

MEHMDAVAD NAGARPALIKA - MEHMDAVAD

BID DOCUMENTS FOR Comprehensive Operation and maintenance of civil, mechanical, electrical and instrumentation work for 5.6 MLD SBR Based Sewage Treatment Plant at Mehmdavad, Gujrat for Mehmdavad Nagarpalika for 3 (Three) years.

Milestone Dates	
Downloading of tender End Date	Up to date 29/06/2026, Till 18:00 Hrs.
Online Submission of Bid	Up to date 29/06/2026, Till 18:00 Hrs.
Submission of EMD, Tender fee & Document	Submission of all Tender Documents along with tender fee and EMD Scan Copy in Online electronic format. Submission of Qualification documents, EMD, Tender Fee documents must be sent in through R.P.A.D./ Speed Post so as to reach the office of Chief officer, MEHMDAVAD Nagarpalika, Mehmdavad, End Date 03/07/2026 18:00 Hrs.
Date of Technical Bid Opening	Date 04/07/2026 at 11:00 Hours IST Onwards
Date of Price Bid Document Opening	To be declared time to time based on technical bid evaluation Date 04/07/2026 at 12:00 Hours

CHIEF OFFICER
MEHMDAVAD
NAGARPALIKA

Index

<u>Sr No</u>	<u>Section</u>	<u>Description</u>	<u>Page No</u>
1		Invitation for Bid (IFB)	
2	Section -1	Instructions to Bidders	
3	Section -2	Qualification Information	
4	Section -3	Conditions of Contract	
5	Section -4	Contract Data	
6	Section -5	Conditions of Contract for O & M	
7	Section -6	SPECIAL TERMS AND CONDITIONS	
8	Section -7	Form of Bid	
9	Section -8	Bill of Quantities	
10	Section -9	Securities and Other Forms	
11	Section -10	Drawings	
12	Section -11	Documents to be furnished by Bidder	

INVITATION FOR BID
(IFB)

NATIONAL COMPETITIVE BIDDING

1. The Mehmdavad Nagarpalika invites bids for the construction of works detailed in the table. The bidders may submit bids for any or all of the following works.

TABLE

Package No.	Name of work	Approximate value of works (Rs.)	Bid security (Rs.)	Cost of Document	Period of completion	Class of Registration / Category of contractor if required
1	2	3	4	5	6	7
1	As Per NIT & Details Given Below	1,89,32,173.00 (O & M Cost)	1,90,000/-	3600.00	36 MONTHS (03 Year)	Class "A" Electric contractor license

NAME OF WORK: BID DOCUMENTS FOR Comprehensive Operation and maintenance of civil, mechanical, electrical and instrumentation work for 5.6 MLD SBR Based Sewage Treatment Plant at Mehmdavad, Gujrat for Mehmdavad Nagarpalika for 3 (Three) years.

2. Prospective / Interested bidder may download the Bid Documents from website <https://www.nprocure.com> free of cost till the Time and Date as mentioned on online NIT at website <https://www.nprocure.com>.
3. However, Bidder who is submitting the Bid Online will have to pay the Bid Document Fee / Tender Fee through Demand Draft only of any Schedule Bank payable at **MEHMDAVAD** and in favour of '**Chief Officer, Mehmdavad**'. Once the Bid is received online, Bid Document / Tender Fee will not be refundable.

The Demand Draft for Bid Document / Tender fee and FDR / Bank Guarantee against Bid Security / EMD shall be submitted in electronic format through online (by scanning) while uploading the bid, this submission shall mean that bid document / tender fee and Bid Security / EMD has been received. Accordingly, the offer of only those shall be opened whose Bid Document / Tender Fee and Bid Security / EMD have been received electronically. However, for the purpose of realization of Demand Draft, and FDR / Bank Guarantee bidder shall send the same in original through R.P.A.D. so as to reach to 'Chief Officer, Mehmdavad, within mentioned in NIT (Days) from the last day of bid submission.

Penetrative action for not submitting Demand Draft / FDR / Bank Guarantee in original to Chief Officer / Tender Inviting Authority by bidder shall be initiated.

4. Bids received online, will be opened on the time, date and place as specified in the online NIT at website <https://www.nprocure.com> in the presence of the bidders or their authorized representatives, who wish to remain present.
If the office happens to be closed on the day of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
5. A pre bid meeting will be held on ----- at 00:00 hrs. at the office of Mehmdavad Nagarpalika to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in clause 9.2 of 'instructions to Bidders' of the bidding documents.

6. Bid Security (EMD) is equal to 1% of Estimated Amount put to bid / tender and should be rounded off to the next thousand rupees.
7. Other Information is as under:
 - A. Agencies can prepare and edit their offers a number of times before the end of the tender submission date and time. After the tender submission date and time, the bidder cannot modify / edit / withdraw their submitted offer in any case. No written or online request in this regard shall be granted.
 - B. Offers in physical form will not be accepted in any case.
 - C. Demand Draft purchased by the other than bidder and issued after the last date of submission of Bids, will not be considered or accepted.
 - D. The cost incurred by the contractor for this offer for clarification or attending discussion, conferences or site visits will not be reimbursed by the Employer or Engineer-in-Charge.
 - E. Conditional tender shall not be accepted.
 - F. Any changes, addition, alternation made in the prescribed form attached with tender are liable to be rejected. Any change in format or conditional Bank Guarantee will not be accepted and the bidder will be considered non-responsive. All the bidders are instructed to fill in information strictly in accordance with the format given in the checklist / qualification document / tender document. It is mandatory for the bidders to supply each and every information as asked strictly in electronic format at appropriate places only.
 - G. Blank / insufficient information shall be treated as nil information and shall result in disqualification.
 - H. Even if the bidder has been qualified in a similar or larger size of project in the past, it shall not be deemed to be a ground / reason for not giving required information for this work / bid.
 - I. Information supplied for earlier projects shall not be considered while evaluation of this bid. The Government will not ask for any other information, unless it is found absolutely necessary by the competent authority.
 - J. If found necessary, the contractor will be intimated for negotiation,
 - K. List of Necessary Documents

Sr	Document Name
1	Tender Fee
2	EMD
3	Current Registration in Appropriate Class in Gujrat R & B / GWSSB
4	Tender Documents (Technical bid, Price Bid and Corrigendum with sign and stamp)
5	Valid Electrical Contractor License issued by Govt of Gujarat
6	GST Registration
7	PAN Card
8	PF Registration
9	ESIC Registration
10	Labour License & CESS Registration (As Per Prevailing Govt. rules)
11	Tendered Should Not Be Blacklisted anywhere in India (Notarized Affidavit on Rs. 300 Stamp)
12	Turnover Certificate from CA
13	Work Experience Certificates (3A only)
14	Professional Tax Details -Enrollment certificate(Firm) and Registration certificate (Employee)
15	Working Capital Certificate From C.A.
16	Available Bid Capacity Certificate With Sign And Stamp Of CA
17	Sites visit & fully aware with nature of work confirmation letter signed by Nagar Palika
18	A Notarized Affidavit For this Specific Tender ID By Contractor Specified That All The Documents Provided By Him/her Are Genuine

SECTION - 1
INSTRUCTIONS TO BIDDERS
(ITB)

