety procedures/policy.
	29.3	The NGO shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
	29.4	OWNER will be indemnified for all the situations mentioned in this clause in the similar way as defined in GCC.
	29.5	The employees engaged by the NGO will be guided by OWNER leave rule.

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30. Non-Solicitation of Staff	30.1	For the purpose of this contract, both parties to this contract agree, not to solicit either directly or indirectly with a view to provide or offer employment to, offer to contract with or entice a staff member of the other party to leave without the consent of the other during the term of this contract and for an additional period of 180 days after termination.
31. Intellectual Property	31.1	OWNER shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all Source code, Object code, records, reports, designs, application configurations, data and written material, products, specifications, reports, drawings and other documents which have been newly created and developed by the NGO solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The NGO undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to OWNER and execute all such contracts/ documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of OWNER. To the extent that Intellectual Property Rights are unable by law to so vest, the NGO assigns those Intellectual Property Rights to OWNER on creation.
	31.2	The NGO shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the NGO shall keep OWNER indemnified against all costs, expenses and liabilities what so ever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the NGO or its personnel during the course of performance of the Related Services. In case of any infringement by the NGO, the NGO shall have sole control of the defense and all related settlement negotiations.
	31.3	Subject to sub-clauses 31.1 to 31.2, the NGO shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the NGO that existed before the effective date of the contract.

## Formation and Election of Pani Panchayats in U.I Right Canal Extension

32. Survival	32.1	The clauses of this contract, which by nature are intended to survive termination of this contract, shall remain in effect after such termination.
33. Conflict of Interest	33.1  33.2  33.3  33.4	<p>The NGO warrants that, to the best of its knowledge, information and belief, at the date of submitting its Proposal, no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract. If during the currency of the Contract, a conflict or risk of conflict of interest arises (without limitation, because of work undertaken for any person other than the OWNER) the NGO undertakes to notify the CE, UIIP immediately in writing, of that conflict of interest.</p> <p>The NGO shall take all reasonable measures to ensure that its employees, agents and subcontractors do not, during the currency of the Contract, engage in any activity or obtain any interest which is in conflict with providing the Consultancy Services to the OWNER fairly and independently. Any such activity must be disclosed in writing to the CE, UIIP immediately.</p> <p>Where the CE, UIIP receives a notice of conflict of interest under Clause 33.1 or 33.2, the OWNER may proceed under clause 33 of the Contract, to terminate the Contract.</p> <p>The NGO shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the OWNER under the contract. It should be the requirement of the consultancy contract that the consultants should provide professional, objective and impartial advice and at all times hold the OWNER's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. NGO shall not be hired for any assignment that would be in conflict with their prior or current obligations to other OWNERS, or that may place them in a position of being unable to carry out the assignment in the best interest of the Owner.</p>
34. Conflict among assignments	34.1	Neither NGO (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the NGO. As an example, NGO hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting a OWNER in

## Formation and Election of Pani Panchayats in U.I Right Canal Extension

		the privatization on public assets shall neither purchase nor advise purchasers of, such assets.
35. Professional Liability.	35.1	The NGO is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. As the NGO's liability to the employer will be governed by the applicable law, the contract need not deal with this matter unless the parties wish to limit this liability. If they do so, they should ensure that (a) there must be no such limitation in case of the NGO's gross negligence or willful misconduct; (b) the NGO's liability to the Owner may in no case be limited to less than the total payments expected to be made under the NGO's contract, or the proceeds the NGO is entitled to receive under its insurance, whichever is higher; and (c) any such limitation may deal only with the NGO's liability toward the employer and not with the NGO's liability toward third parties.
36. Staff Appointment / Substitution.	36.1	NGO shall ensure to appoint its personnel from the names of Key Staff proposed in techno-commercial proposal, as per the requirement in consultation with CE, UIIP of the OWNER.
	36.2	In the event, the required Key Staff is not appointed, the OWNER shall notify NGO on the failure of the NGO to make necessary appointments and NGO shall appoint such Staff /personnel within one month of such notice.
	36.3	During an assignment, if substitution is necessary (because of ill health or because a staff member proves to be unsuitable, or the Staff member is no longer working with the NGO), the NGO shall propose other staff of at least the same level of qualifications for approval by the Owner.
	36.4	Such appointment/substitution shall be made within a month's time failing which the OWNER shall either hold up the payment or seek other remedies under the contract.
37. Cessation of Responsibility	37.1	All responsibilities of NGO under this CONTRACT shall be deemed to have been discharged. Upon expiry of defect liability period of works contracts of all packages within this Clusters.
	37.2	OWNER responsibilities shall be deemed to have been satisfied on acceptance of NGO's SERVICES and payments by OWNER to NGO of all amounts due and payable under the CONTRACT.



