



GOVERNMENT OF ODISHA  
OFFICE OF THE ENGINEER-IN-CHIEF  
RURAL WATER SUPPLY & SANITATION  
BHUBANESWAR

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No. 8286 /Dated 01.10.2018

CORRIGENDUM

REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR OPERATION & MAINTENANCE OF RURAL PWS WORKS FOR (I) BHUBANESWAR DIVISION, KHURDA DISTRICT(S) IN THE STATE OF ODISHA AGAINST BID ID NO. EIC/RWSS/10/18-19 AND (II) CUTTACK DIVISION, CUTTACK DISTRICT(S) IN THE STATE OF ODISHA AGAINST BID ID NO. EIC/RWSS/11/18-19

The Corrigendum is enclosed herewith which is available in the Odisha Government website i.e. [www.odisha.gov.in](http://www.odisha.gov.in) / [www.odishapanchayat.gov.in](http://www.odishapanchayat.gov.in)

  
29/9/18  
Engineer-In-Chief,  
RWS&S (O)

C.C.

1. Copy with soft copy of the Corrigendum forwarded to the Joint Secretary to Government, PR&DW Department, Odisha for favour of kind information with a request to display the Corrigendum in the Departmental website
2. Copy with soft copy of the Corrigendum forwarded to the Head, State Portal Group, I.T. Centre of State Secretariat for display in the Government website
3. Copy with soft copy of the Corrigendum forwarded to the PMU of this office

**CORRIGENDUM**

**Request for Proposal for Selection of Agency for Operation & Maintenance of Rural PWS Works for**

- (i) **Bhubaneswar Division, Khurda District(s) in the State of Odisha against Bid ID No. EIC/RWSS/10/18-19**
- (ii) **Cuttack Division, Cuttack District(s) in the State of Odisha against Bid ID No. EIC/RWSS/11/18-19**

S No	RFP Clause Reference	Description
1	Section 1, Notice Inviting Proposal, Clause 1.2, Schedule of Events, Page No. 3	<p>Last Date &amp; Time of Submission of Bids is extended till <b>10.10.2018 up to 05.00 PM</b></p> <p>Date &amp; Time of opening of Technical Bid is on <b>11.10.2018 at 11.30 PM</b></p>
2	Section 5, Terms and Conditions, Clause 5.10- Arbitration, Page No. 16	<p>Clause 5.10, Arbitration is modified as below:</p> <p><b>5.10. Selection of Arbitrators</b></p> <p><b>5.10.1. Amicable Settlement:</b></p> <p>If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties.</p> <p>Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or failing agreement on the identity of such sole arbitrator or within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the <b>Principal Secretary, PR&amp;DW Deptt., Govt. of Odisha</b>, for a list of not fewer than three nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the</p>

S No	RFP Clause Reference	Description
		<p>sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the PR&amp;DW Deptt., Govt. of Odisha, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.</p> <p>(c) If, in a dispute subject to Clause 10 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p><b>5.10.2. Rules of Procedure</b></p> <p>Arbitration proceedings shall be conducted in accordance with procedures of the Arbitration &amp; Conciliation Act 1996, of India.</p>
3	Limitation of Liability	Limitation of Liability will be incorporated in the draft agreement which shall be shared with the successful bidder.
4	Confidentiality	<p>A new clause is added to Section 5, Terms and Conditions, as Clause 5.12, Confidentiality after Clause 5.11 as below:</p> <p>Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat</p>

S No	RFP Clause Reference	Description
		the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.
5	Increase or decrease in Taxes or Duties	The same will be incorporated in the draft agreement which shall be shared with the successful bidder.

*h/s*  
29/9/18

Engineer-in-Chief, RWS&S (C)