Section 1: Instructions to Bidders

Table of Contents

		Page No.			Page No.
A.	General		D. Submission of Bids		
	1. Scope of Bid	9	19. Sealing and Marking of Bids		22
	2. Source of Funds	9	20. Deadline for Submission of Bids		22
	3. Eligible Bidders	9	21. Late Bids		22
	4. Qualification of the Bidder	9	22. Modification and Withdrawal of Bids		22
	5. One Bid per Bidder	15			
	6. Cost of Bidding	16	E. Bid Opening and Evaluation		
	7. Site Visit	16	23. Bid Opening		23
			24. Process to be Confidential		24
B.	Bidding Documents		25. Clarification of Financial Bids		24
	8. Content of Bidding Documents	17	26. Examination of Bids and Determination of Responsiveness		24
	9. Clarification of Bidding Documents	17	27. Correction of Errors		24
	10. Amendment of Bidding Documents	18			
			28. Evaluation and Comparison of Financial Bids		25
C.	Preparation of Bids				
	11. Language of Bid	19			
	12. Documents Comprising the Bid	19	F. Award of Contra		
	13. Bid Prices	19	31. Award Criteria		26
	14. Currencies of Bid and Payment	20	32. Employer's Right to Accept any Bid and to Reject any or all Bids		26
	15. Bid Validity	20	33. Notification of Award and Signing of Agreement		26
	16. Bid Security	20	34. Performance Security		26
	17. Alternative Proposals By Bidders	21	35. Advance Payment and Security		27
	18. Format and Signing of Bid	21			
			36. Correct or Fraudulent Practices		27

A. GENERAL

1. Scope of Bid

- 1.1 The Employer (Named in Appendix to ITB) invites bids for the Construction of works (as defined in these documents and referred to as 'the works') detailed in the table given in IFB. The bidders may submit bids for any or all of the works detailed in the table given in IFB.
- 1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.
- 1.3 Throughout these bidding documents, the terms 'bid' and 'tender' and their derivatives (bidder/ tenderer, bid / tender, bidding/ tendering, etc.) are synonymous.

2. Source of Funds

- 2.1 The expenditure on this project will be met from the budget of Govt. of Gujarat for centrally sponsored projects.

3. Eligible Bidders

- 3.1 This Invitation for Bids is open to all eligible bidders.
- 3.2 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.

4. Qualification of the Bidder

- 4.1 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. The proposed methodology should include a program of construction backed with equipment planning and deployment duly supported with broad calculations and quality assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion.
- 4.2 Submit a written power of attorney authorizing the signatory of the bid to submit the bidder
- 4.3 Submit Qualification requirements specifying financial capacity, technical capacity, minimum acceptable levels with regards to Bidder's experience in relevant projects and other relevant factors such as work in hand, future commitments, and litigation history.
- 4.4 Submit proposals regarding work methods, scheduling and re sourcing which shall be, provided in sufficient detail to confirm the bidders' capability to complete the works in accordance with the specifications and the time for completion.
- 4.5 Joint Venture / consortium are not allowed in this bid.

4.6 QUALIFICATION CRITERIA:
(Applicable for the works which require Post Qualification)

- 4.6.1 Qualification will be based on Applicant's meeting all the following minimum pass/fail criteria regarding the Applicant's general and particular experience, personnel and equipment capabilities and financial positions, as demonstrated by the applicant's responses in the forms attached to the letter of application (specified requirement for joint ventures are given under para 4.6 below) Subcontractors experience and resources shall not be taken in to account in determining the applicants compliance with the qualifying criteria To qualify for more than one contract, the applicant must demonstrate having experience and resources sufficient to meet the aggregate of the qualification criteria for each contract given in paragraphs 4.5.4, 4.5.5 and 4.5.9 below

4.6.2 Base year and Escalation

The base year shall be taken as Current financial year

Following enhancement factors will be used for the costs of works executed and the financial figure to a common base value for works completed in India.

<u>Year</u>	<u>Financial Year</u>	<u>Multiplying factor</u>
Base year of inviting tender	2024-2025	1.00
-1	2023-2024	1.10
-2	2022-2023	1.21
-3	2021-2022	1.33
-4	2020-2021	1.46
-5	2019-2020	1.61
-6	2018-2019	1.71

Applicant should indicate actual figures of costs and amount for the works executed by them without accounting for the above-mentioned factors.

In case the financial figures and value of completed works are in foreign currency the above enhanced multiplying factors will not be applied. Instead, the current market exchange rate (State Bank of India BC Selling rate as on the last date of submission of the bid) will be applied for the purpose of conversion of the amount in foreign currency into India rupees.

4.5.3. General Experience.

The Applicant shall meet with the following minimum criteria:

4.5.3.1 QUALIFYING CRITERIA OF APPLICANT

MINIMUM QUALIFYING CRITERIA:

To qualify, each bidder in the same name and style should have achieved the following performances:

List of Mandatory documents to be submitted

If bidder fails to submit below documents or mandatory criteria are not fulfilled, bidder shall be considered as not qualified and their financial bid shall not be open. To qualify, each bidder in the same name and style should have achieved the following performances:

a) Registration:

A Certificate of Contractor's registration certificate 'A' Class OR Above in Govt. of Gujarat (R&B / GWSSB). (Scanned copy)

Electrical Contractor License issued by Licensing Board of Gujarat

b) EMD/Tender Fee

As per Tender Notice

c) Solvency Certificate

Scanned Copy of the Solvency Certificate as approved by State Government.

(Bank Solvency certificate of nationalized bank or bank indicated in latest G R of FD of the amount not less than Rs. 14.40 Lakhs. The bank solvency should be of the current calendar year.)

FINANCIAL

d) TURNOVER:

Bidder must have achieved minimum annual financial turnover (at current price level) from contract receipt of works (in all classes of civil engineering construction works only) of Rs. 21.60 Lakhs. last three financial years i.e. from 2023-24 to 2025-26. (C.A. Certificate must be attached).

e) SIMILAR NATURE OF WORK:

The bidder must have completed similar nature of work for any state govt. / central govt. / PSU i.e. 2 years of Operation and Maintenance (O&M) for Minimum 2.5 MLD in STP within last Seven (7) financial years i.e. from Year 2018- 19 to 2024-25 up to one month prior to last Date of submission of the bid of Value not less than:

One completed works costing not less than the amount equal to 80% of the estimated cost

Or

Two completed works costing not less than the amount equal to 50% of the estimated cost

Or

Three completed works costing not less than the amount equal to 40% of the estimated cost

OPERATION & MAINTENANCE:

The bidder shall have successfully completed design, construction and commissioning including operation & maintenance for minimum 2.5 MLD STP (for minimum 2 year after commissioning, inclusive of defect liability period), in single project cost contract of similar nature (as narrated above) amounting to above mentioned amount last Seven (7) years from one month prior to last date of submission of bid.

PHYSICAL CRITERIA:

The bidder must have successfully carried out minimum quantities of the following work in any one project during last Seven (7) i.e. from Year 2018-19 To 2024-25 and up to one month prior to last date of submission of the bid.

- I) The works for which bidder have not entered in to contract agreement will not be considered
- II) The above experience shall be within last Seven (7) financial years i.e. from Year 2018-19 to 2024-25 and up to one month prior to last date of submission of the bid for which Form -3A/11 must be submitted.
- III) Experience as sub-contractor shall not be considered.

The experience of works executed in Government (State/Central), Board, Corporation, and Government Undertaking / PSU/ Organizations of state & central government shall only be considered for evaluation. The experience certificate from the client equivalent to not below the rank of Executive Engineer shall be considered. The experience of sublet works shall not be considered.