## Formation and Election of Pani Panchayats in U.I Right Canal Extension

38. Changes and additions in NGO's scope of works	38.1	OWNER shall have the right to request NGO in writing to make any changes, modifications, deletions and/or additions to NGO 's scope of works. NGO shall review such written requests and if such changes and additions would jeopardize fulfillment of any of NGO 's obligations under this CONTRACT, NGO will not be obliged to make such changes or withhold any part of the works pursuant to such changes and/or additions contemplated by OWNER. Otherwise, NGO will work out the estimate of price and time adjustment on account of such changes, modifications, deletion and/or additions sought by OWNER and the same shall be mutually agreed. Unless NGO receives written authority from OWNER on variation in prices and time schedule, NGO will not be obliged to proceed with any such variation in the scope of works.
39. Notices	39.1  39.2  39.3  39.4	All notices and other communications under this contract must be in writing, and must either be mailed by registered mail with acknowledgement due or hand delivered with proof of it having been received.  If mailed, all notices will be considered as delivered after 7 days, of the notice having been mailed. If hand delivered, all notices will be considered, when received by the party to whom the notice is meant and sent for.  All notices under this contract shall be sent to or delivered at the address as specified by the parties.  A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
Price escalation.	40	Price escalation is not admissible in this contract.

**SECTION – IV**  
**SCOPE OF WORK**



# Formation and Election of Pani Panchayats in U.I Right Canal Extension

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## Section-IV

### **SCOPE OF WORK AND SERVICES**

#### **1.0 GENERAL SCOPE OF WORK**

The strategy developed for “Formation and Election of Water Users’ Association (Pani Panchayat) in Upper Indravati Right Canal Extension System in the District of Kalahandi as per Orissa PP Act’2002 (Orissa Act 10 of 2002) and PP Rule’2003 and subsequent amendments from time to time.”

The Institutional arrangement for implementation is as follows.

- A. The Project is headed by the Chief Engineer, UIIP, Khatiguda, Nawarangpur.
- a. The CE, UIIP will be supported by core staffing for the Planning, Design, Execution, M&E and other activities. The Executive Engineer, U.I. Right Canal Division No-III, Junagarh is looking after Right Canal Extension System. The Superintending Engineer, U.I. Right Canal Circle is overall supervising Officer of the Extension Project. It is envisaged to engage one NGO for Formation and Election of Water Users’ Association in Upper Indravati Right Canal Extension System in the District of Kalahandi as per PP Act’2002 and PP Rule’2003 and subsequent amendments from time to time.

#### **2.0 Appreciation and approach of Formation and Election of WUA**

The NGO will perform the following activities in phased manner:

##### **I. Preparatory Phase**

- IEC
- Village Meeting

##### **II. PP Formation Stage**

# Formation and Election of Pani Panchayats in U.I Right Canal Extension

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- Inter Village Relationship Assessment Survey
- Awareness about need & Benefit of formation of PP conducting village meeting
- Delineation of PP & Chak Boundary
- Preparation of cadastral Map of PP and Chak.
- Administrative approval of Maps
- Listing of Land Owners Plot by plot
- Preparation of Voter list as per amendment 2008 PP Acts & Rules
- Ensure participation of women.
- Validation of Voter list in Chak level meeting
- Approval of Voter list
- Notification for election
- Awareness about election procedure, role of office bearer and qualities of office bearer.
- Conducting election & registration of PP
- Conducting distributary committee election

### III. PP Organizational Building

- Orientation training to Chak Committee, Executive Committee Regarding PP Acts & Rules
- Orientation training and on job training to PP office bearer regarding maintenance of records
- Enrolment of PP members and membership collection
- Applying for PAN
- Opening of Bank Account
- Formation of Sub Committee as per PP Acts and Rules
- Conducting Executive Body Meeting and General body meeting
- Preparing PP for Grant in aid
- **Coverage**
- There are 36 nos. of Pani Panchayats required to be formed in Upper Indravati Right Canal Extension System covering CCA of 15260 ha.