- IV) All MOU's shall be on a Non Judicial stamp paper of appropriate value duly notarized and signed by respective authorized representatives.
- V) The Bidder / MOU partners contract should not have been terminated / blacklisted / debarred in any State Govt / Nagarpalikas / Central Govt. / Any state Govt Organization, Urban Local body and/or its undertaking company or its SPV, Asian Development Bank/ World Bank or similar international funding agencies organizations due to delay in projects during last seven years.
- VI) The works for which bidder have not entered in to contract agreement will not be considered.
- VII) If the bidder claiming Technical/ Physical Eligibility Criteria for the works has completed any of the works in joint venture with any other company then, along with the experience certificates, the firm shall submit the joint venture agreement for that particular work. Experience certificates not accompanied by joint venture agreement shall not be considered for evaluation. The credit for the bidder which has completed a work in joint venture is allocated as follows:
 - 1. If the bidder has completed the work as a member in the project, then the bidder can claim credit for the entire scope of the work in proportion to the stake (e.g. if the capacity of the ESR executed is 30 ML and if the firm has executed the project as member with a 40% stake then the firm can claim credit for (40% x 30 ML) 12 ML works. A statutory auditor certificate specifying the payments received for the project should be submitted. In the event of percentage participation in the project calculated through the statutory auditor certificate differs from the percentage in the Joint Venture Agreement, the percentage participation calculated through payments received shall be considered for evaluation purposes.

Note: The above condition shall also apply to Clause 'Similar Nature of work' under financial criteria.

Financial Bid of only those contractors whose technical bids are found Qualified by the department shall be opened online. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them later on.

No any Price Variation or Rate difference clause applicable. If is there any clause regarding to the adjustment of price / Price variation / price escalation mentioned in this tender it will be treated

4.5.4. Personnel Capabilities.

Bidder need to submit inhouse NABL Accredited Laboratory Setup and submit relevant certificate with NABL scope for testing.

If any bidder does not having in house NABL Accredited Laboratory Setup then submit MOU of respected agency and submit relevant documents as above.

4.5.5. Financial Position

The Applicant should give undertaking that he has access to, or has available, liquid assets (aggregate of working capital, cash in hand and uncommitted bank guarantees) and / or credit facilities up to 25 percent of the value of the contract / contracts applied.

4.5.6. The audited balance sheets for the last Seven (7) years should be submitted, which must demonstrate the soundness of the applicant's financial position, showing long – term profitability including an estimated financial projection for the next two years. If necessary, the employer will make inquiries with the applicant's bankers.

4.5.7. Litigation History

The Applicant should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last seven years. A consistent history of awards against the Applicant or any partner of a joint venture may result in failure of the applicant.

4.5.8. Disqualification

Even though the applicants meet the above criteria, they are subject to be disqualified if they have:

Made misleading or false representation in the forms, statements submitted, and / or Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non – performance of the contractor; consistent history of litigation awarded against the applicant or financial failure due to bankruptcy. The rescinding of contract of a joint venture on account of reasons other than non – performance, such as Most Experienced partner of joint venture pulling out, court directions leading to breaking up of a joint venture before the start of work, which are not attributable to the poor performance of the contractor will, however, not affect the qualification of the individual partners.

JV NOT APPLICABLE-

~~4.6.1.~~ Qualification of a joint venture does not necessarily qualify any of its partners individually or as a partner in any other joint venture. In case dissolution of a joint venture, each one of the constituent firms may qualify if they meet all the qualification requirements, subject to the written approval of the Employer.

4.7. Bid Capacity.

Applicants who meet the minimum qualification criteria will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under:

Assessed Available Bid Capacity = $(A \times N \times 2 - B)$, where

A = Performance of the Bidder for maximum annual turnover for last seven financial year updated at the financial year 2023-24. (Current completed financial year)

B = Value of the existing commitments as on date of bid submission for works (complete or partial) to be completed in the next 12 Months (1 years). The details shall be countersigned by the Executive Engineer or the equivalent officer of the employer on whose behalf the firm is carrying out the works.

N = Years prescribed for completion of the work for which bids are invited.
12 Months (1 years) (Equivalent to duration of the project)

Note: - In Case of joint venture, the available bid capacity will be applied for each partner to the extent of his proposed participation in the execution of the work.

4.7 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- Made misleading or false representation in the forms, statements and Attachments the submitted in proof the qualification requirements; and / or Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delay in completion, litigation history, or financial failures etc.; and/ or Participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

4. One bid per bidder

- 5.1. Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the bidder's participation to be disqualified.

6. Cost of Bidding

- 6.1. The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

7. Site Visit

- 7.1. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of work and its surrounding and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works.

The costs of visiting the site shall be at the Bidder's own expense.

The Site Visit shall be carried out on or before **21/04/2026**. A Site Visit Certificate, duly signed and stamped by the Clerk - Drainage Department and/or Sanitary Inspector, shall be obtained and submitted along with the Bid. Submission of the Site Visit Certificate is mandatory. Bids not accompanied by a valid Site Visit Certificate.

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

8.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with **Clause 10**:

Section	Particulars	Volume No.
-	Invitation for Bids	I
1	Instructions to Bidders	
2	Qualification Information, and other forms	
3	Conditions of Contract	
4	Contract Data	
5	Technical Specifications	II
6	Form of Bid	III
7	Bill of Quantities	
8	Securities and other forms	
9	Drawings	IV
10	Conditions of Contract for O & M	V
11	Documents to be furnished by bidder	VI

8.2. Volumes I, II, III and IV are available online and documents to be furnished by the bidder in compliance to section 2 will be prepared by him and furnished as Volume-V in two parts (refer **clause 12**).

8.3. The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. **Pursuant to clause 26 here of**, bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

9. Clarification Bidding Documents

9.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or through E-mail at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification which he received earlier than 15 days prior to the deadline for submission of bids. Employer's response will be published on website including a description of the enquiry but without identifying its source.

10. Amendment of Bidding Documents

- 10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 10.2. Any addendum thus issued shall be part of the bidding documents. The Employer will assume no responsibility for the same.
- 10.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with **Sub-Clause 20.2 below**.

C. PREPARATION OF BIDS

11. Language of the Bid

11.1 All documents relating to the bid shall be in the English language.

12. Documents Comprising the Bid

12.1. The bid be submitted by the bidder as Volume V of the bid document (refer **Clause 8.1**) shall be in two separate parts:

Part I shall be named “Technical Bid” and shall comprise

- (i) Bid Security in the form specified in Section 8
- (ii) Qualification Information and supporting documents as specified in Section 2
- (iii) Certificates, undertakings, affidavits as specified in Section 2
- (iv) Any other information pursuant to **Clause 4.5** of these instructions
- (v) Undertaking that the bid shall remain valid for the period specified in **Clause 15.1**

Part II shall be named “Financial Bid” and shall comprise

- (i) Form of Bid as specified in Section 6
- (ii) Priced Bill of Quantities for items specified in Section 7

12.2. The Bidder shall submit the details / information pertaining to each part i.e. technical as well as financial and must be submitted online only.

12.3. Following documents will be deemed to be part of the bid.

Section	Particulars	Volume No.
	Invitation for Bids (IFB)	
1	Instruction to Bidders	Volume I
3	Conditions of Contract	
4	Contract Data	
5	Specifications	Volume II
6	Form of Bid	Volume III
7	Bill of Quantities	
8	Securities and other forms	
9	Drawings	Volume IV
10	Conditions of Contract for O & M	Volume V

13. Bid Prices

13.1 The Contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.

13.2 The bidder shall fill in rates and prices and line-item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total bid price

(Both in figures and words). Items for which no rate or price is entered by the bidder will not be paid for by the Bill of Quantities.

13.3 Bidder need to quote including gst amount in this tender and all extra other expenses including transportation and all.

13.4 The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 47 of the Conditions of Contract.

13.5 The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 47 of the Condition of Contract **(Irrespective of the time limit and Bid Amount)**

14. Currencies of Bid and Payment

14.1 The unit rates and the prices quoted by the bidder shall be entirely in Indian Rupees. All payments shall be made in Indian Rupees.

15. Bid Validity

15.1 Bids shall remain valid for a period of not less than 180 days after the deadline date for bid submission specified in Clause 20.

15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified period. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his security for a period of the extension, and in compliance with Clause 16 in all respects.

16. Bid Security

16.1 The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in column 4 of the table of IFB for this particular work. This Bid security shall be in favour of Employer as named in Appendix and may be in one of the following forms;

a. **Bank Guarantee from any scheduled Indian bank, in the format given in Volume III. (Bank Guarantee is applicable only for Bid Estimated Amount of 01 Crore and above) and Bank Guarantee of Schedule and Private Banks shall be considered as per GoG Finance Department's Circular No. FD/MSM/e- file/4/2023/0057/D.M.O. Date 21/04/2023 or as per their latest amendment.**

b. Fixed Deposit Receipt issued by any Scheduled Indian Bank or a foreign Bank approved by the Reserve Bank of India.

OR

16.2. Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 45 days beyond the validity of the bid i.e. total validity of 120+45 = 165 Days

16.3. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive.

16.4. The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the bid validity period specified in Sub-Clause 15.1

16.5 The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.

16.6. The bid Security may be forfeited

(a) If the Bidder withdraws the bid after Bid opening during the period of Bid validity.

(b) If the Bidder does not accept the correction of the Bid Price, if any or

(c) In the case of a successful Bidders, if the Bidder fails the specified time limit to

(i) Sign the Agreement; or

(ii) Furnish the requirement Performance Security.

(d) #If found necessary, the bidder will be intimated for negotiation, He will be intimated maximum three times within the validity period for negotiation, If contractor does not respond in time, his Bid Security (EMD) will be forfeited and his tender will be rejected. Punitive action will be taken on such contractors. (As per GoG R&B Dept's Gr. No. S/22/2017/6369/D, Dt.08/06/2018)

17. Alternative Proposals by Bidders.

17.1. Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (including mobilization advance or time for completion), basic technical design as indicated in the drawing and specifications. Conditional offers or alternative offers will not be considered further in the process of tender evaluation.

18. Format and Signing of Bid

18.1. The Bidder shall prepare documents comprising the bid as described in Clause 12 of these Instructions to bidder as the "Technical Bid "and "Financial Bid" in separate parts to be uploaded.

D. SUBMISSION OF BIDS

19. Sealing and Marking of Bids:

19.1 The Bidder shall seal the original and copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". These envelopes (called as inner envelopes) shall then be put inside one outer envelope.

19.2 The inner and outer envelopes shall

(a) be addressed to the Employer at the following address:

Chief Officer,
MEHMDEVAD Nagar Palika,
TA. Mehmdavad,
Dist: Mehmdavad

In addition to the identification required in Sub-Clause 19.2, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 21.

19.3 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

20. Deadline for Submission of the Bids

20.1 Complete Bids must be received online by the Employer at the tender website specified above not later than the date indicated in appendix.

20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all right and obligation of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids:

Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the bidder

22. Modification and Withdrawal of Bids

22.1 Bidders may modify or withdraw their bids online before the deadline prescribed in Clause 20 or pursuant to Clause 23.

22.3 No bid shall be modified or withdrawn after the deadline for submission of Bid.

22.4 Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid security pursuant to Clause 16.

E. BID OPENING AND EVALUATION

23. Bid Opening

23.1 The Employer will open all the Bids received including modifications made pursuant to Clause 22, in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in Appendix in the manner specified in Clauses 20 and 23.3, In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

The “Technical Bid” shall be opened. The amount, form and validity of the bid security furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the invitation for bid (ref. Column 4 and paragraph 3), and has not been furnished in the form specified in Clause 16, the technical bid will not be opened.

(i) Subject to confirmation of the bid security by the issuing Bank, the bids accompanied with valid bid security will be taken up for evaluation with respect to the Qualification information and other information furnished in part I of the bid pursuant to Clause 12.1.

(ii) If required, the bidder will be asked in writing to clarify his Qualification Documents with respect to any required clarification.

(iii) The bidders will respond in not more than 7 days of issue of the clarification letter.

(iv) Immediately (usually within 3 or 4 days), on receipt of these clarification the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.

23.6 At the time of opening of “Financial Bid”, the names of the bidders were found responsive in accordance with Clause 23.4(iv) will be announced. The bids of only these bidders will be opened. The responsive Bidders’ names, the Bid prices, the total amount of each bid, any discount and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

23.7 the time of opening of “Financial Bid”, the names of the bidders were found responsive in accordance with Clause 23.4(iv) will be announced. The bids of only these bidders will be opened. The responsive Bidders’ names, the Bid prices, the total amount of each bid, any discount, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

23.8 In case bids are invited for more than one package, the order for opening of the “Financial Bid” shall be in order of estimated amount of Bids from highest to lowest.

23.9 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.6.

24 Process to be Confidential

24.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

25. Clarification of Financial Bids

25.1. To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substances of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids.

25.2 Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his Bid opening to the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

25.3. Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of the Bidders' bid.

26. Examinations of Bids and Determination of Responsiveness

26.1 During the detail evaluation of "Technical Bid", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding document. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications, and drawings.

26.2 A substantially responsive "Financial Bid" is one which confirms all the terms, conditions and specifications of bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

26.3 If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

27. Correction of Errors

27.1 Bids determined to be substantially responsive will be checked by the Employer for any

arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- (b) where there is a discrepancy between the unit and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

27.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub-Clause 16.6 (b).

28. Evaluation and Comparison of Financial Bids

28.1. The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 26.2.

28.2. The Employer reserves the right to accept or reject any variation or deviation. Variation and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer, shall not be taken in to account in Bid evaluation.

28.3. The estimated effect of the price adjustment conditions under Clause 47 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken in to account in Bid evaluation.

28.4. If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract the Employer may require the Bidder to produce detailed consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 34 be increased at the expense of the successful /bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

28.5. A bid which contains several items in the bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder may be rejected as non-responsive.

F. AWARD OF CONTRACT

29. Award Criteria

29.1. Subject to Clause 32, the Employer will award the contract to the Bidder whose Bid has been determined.

(i) to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price; and

(ii) To be within the available bid capacity adjusted to account for his bid price which is the lowest evaluation in any of the packages opened earlier than the one consideration.

In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The contract will in such cases be awarded to the next lowest bidder at his evaluation bid price.

30. Employer's Right to accept any Bid and to reject any or all Bids

30.1. Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or Bidder or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

31. Notification of Award and Signing of Agreement

31.1. The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the condition of contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

33.2 The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause.

33.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and to the successful Bidder, within 28 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.

33.4. Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

32. Performance Security

32.1. (A) Within 10 (Ten) days of receipt of Letter of Acceptance, the successful Bidder shall furnish to the Employer an irrevocable and unconditional guarantee from a Bank in the form set forth in Section 8 (the "Performance Security") for an amount equal to 5% (five percent) of its Contract Price. In case of bids mentioned below, the successful Bidder, along with the Performance Security,

Shall also furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the same form given at Section 8 towards an Additional Performance Security (The

“Additional Performance Security”) for an amount calculated as under:

- (a) If the Contract Price offered by the Selected Bidder is lower than 10% but up to 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 20% of the difference in the (i) Estimated Project Cost (as mentioned in Bid Document) - Minus 10% of the Estimated Project Cost and (ii) Contract Price offered by the selected Bidder.
 - (b) If the Contract Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 30% of the difference in the (i) Estimated Project Cost (as mentioned in Bid Document) - Minus 10% of the Estimated Project Cost and (ii) Contract Price offered by the selected Bidder.
 - (c) This Additional Performance Security shall be treated as part of the Performance Security.
- (B) The Performance Security shall be valid beyond 60(sixty) days of the Defects Liability Period and the Additional Performance Security shall be valid beyond 28 (twenty-eight) days of Project Completion Date.