### 3.0 **Brief Description of the scope of work;**

1. Under the contract, the responsibility of formation and election of water User Association rests with the NGO.

## Formation and Election of Pani Panchayats in U.I Right Canal Extension

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2. the NGO will conduct the base line survey of the extension project area and shall submit the report of base line survey prepared and finalised in consultation with village meeting.
3. The department prepared the digitised village map and collected ROR during micro planning survey works The NGO shall verify all the village (Cadastral) Maps, digitised village Maps, ROR collected by the Department and kept in a booklet shape.
4. The NGO will verify the collected ROR and prepare booklets of the correct ROR of the area and NGO shall effect correction if any in the ROR
5. The NGO will certify that the ROR are verified and found correct.
6. The NGO will prepare the beneficiary list, Voter list as per amended 2008 PP Acts & Rules and conduct election.
7. The formation of pani panchayat should conform to “The Orissa Pani Panchayat Act’ 2002”, “The Orissa Pani Panchayat Rules’2003” and subsequent amendments from time to time.
8. The NGO has to collect the latest ROR within the chak boundary of the delineated pani panchayat area.
9. He has to prepare the chak-wise up-to-date voter lists and consolidate the same for concerned pani panchayat.
10. The EA has to conduct preliminary grama sabha where maximum numbers of farmers of the concerned chak and pani panchayat are to assembled in which the concerned field officers of the canal should attend. The farmers should be explained about the objectives of the formation of pani panchayat for better Participatory Irrigation Management (PIM).
11. A list of farmer voters of each chak should be handed over to the farmers for any omission and commission within a prescribed time period of 15 days after which the final chak/pani panchayat-wise voter list is to be submitted to Superintending Engineer, UI Irrigation Circle, Mukhiguda through concerned divisional officer for his approval.
12. Delineation of the project area and constitution of project committee along with election of president and constitution of executive committee of the project committee is to be carried out as per guide lines prescribed in Act and Rule.

The NGO will provide:

1. Inception report within 15 days from the date of signing of the agreement focusing on entire assignment & work plan covering all items to be completed within agreement period.

# Formation and Election of Pani Panchayats in U.I Right Canal Extension

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2. the monthly progress report within 10 days of every succeeding month with all key parameters & indicators.
3. The other reports as and when required
4. The project completion report after completion of the work.

## **4.0 Deliverables**

- i. The NGO within 15 days of award of work submit Inception report indicating the methodology of performing the Formation and Election of WUA. The Inception Report is to be presented and obtain approval from the Chief Engineer, UIIP, within a period of one month.
- ii. The consultant shall ensure furnishing to the employer three sets of all draft and three sets of all final reports including copies of ROR and other records.
- iii. NGO shall ensure submission of Five (5) complete sets of prints and soft copies of reports and drawings in appropriate format for data storage and archiving .
- iv. Monthly progress reports in five (5) sets shall be furnished.
- v. Other complied document shall be furnished in five (5) sets.
- vi. Completion report in five (5) sets.
- vii. One set of all the documents/drawings shall be submitted in the form of soft Copies (in CD)
- viii. Any other documents etc not specified but required for the completion of the scope of the work/services shall be submitted in required number.

## **5.0 Organization , Formation and Election of WUA .**

The NGO shall set up an Office in Right Canal Extension exclusively for providing the services to the Project.

## Formation and Election of Pani Panchayats in U.I Right Canal Extension

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There shall be subject experts and engineers for the following:

- a. Irrigation & Water planning Engineering.
- b. Social Science/MSW/Rural Management
- c. Other related fields on need basis.