32.2. If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a Nationalized/Scheduled Indian bank or (b) by a foreign bank located in India and acceptable to the Employer. As per GoG Finance Department's Circular No. FD/MSM/e-file/4/2023/0057/D.M.O. Date 21/04/2023 or as per their latest amendment.

32.3. Failure of the successful Bidder to comply with the requirement of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

35 Advance Payment and Security

35.1 The Employer will provide an Advance payment on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Contract Data.

36. Corrupt or Fraudulent Practices

36.1 The Employer will reject a proposal if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in completing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with National Highways Authority of India/ State PWD and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in completing for the contractor, or in execution.

36.2 Furthermore, Bidders shall be aware of the provision stated in Sub- Clause 59.2 of the Conditions of Contract.

APPENDIX TO ITB

Clause Reference

With respect to

Section –I

1.	The Name of the Employer is MEHMDAVAD Nagar Palika.	[Cl.1.1]
2.	The last seven years.	
	2025-2026	
	2024-2025	
	2023-2024	
	2022-2023	
	2021-2022	
	2020-2021	
	2019-2020	
3.	This Annual Financial Turnover Amount is Rs. 279.00 Lacks	[Cl.4.5.3.1]
4.	Value of Work is Rs. 7200000/- (Incd. GST)	
5.	The cost of / Drainage / Sewerage works is Rs.	
6.	Liquid assets and / or availability of credit facilities is Rs.	[Cl.4.5.6]
7.	Price level of the financial year 2024-2025	[Cl. 4.5.2]
8.	The pre-bid meeting will take place at Nagarpalika Office	[Cl. 9.2.1]
9.	The technical Bid will be opened at the office of the Nagarpalika on 28/04/2026 11.00Hrs. (If Possible)	
10.	Address of the Employer: Mehmdavad Nagarpalika , A T . PO & TA. MEHMDAVAD Dist. MEHMDAVAD	
11.	The bid should be submitted latest by As stated on online NIT	[Cl. 20.1 &
12.	The bid will be opened at Mehmdavad Nagarpalika As stated on online NIT	[Cl. 23.1]
13.	The Bank Draft in favor of Chief officer Mehmdavad nagarpalika	
14.	Escalation factors (for the cost of works executed and financial figure to a common base value) for works completed	[Cl.4.5.2]

<u>Year</u>	<u>Financial Year</u>	<u>Multipling factor</u>
Base year of inviting tender	2024-2025	1.00
1	2023-2024	1.10
2	2022-2023	1.21
3	2021-2022	1.33
4	2020-2021	1.46
5	2019-2020	1.61
6	2018-2019	1.77

#LIST OF KEY PLANT & EQUIPMENT TO BE DEPLOYED ON CONTRACT WORK

[Reference CL. 4.5.5]

#Employment of a qualified site Engineer by the Contractor. – CVs submission

Sr. No.	Designation	Duty	No of Persons	Qualification
1	Plant Manager	General	01	B.E.(Chem, Env, Mech, Etc) B.Tech/ DIE
2	Shift In charge	Shift	02	B.E.(Chem, Env, Mech, Etc) B.Tech/ DIE
3	Lab Technician	General	01	B.E/B. Sc. (Chem.)
4	Electrical	General	01	Diploma/Bechlerof Engineering/ITI
5	Mechanical	General	01	Diploma/Bechlerof Engineering/ITI
6	Plant Operator	Shift	02	ITI/12 Th/Eqv.
7	Helper cum Sweeper	General	01	Un-skill
8	Security	Shift	02	Highly Skilled
	Total		11	

List of Key Personnel to be deployed on Contract Work

(Reference Cl. 4.5.4)

Employment of a qualified site Engineer by the Contractor.

The Contractor shall employ full-time technically qualified staff during the execution of this work as under: -

1. Two graduate Civil Engineers and three diploma Civil Engineers when cost of the work to be executed is more than **Rs.50 lakhs**.
2. One graduate & two Diploma, Civil Engineers when the cost of the work to be executed is more than Rs.15 lakhs but less **than Rs.50 lakhs**.
3. Minimum one Diploma Civil Engineer when the cost of work is less than **Rs.15 lakhs but more than Rs.5 lakhs**.
4. Minimum two Diploma Civil Engineers for the work when the cost of work to be executed is less than **Rs. 5 lakhs**. The Engineer so employed for the Government work must have sufficient experience to handle the work independently. Such an Engineer shall have to stay at the site of work and he shall not be entrusted with other duty except this work.

In case the contractor or partner of the contractor firm is a Civil Graduate Engineer, Employment of a separate Engineer will not be necessary provided that the Engineer partner himself attends the execution of the work on the site.

Within 15 days of issue of work-order the Contractor will have to furnish to the Chief Officer-in-charge of the work the Name, Qualifications, copy of marksheet, Colour Photograph and the appointment order issued such engineers engaged for this contract work. If 15 days after issue of work order such designated Site Engineers do not resume or do not remain present on site of work, the recovery at the rate of **Rs.15,000-00** per month per Engineer will be made from the bills/deposit/dues of the contractor. Such recovery shall be non-refundable.

SECTION - 2

QUALIFICATION INFORMATION

QUALIFICATION INFORMATION

The information to be filled in by the Bidder in the following pages will be used for the purpose of post qualification as provided for in Clause 4 of the Instruction to Bidders. This information will not be incorporated in the Contract.

1. For Individual Bidders

1.1 Constitution or legal status of Bidder (Attach Copy)

Place of registration _____

Principal place of business -

Power of attorney of signatory of Bid (Attach)

1.2	Total value of Civil engineering constructions	2018-2019
	Work performed in the last Seven years	2019-2020
	(in Rs. Lakhs)	2021-2022
		2022-2023
		2023-2024
		2024-2025

1.3.1 Work performed as prime contractor, work performed in the past as a nominated sub- contractor will also be considered the sub-contract involved execution of a l l main items of work described in the bid documents, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last seven years** and in current year before the submission of the bid.

Project Name	Name of the Employer	Description of work	Contract No.	Value of contract (Rs. Crore)	Date of issue of work order	Stipulated period of completion	Actual date of completion*	Remark explaining reasons for delay & work Completed

*Attach certificate(s) from the Engineer(s)in-charge

** Immediately preceding the financial year in which bids are received.

#1.3.2 Quantities of work executed as prime contractor, work performed, in the past as a nominated sub-contractor, will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided, further that all other qualification criteria are called (in the same name and style) in the last seven years** and in current year before the submission of the bid.

Year	Name of the work	Name of the Employer	Quantity of work performed (Cum/MT)				Remarks* (indicate contract Ref)
			Cement Concret+65 e (Including RCC & PCC)	Masonry	Earth Works	Bituminous Work	
20__ -20__							
20__ -20__							
20__ -20__							
20__ -20__							
20__ -20__							
20__ -20__							
20__ -20__							

1.4 Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works:

Description of works	Place & State	Contract No.	Name & Address of Employer	Value Contract (Rs. Cr)	Stipulated Period of Completion	Value of Works* remaining to be completed (Rs. Cr)	Anticipated Of completion
1	2	3	4	5	6	7	8

*Attach certificate (s) from the Engineer(s) in-charge

** Immediately preceding the financial year in which bids are received.

1.5 Availability of key items of Contractors Equipment for carrying out the works (Ref. Clause 4.5.5). The Bidder should list all the information requested below.

Item of Equipment	Requirement		Availability Proposals			Remarks (from whom to be purchased)
	NO	Capacity	Owned/ Leased to be procured	Nos/. Capacity	Age/ Conditions	

1.6 Qualifications and experience of key personnel required for administration and execution of the contract. Attach biographical data. Refer also to Sub Clause 9.1 of the Conditions of Contract.

Position	Name	Qualification	Year of Experience (General)	Year of experience in the proposed position
Plant Incharge				
Etc.				

1.7 Proposed sub-contract and firms involved

Sections of the works	Value of Sub-Contractor	Sub-Contractor (Name & Address)	Experience in similar work

Attach copies of certificates on possession of valid license for executing water supply/ sanitary work/ building electrification works.

- 1.8 Financial reports for the last seven years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporations), etc. List them below and attach copies.
- 1.9 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copied documents.

1.10 Name, address, and telephone, telex, and fax numbers of the Bidders bankers who may provide references if contacted by the Employer.

1.11 Information on Litigation history in which the Bidder is involved.

Other Party (ies)	Employer	Cause of Dispute	Amount Involved	Remarks showing Present Status

1.12 Statement of compliance under the requirements of Sub Clause 3.2 of the instruction to Bidders. (Name of Consultant engaged for project preparations is *)

1.13 Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents. (Refer ITB Clause 4.1)

1.14 Programme

2. Additional Requirements

2.1 Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders, if applicable.

- (i) Affidavit
- (ii) Undertaking

* Fill the name of Consultant

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF
CREDIT FACILITIES**

(CLAUSE 4.5.6 OF ITB)

BANK CERTIFICATE

This is to certify that M/s. _____ is a reputed company with a good financial standing.

If the contract for the work, namely _____ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. _____ to meet their working capital requirements for executing the above during the contract period.

(Signature)

Name of Bank

Senior Bank Manager

Address of the Bank

AFFIDAVIT

- 4 I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
- 5 The undersigned also hereby certifies that neither our firm M/s _____ have not abandoned any work of Government of Gujarat/Government of India/any Board or Corporation under Government of Gujarat/Government of India nor any contract awarded to us for such works have been rescinded, during last seven years prior to the date of this bid.
- 6 The undersigned hereby authorize(s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding any (our) competence and general reputation.
- 7 The Undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/ Project implementing agency.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

Date

UNDERTAKING

I, the undersigned do hereby undertake..... that our firm
M/s.....would invest a minimum cash
up to 25% of the value of the work during implementation of the contract.

(Signed by an Authorized officer of the firm)

Title of officer

Name of firm

DATE

SECTION - 3

CONDITIONS OF CONTRACT

Conditions of Contract

Table of Contents

A	General	Page No.	D.	Cost Control	
1	Definitions	41	37	Bill of Quantities	53
2	Interpretation	42	38	Changes in the Quantities	53
3	Language and Law	43	39	Variations	53
4	Engineer's Decisions	43	40	Payments for Variations	53
5	Delegations	43	41	Cash Flow Forecasts	54
6	Communications	43	42	Payment Certificates	55
7	Sub-Contractors	43	43	Payments	55
8	Other Contractors	43	44	Compensations Events	55
9	Personnel	44	45	Tax	56
10	Employer's & Contractor Risk	44	46	Currencies	56
11	Employers Risks	44	47	Price Adjustment	56
12	Contractor's Risk	44	48	Retention	56
13	Insurance	44	49	Liquidated damages	57
14	Site Investigations Reports	45	50	Bonus	58
15	Queries about the Contract	45	51	Advance Payment	58
16	Contractors to Construct the works	45	52	Securities	59
17	The Works to be Completed By the Intended Completion Date	45			
18	Approval by the Engineer	45	54	Cost of Repair	59
19	Safety	45			
20	Discoveries	46	E.	Finishing the Contract	
21	Possession of the Site	46	5	Completion	60
22	Access to the Site	46	56	Taking Over	60
23	Instructions	46	57	Final Account	60
24	Disputes	46	58	Operating and Maintenance manuals	60
25	Procedure for Disputes	47			
			59	Terminations	60
			60	Payment upon Terminations	61
B. Time Control			61	Property	62
27	Programme	48	62	Release from Performance	62
28	Extensions of the Intended completion date	48			
			F.	Special Conditions of Contract	
30	Delays Ordered by The Engineer	48	63	Labour	63
31	Management Meetings	49	64	Compliance with labour regulations Arbitration	63
32	Early Warning	49	65		66
C. Quality Control					
33	Identifying Defects	50			
34	Tests	52			
35	Correction of Defects	52			
36	Uncorrected Defects	52			

CONDITIONS OF CONTRACT

A. GENERAL.

1. Definitions

Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meaning.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid

Compensation Events are those defined in Clause 44 here under

The **Completion Date** is the date of completion of the Works as certified by the Engineer in accordance with Sub Clause 55.1

The Contract is the contract between the Employer and Contractor to execute, complete and maintain the Works **till the completion of Defects Liability Period**. It consists of the documents listed in Clause 2.3 below.

The **Contract data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Bid to carry out the Work has been accepted by the Employer.

The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer and includes Technical and Financial Bids.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days: **months** are calendar months.

The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

The **Engineer** is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensation Events.

Equipment is Contractor's machinery and vehicles brought temporarily to the site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the works.

Plant is any integral part of the work which is to have mechanical, electrical, electronic or chemical or biological functions.

The **Site** is the area defined as such in the Contract Data.

Site Investigation Reports are those which were included in the Bidding documents and are factual interpretive reports about the surface and subsurface conditions at the site.

Specifications means the Specifications of the works included in the Contract and any modification or addition made or approved by the Engineer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Engineer, which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2.0 Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about Conditions of Contract.

2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion date, and Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole works)

2.3 The documents forming the Contract shall be interpreted in the following order of priority

- (1) Agreement
- (2) Letter of Acceptance, notice to proceed with works
- (3) Contractor's Bid
- (4) Contract Data
- (5) Conditions of Contract including Conditions of Contract
- (6) Specifications
- (7) Drawings
- (8) Bills of quantities and
- (9) Any other document listed in the Contract Data as forming part of the Contract.

3. Language and Law

3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Engineers Decisions

4.1 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

5.1 The Engineer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Sub-Contracting

7.1 The Contractor may subcontract any portion of work, up to a limit specified in contract data, with the approval of the engineer but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. **Sub-contracting of supply or specific items of work is not allowed.**

7.2 The sub-contractor must be registered in appropriate class and category for the part of work to be subcontracted.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities and the Employer between the dates given in the Schedule of other Contractor. The Contractors shall as refer to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modifications.

9. Personnel

9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

9.2 If the engineer asks the Contractor to remove a person who is a member of the Contractor Staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractors Risks

10.1 The Employer carries the risk which these Contract states are Employer's risks, and the Contractor carries the risks which these Contracts states are Contractor's risk.

11. Employer's Risks

11.1 The employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive.

12. Contractor's Risks

12.1 All risks of loss of or damages to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract data for the following events which are due to the Contractor's risks:

- (a) Loss of or damage to the works, Plant and materials,
- (b) Loss of or damage to Equipment
- (c) Loss of or damages of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- (d) Personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the **Engineer's** approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Engineer.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Report

14.1 The Contractor in preparing the Bid shall rely on any site Investigation reports referred to in the Contract Data, supplemented by any information available to the Bidder.

15. Queries about the Contract data

15.1 The engineer will clarify queries on the Contract Data

16. Contractor to Construct the Works

16.1 The Contractor shall construct and install the works in accordance with the specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion date

18. Approval by the Engineer

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary works to the Engineer, who is to approve them if they comply with the Specifications and drawings.