The NGO shall function for the entire period of the Formation and Election of WUA Service for the Project

**SECTION – V**  
**MANPOWER REQUIREMENT**

# Formation and Election of Pani Panchayats in U.I Right Canal Extension

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(<On Firm's Letter Head>  
Section-V

## KEY MANPOWER REQUIREMENT

1. Chief Consultant/Team leader –
2. Irrigation & Water Supply Engineering Expert
3. Irrigation Network Planning Expert
4. Social Science/MSW/Rural Management

Note:

1. The above Personnel likely to be engaged shall be healthy & dynamic.
2. BIO-DATA of the above key-personnel (Sl. No. 1 -4) who are likely to be deployed for this project shall be provided in FORM- T-2 &T3 to determine eligibility and responsiveness of the bid.
3. However, actual Nos. of manpower shall be deployed as per the Project Requirement in consultation with CE, UIIP.
4. **The NGO, in addition to the above Key staff, may also provide some support staff as per their requirement for satisfactorily perform the scope of works assigned to the NGO.**

# Formation and Election of Pani Panchayats in U.I Right Canal Extension

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## **SECTION – VI**

### **Forms for Submission of Techno-Commercial and Price Proposals**



# Formation and Election of Pani Panchayats in U.I Right Canal Extension

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## **Section-VI(A)**

### **TECNO- COMMERCIAL PROPOSAL**

# Formation and Election of Pani Panchayats in U.I Right Canal Extension

**(<On Firm's Letter Head>)**  
**Form T-1:**  
**TECHNO-COMMERCIAL PROPOSAL**  
**Forwarding Letter**

Ref No. \_\_\_\_\_

Dated \_\_\_\_\_

**From:**

\_\_\_\_\_

**To:**

The Executive Engineer, Upper Indravati Right Canal  
Division No.III, Junagarh, Dist. Kalahandi, Odisha

**Sub:** Engagement of one NGO for Formation and Election of Water Users' Association in Upper Indravati Right Canal Extension System in the District of Kalahandi as per PP Act'2002 and PP Rule'2003 and subsequent amendments from time to time.

**Ref :**

Sir,

As per the request made for providing NGO for Formation and Election of WUA for in Upper Indravati Right Canal Extension System in the District of Kalahandi as per PP Act'2002 and PP Rule'2003 and subsequent amendments from time to time, we are submitting herewith the **Techno-Commercial Proposal** in the following Forms against the subject for consideration and approval.

**Techno-Commercial Proposal (PART-I): Techno-Commercial Proposal (PART-I):**

Sl. No.	FORMS	Particulars	Total Pages	Page Start	Page End
01	Form T-1	Techno-Commercial Proposal			
02	Form T-2	Names of the Key Personnel & Assignment against FORM-T-1			
03	Form T-3	CVs of Personnel against FORM-T-2			
04	Form T-4	Proforma of Certificate Regarding Acceptance of GCC			
TOTAL PAGES ( SL NO. 1 TO 5)					

I hereby accept and shall abide by the scope of works, responsibility & Deliverables and Terms and Conditions of the document unconditionally.

The Details of Cost of bidding document and the Earnest Money Deposit are as follows:

Yours faithfully,

**Authorised Signatory**



# Formation and Election of Pani Panchayats in U.I Right Canal Extension

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**(<On Firm's Letter Head>  
Form T-3:  
CVs of Key Staff**

The format for submission of CVs is the following:

1. Name:
2. Profession / Present Designation:
3. Years with firm: \_\_\_\_\_ Nationality:
4. Area of specialization: \_\_\_\_\_
5. Date of birth:
6. Proposed Position on Team:
7. Key /Experience suitable to the proposed assignment:

(Under this heading give outline of staff members experience in the area of assigned work on proposed team by specifically identifying the projects of similar nature handled in the past. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations.

8. Education/Training Programmes: (Under this heading, summarise college/ university and other specialized education of staff member, giving names of colleges, dates and degrees obtained)
9. Experience: (Under this heading, list of positions held by staff member since graduation, giving dates, names of employing organisation, title of positions held and location of assignments. For experience in last ten years also give types of activities performed and Owner references, where appropriate.

**Signature(Concerned employee):** \_\_\_\_\_

**Authorised Signatory:** \_\_\_\_\_

**Full Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**Note:**

1. *Certified supporting documents to be enclosed.*

# Formation and Election of Pani Panchayats in U.I Right Canal Extension

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(<On Firm's Letter Head>)

**Form T-4:  
Proforma of Certificate Regarding Acceptance of Major Terms & Conditions of  
the EOI**

**From:**

\_\_\_\_\_

**To:**

The Executive Engineer, Upper Indravati Right Canal  
Division No.III, Junagarh, Dist. Kalahandi, Odisha

Sub.: Engagement of one NGO for Formation and Election of Water Users' Association in Upper Indravati Right Canal Extension System in the District of Kalahandi as per PP Act'2002 and PP Rule'2003 and subsequent amendments from time to time.