18.2 The Contractor shall be responsible for design of temporary works.

18.3 The Engineer's approval shall not alter the contractor responsibility for design of the Temporary works.

18.4 The Contractor shall obtain approval of third parties to the design of the Temporary works where required.

18.5 All Drawings prepared by the Contractors for the execution of the temporary or permanent work are subject to prior approval by the Engineer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the Employer. The contractor is to notify the engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be a Compensation Event.

21.2 If within 25% of the time limit of the project, 80% of possession of the site is not handed over to the Contractor, then contractor/ Employer may fore-close the contract. Contractor/Employer has to foreclose the work within 30 days after lapse of 25%-time limit and after 30 days foreclosure option will be closed.

22. Access to the Site

22.1 The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plants are being manufactured/ fabricated/ assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Engineer pertaining to works which comply with the applicable laws where the site is located.

23.2 The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

24. Disputes

24.1 If the Contractor is of the view that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to Chief Officer (Higher Authority) within 14 days of the notification of the Engineer's decision. If the issue is not resolved, any party can refer the matter for conciliation within 15 days from the decision given by the Chief Officer.

24.2

- (a) For the work up to Rs.100 Cr., if any of the parties is not satisfied with the decision of the Engineer-in-charge, both the parties have to refer to the Chief Officer concern for the conciliation process.

If the dispute is not resolved through the conciliation process, he may refer the dispute to Gujarat Public Works Contract Dispute Arbitration Tribunal. If the Contractor fails to refer a claim / dispute to the Higher Authority within 14 days of the notification of the Engineer's decision, the Contractor shall not be entitled to any additional payment/claim if he doesn't follow the above sequence in stipulated time and he should not stop the work.

25. Procedure for Disputers

25.1 The arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B TIME CONTRO

26. Programme

26.1 Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements orders, and timing for all the activities in the works along with monthly cash flow forecast.

26.2 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

26.3 The Contractor shall submit to the Engineer, for approval an updated programme at intervals no longer than the period stated in the Contract data. If the Contractor does not submit an updated programme within this period, the Engineer may withhold the amount stated in the Contract data from the next payment after the date on which the overdue programme has been submitted.

26.4 The Engineer's approval of the programme shall not alter the Contractor's obligations. The Contractor may revise the programme and submit it to the Engineer again at any time. A revised programme is to show the effect of Variations and Compensations events.

27. Extension of the Intended Completion Date

27.1 The Engineer shall extend the Intended Completion Date if a compensation Event occurs or a Variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.

27.2 The Engineer shall decide whether and by how much to extend the Intended Completion Date within 35 days of the Contractor asking the Engineer for a decision upon the effect of a compensation event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

27.3 The Engineer shall within 14 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the Employer his decision. The employer shall in not more than 21 days communicate to the engineer the acceptance or otherwise of the Engineer's decision. If the employer fails to give his acceptance, the Engineer shall not grant the extension and the contractor may refer the matter under Clause 24.1

28. Delays Ordered by the Engineer

28.1 The Engineer may instruct the Contractor to delay the start or progress of any activity within the works.

29. Management Meetings

29.1 Either the Engineer or the Contractor may require the other to attend a management

meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

29.2 The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

30. Early Warning

30.1 The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract price or delay the execution of works. The Engineer may require the contractor to provide an estimate of the expected effect of the future event or circumstance on the contract price and completion date. The estimate is to be provided by the Contractor as soon as reasonably possible.

30.2 The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

C. QUALITY CONTROL

31. Identifying Defects/ Defect liability period

31.1 : Defect liability period: The contractor shall be responsible to make good and remedy at his own expense any defect which may develop or may be noticed before the period mentioned hereunder from the certified date of completion. The Engineer in charge shall give the contractor a notice in writing about the defects and the contractor shall make good the same within 15 days of receipt of the notice. In the case of failure on the part of the contractor, the Engineer-in-charge may rectify or remove or re-execute the work at the risk & cost of the contractor. The Engineer-in-charge shall be entitled to appropriate the whole or any part of the amount of security deposit towards the expenses, if any, Incurred by him in rectification, removal or re-execution. The Defects Liability period shall be as under....

- (a) For all works costing more than Rs. 50,000 and up to Rs. 1 crore (amount put tender), the period shall be 36 (Thirty Six) months from the certified date of completion or one monsoon, whichever is later.
- (b) For major projects costing more than Rs. 1 crore, the period shall be 36 Months (03 Year) from the certified date of completion.

Modified vide R & B D Circular No. PAC-11-102008-2076-N dated 31/8/2009, PRCH/102013(2976) 2759-N, Dated 27/05/2013 and Circular No.TNC/10/2016/Clause 17A [Correction/(1)C Dated 12/05/2016]

32. Tests

32.1 If the engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect the test shall be a Compensation Event.

32.2 #1% of the amount of work done should be deducted from R.A. Bill of the contractor for testing the quality of material workmanship, irrespective of actual charges.

32.3 Agency has to establish testing laboratory on site for the various test to be carried out in the work for this purpose agency shall construct a **pukka laboratory building** with all facility on site at location specified by the engineer in charge.

33. Correction of defects

33.1 The engineer shall give notice to the Contractor of any defects before the end of the defects Liability Period, which begins at Completion and is defined in the contract data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

33.2 Every time notice of a Defect is given, the Contractor shall correct the notified defect within the length of time specified by the Engineer's notice.

34. Uncorrected Defects

34.1 If the Contractor has not corrected a defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. COST CONTROL

35. Bill of Quantities

35.1 The bill of Quantities shall contain items for the constructions, installation, testing and commissioning work to be done by the Contractor.

35.2 The bill of Quantities is used to calculate the Contract price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

36. Change in the Quantities

36.1 The Engineer shall have power to make any alterations in or addition to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instruction in this connection which may be given to him in writing signed by the Engineer and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rate as are specified in the tender for the main work.

Except that when the quantity of any item exceeds the quantity as in the tender by more than 110%, the contractor will be paid for the quantity in excess of 110%, at the rate entered in the SOR of the year during which the excess in quantity is first executed.

37. Variations

37.1 All Variations shall be included in updated programmes produced by the Contractor.

38. Payments for Variations

38.1 If the additional or altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out as under.

(i) At the rate derived from the item within the contract which is comparable to the one involving additional or altered class of work; where there are more than one comparable items, the item of the contract which is nearest in comparison with regard to class or classes of the work involved shall be selected and the decision of the Superintending Engineer as to the nearest comparable item shall be final and binding on the contractor.

(ii) If the rate cannot be derived in accordance with (i) above, such class of works shall be carried out at the rate entered in the Schedule of Rates of the division

for the year in which the tender was received, increased or decreased by the percentage by which the tender amount is more or less as compared to the amount arrived at the rates in the "Schedule of Rates" of the Division in the year in which the tender was received. If the Schedule of rates of the Division does not contain all the items, the percentage increase or decrease of the tender shall be calculated considering such items which were included in the "Scheduled Rates" of the division for the year and for materials consumed on such item the rate to be charged would be the basic rate taken into account for fixing the rate in S.O.R. referred to above.

(iii) If it is not possible to arrive at the rate from (i) and (ii) above, such class of work shall be carried out at the rate decided by the competent authorities on the basis of detailed rate analysis after hearing the contractor before a Committee of two Superintending Engineers stationed at the same place or the nearest place.

38.2 If the additional or altered work, for which no rate is entered in the "Schedule of Rates" of the Division is ordered to be carried out before the rate is agreed upon, then the contractor shall within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate, which it is his intention to charge for such class of work and if the Engineer in charge does not agree to this rates, he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider it advisable, provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, then in such cases he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of the dispute, the decision of the Superintending Engineer of the Circle shall be final.