With reference to your EOI No. ----- dated -----for "Engagement of one NGO for Formation and Election of Water Users' Association in Upper Indravati Right Canal Extension System in the District of Kalahandi as per PP Act'2002 and PP Rule'2003 and subsequent amendments from time to time, notwithstanding anything stated elsewhere to the contrary, the stipulation in the EOI document in respect of the followings major terms and conditions are acceptable to us.

- a) Terms of Payment
  - b) General Conditions of Contract
  - c) Scope of work including deliverables.
  - d) No. of Manpower & Establishment requirement.
  - e) Validity Period of Bid and completion period.
1. We further confirm that any deviation to the above major terms and conditions found anywhere in our Bid Proposal shall stand unconditionally withdrawn, without any cost implication whatsoever to OWNER.
  2. We understand that any deviation to the above major terms and conditions will make our bid invalid.

Date:

Place:

(Authorised Signatory).....

(Name).....

(Designation).....

(Seal).....

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**NGO Eligibility Criteria**

## Formation and Election of Pani Panchayats in U.I Right Canal Extension

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The NGOs intending to bid shall fulfill the following minimum eligibility criteria:

- Should be registered organizations/ firms under Societies Registration Act 1860 having minimum three years of existence in Odisha
- Should be registered under Income tax Act 1962 (U/s 12A)
- The NGO should have work with irrigation sector in formation and election of Pani Panchayat related activities in Odisha not less than 3 years.
- Should have sufficient resources for traveling to project areas, and willing to work in project areas in close association with farmers and DoWR personnel etc.
- NGO should have personnel with sufficient knowledge and experience in conducting election and formation and institutional development of Pani Panchayats.
- The NGO should have completed at least one projects successfully dealing with formation/election of Pani Panchayats (major/ medium/minor irrigation under DoWR)
- The NGO should have at least 3 years experience for imparting training to Pani Panchayat members.

Formation and Election of Pani Panchayats in U.I Right  
Canal Extension

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**SECTION- VI (B)**  
**PRICE PROPOSAL**

# Formation and Election of Pani Panchayats in U.I Right Canal Extension

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**(<On Firm's Letter Head>)**  
**Form F-1:**  
**PRICE PROPOSAL**

Ref : \_\_\_\_\_

Dated \_\_\_\_\_

From: \_\_\_\_\_

To:

The Executive Engineer, Upper Indravati Right Canal  
Division No.III, Junagarh, Dist. Kalahandi, Odisha

**Sub :** Engagement of one Right Canal Extension System NGO for Formation and Election of Water Users' Association in Upper Indravati Right Canal Extension System in the District of Kalahandi as per PP Act'2002 and PP Rule'2003 and subsequent amendments from time to time.

Sir,

We, herewith submit the **Price Proposal** in the following Forms for consideration.

I hereby accept and shall abide by the scope of works, responsibility & Deliverables and Terms and Conditions of EOI document unconditionally.

Yours faithfully,

(Authorised Signatory).....

(Name).....

(Designation).....

(Seal).....

**Address:**

**Phone No:**

**E-mail Id:**

**Note:**

1. NGO shall quote the price strictly as per the format prescribed in the EOI document considering the minimum manpower requirement at Section-V and establishment required to cater to the scope mentioned at Section –IV.
2. The quoted price shall be FIRM and all inclusive except service tax based on Cost to the Company concept plus reasonable profit.
  1. Service tax as applicable shall be paid extra.
  2. Price quoted in deviation to above format shall not be considered for evaluation.



# Formation and Election of Pani Panchayats in U.I Right Canal Extension

(<On Firm's Letter Head>)

## FORM F- 2

### SUMMARY OF PRICE PROPOSAL

1. **SCOPE:** Engagement of one NGO for Formation and Election of Water Users' Association in Upper Indravati Right Canal Extension System in the District of Kalahandi as per PP Act'2002 and PP Rule'2003 and subsequent amendments from time to time.
2. EOI Identification No \_\_\_\_\_
3. Name of the NGO Firm: \_\_\_\_\_.

### FINANCIAL OFFER

Sl. No.	Particulars	Amount in Rupees	
		In figures	In words
A.	Engagement of one NGO for Formation and Election of Water Users' Association in Upper Indravati Right Canal Extension System of CCA 15260 ha in the District of Kalahandi as per PP Act'2002 and PP Rule'2003 and subsequent amendments from time to time.		
<b>TOTAL</b>			

Authorised Signatory

# Formation and Election of Pani Panchayats in U.I Right Canal Extension

(<On Firm's Letter Head>  
FORM F- 3

## BREAK UP FOR PAYMENT

SI No.	Particulars	% OF PAYMENT OF ITEM A (F-2)	Amount in Rupees
<b>A-1</b>	Formation and Election of Water Users' Association in Upper Indravati Right Canal Extension System of CCA 15260 ha in the District of Kalahandi as per PP Act'2002 and PP Rule'2003 and subsequent amendments from time to time.		
<b>i.</b>	a) Preparatory Phase i) IEC ii) Village meeting iii) Base line survey	10%	
<b>ii .</b>	PP Formation Stage <ul style="list-style-type: none"> <li>• Inter Village Relationship Assessment Survey</li> <li>• Awareness about need &amp; Benefit of formation of PP conducting village meeting</li> <li>• Delineation verification of PP &amp; Chak Boundary</li> <li>• Collection of cadastral Map of PP and Chak.</li> <li>• Administrative approval of Maps</li> <li>• Listing of Land Owners Plot by plot</li> <li>• Preparation of Voter list as per amendment 2008 PP Acts &amp; Rules</li> <li>• Ensure participation of women.</li> <li>• Validation of Voter list in Chak level meeting</li> <li>• Approval of Voter list</li> <li>• Notification for election</li> <li>• Awareness about election procedure, role of office bearer and qualities of office bearer.</li> <li>• Conducting election &amp; registration of PP</li> <li>• Conducting distributary committee election</li> </ul>	40%	

## Formation and Election of Pani Panchayats in U.I Right Canal Extension

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Sl No.	Particulars		
iii	PP Organizational Building <ul style="list-style-type: none"> <li>• Orientation training to Chak Committee, Executive Committee Regarding PP Acts &amp; Rules</li> <li>• Orientation training and on job training to PP office bearer regarding maintenance of records</li> <li>• Enrolment of PP members and membership collection</li> <li>• Applying for PAN</li> <li>• Opening of Bank Account</li> <li>• Formation of Sub Committee as per pp Acts and Rules</li> <li>• Conducting Executive Body Meeting and General body meeting</li> </ul> Preparing PP for Grant in	30%	Amount in Rupees
<b>A - 2</b>	<b>On submission of completion report</b>		
	On submission of final report with required documents maps, booklets etc	20 %	

**Authorised Signatory**

# Formation and Election of Pani Panchayats in U.I Right Canal Extension

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## List of Annexures

- **ANNEXURE- 1 – List of Works Contract Packages with Location of Sites.**
- **ANNEXURE-2- Contract Form.**



# Formation and Election of Pani Panchayats in U.I Right Canal Extension

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## ANNEXURE- 2 Contract Form

THIS CONTRACT made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
between \_\_\_\_\_ of  
\_\_\_\_\_ (hereinafter "OWNER"), of the one part, and  
\_\_\_\_\_ of \_\_\_\_\_  
(hereinafter "the NGO"), of the other part:

WHEREAS OWNER invited bids for Services, viz., \_\_\_\_\_ and  
has accepted a Bid by the NGO for the Contract Value for the sum of  
\_\_\_\_\_ Rs.  
(hereinafter "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as "Contract Documents") shall be enclosed herewith and shall be deemed to form and be read and construed as part of this Contract, viz.:
  - i. Scope of Works.( As enclosure –I)
  - ii. General Conditions of Contract. (As enclosure –II)
  - iii. Accepted Techno- Commercial. (As enclosure –III)
  - iv. Accepted Price Proposal. (As enclosure –IV)
  - v. Letter Of Award ( LOA). (As enclosure –V)
  - vi. Locations of Sites & Works Contract Packages. (As enclosure –VI)

In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the reverse order listed above.

3. In consideration of the payments to be made by OWNER to the NGO as indicated in this Contract, the NGO hereby covenants with OWNER to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. OWNER hereby covenants to pay the NGO in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with the laws of \_\_\_\_\_ on the day, month and year indicated above.

Signed by \_\_\_\_\_ (Authorised official of the OWNER)