Where, however, the work is to be executed according to the designs, drawings and specifications recommended by the contractor and accepted by the competent authority, the alternation above referred to shall be within the scope of such designs, drawings and specifications appended to the tenders.

The time limit for the completion of the work shall be extended in the proportion that the increase in the cost occasioned by alterations bears to the cost of the original work and the certificate of the Engineer-in-charge as to such proportion shall be final and conclusive.

39. Cash Flow Forecasts

39.1 When the programme is updated, the contractor is to provide the engineer with an updated cash flow forecast.

40. Payment certificates.

40.1 The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

40.2 The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in sub-clause 32.3 of the Contract Data (secured Advance).

40.3 The value of work executed shall be determined by the Engineer.

40.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

40.5 The value of work executed shall include the valuation of variations and compensation events.

40.6 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information

41. Payments

41.1 Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 28 days of the date of each certificate.

41.2 Payment of GST (prevailing rates) on the amount payable under the contract to the Contractor will be made by the Employer. Hence, it is the responsibility of the contractor to pay the GST to the concerned Authority.

41.3 Items of the works for which no rate or price has been entered in will not be paid by the Employer and shall be deemed covered by other rates and prices in the Contract.

42. Compensation events

42.1 The following are compensation Events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the site Possession date stated in Contract data to the Contractor

42.2 In case of compensation event occurs and it prevents the work being completed beyond the Intended Completion Date then Authority will approve EOT with eligible contractual price escalation.

43. Tax

43.1 The rates quoted by the Contractor must be inclusive of all taxes prevailing on due date of bid submission including GST. However, any subsequent changes in the tax structure by Government after due date of bid submission will be compensated (+/-) on availability or submission of actual documentation. Contractor will have to intimate Engineer regarding changes occurred in the tax structure after bid submission. If the

contractor fails to provide such information and if any financial obligation may arise due to change in tax structure, same will be recovered from the contractor.

43.2 GST will be shown separately on the bills. Hence, it is the responsibility of the contractor to show the GST to the concerned Authority.

44. Currencies.

44.1 All payment shall be made in Indian Rupees.

45. Price Adjustment

45.1 Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given in the contract data:

(a) The price adjustment shall apply for the work done from the start date given in the contract data up to end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.

(b) The price adjustment shall be determined during each month from the formula given in the contract data.

(c) Following expressions and meanings during the work done during each month
 $R = \text{Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month less the amount of secured advance recovered, if any during the month. It will exclude value for works executed under variations for which price adjustment will be worked separately based on the terms mutually agreed.}$

45.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clause in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

46. Retention

46.1 The Employer shall retain from each payment due to Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

46.2 On Completion of the whole of the Works half the total amount retained is repaid to the Contractor and half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

46.3 On completion of the whole works, the contractor may substitute retention money with an "on demand" Bank guarantee.

In case, Contractor requests for refund of the Retention Money deducted by the Employer

under the provision of this clause, Employer shall consider the said request of the Contractor provided that the refund hereunder shall be made in tranches of not less than 1% (One Percent) of the Contract Price and Contractor furnishes an irrevocable and unconditional Bank guarantee for an equal amount substantially in the format of Bank Guarantee for Performance Guarantee enclosed with SBD and valid up to 60 day beyond the scheduled / extended Defects Liability Period. On completion of the whole works, the contractor has however an option to submit a fresh irrevocable and unconditional Bank Guarantee for an amount equal to 5% of the total value of work executed substantially in the format of Bank Guarantee for Performance Guarantee enclosed with SBD and valid up to 60 days beyond the Defect Liability Period and yet refund the Retention Money Bank Guarantee submitted for refund of Retention Money.

47. Liquidated Damages

47.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payment due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall not be entitled for any interest on the over payment calculated from the date of payment to the date of repayment.

47.3 If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the contract data.

The employer may, without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works on from any other of his obligations and liabilities under the contract.

47.4 If, before the Time for Completion of the whole of the Works or, if applicable any Section, a Taking Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over-Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

~~51.~~ **Securities**

51.1 The performance Security (including additional security for unbalanced bids) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The performance Security shall be valid until a date 60 days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion.

~~52.~~ **Cost of Repairs.**

52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start date and the end of Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damages arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

~~53.~~ Completion

53.1 The Contractor shall request the Engineer to issue a Certificate of Completion of the works and the Engineer will do so upon deciding that the work is completed.

~~54.~~ Taking Over

54.1 The Employer shall take over the Site and the Works within seven days of the Engineer issuing a certificate of Completion.

~~55.~~ Final Account

55.1 The Contractor shall supply to the Engineer a detailed final account of the total amount that the Contractor considers payable as full and final settlement of all claims under the Contract for items before the end of the Defects Liability Period. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

55.2 If reversal in characteristic of tender (L1 becoming L2) on account of excesses and savings in final account is observed, the Engineer/Employer shall be at liberty to restrict the final payment of BOQ items to the lowest amount evaluated of the bids considering the final quantities and the rates quoted including the rebates if any. Payment of variation items shall however be made at the rates approved by the Employer, within 90 days from the physical completion of work.

~~56.~~ Operating and Maintenance Manuals

56.1 If "as built" drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract data.

56.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

~~57.~~ Termination

57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

57.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- a) The contractor stops work for 28 days when no stoppage of work is shown on the current programmed and the stoppage has not been authorized by the Engineer
- b) The Engineer instructs the Contractor to delay the progress of the Works and the instructions is not withdrawn within 28 days;
- c) The Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstructions or amalgamation
- d) A payment certified by the Engineer is not paid by the Employer to the Contractor within 56 days of the date of the Engineer's certificate
- e) The Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- f) The Contractor does not maintain a security which is required;
- g) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
- h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

57.3 When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 59.2 above, the Engineer shall decide whether the breach is fundamental or not.

57.4 Notwithstanding the above, the employer may terminate the Contract for convenience.

58. Payment upon Termination

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a Certificate for the value of the work done less advance payments received up to the date of the issue of the Certificate, less other recoveries due in terms of the contract, less taxes due to deducted at source as per applicable law and less the

percentage to apply to the work not completed as indicated in the Contract data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

58.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the cost of balance material brought by the contractor and available at site, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the works, and the Contractor's cost of protecting and securing the Works and less advance payment received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to deducted at source as per applicable law.

~~59.~~ Property

59.1 All materials on the Site, Plant Equipment's, Temporary Works and Works are deemed to be property of the Employer, if the Contract is terminated because of a contractor's default.

~~60.~~ Release from Performance

60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. SPECIAL CONDITIONS OF CONTRACT

~~61.~~ LABOUR

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment of housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the site and such other information as the Engineer may require.

~~62.~~ COMPLIANCE WITH LABOUR REGULATIONS

During continuance of the contract, the Contractor and his sub- contractor shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notification and bye laws of the State or central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notifications that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to the construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have the right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point to time.

SALIENT FEATURES OF SOME MAJOR LABOUR AND OTHER LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTIONS WORK

- A) **Workmen Compensation Act 1923:** - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- B) **Payment of Gratuity Act. 1972:** - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

- C) **Employees P.F. and Miscellaneous Provision Act 1952:** - The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33% The benefits payable under the Act are:
1. Pension or family pension on retirement or death, as the case may be.
 2. Deposit linked insurance on the death in harness of the worker.
 3. Payment of P.F. accumulation on retirement/death etc.
- D) **Maternity Benefit Act 1951:** - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- E) **Contract Labour (Regulation & Abolition) Act 1970:** The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer, if they employ 20 or more contract labour.
- F) **Minimum Wages Act 1948:** - The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Construction of Building, Roads, Runways are scheduled employment.
- G) **Payments of wages Act 1936:** - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- H) **Equal remunerations Act 1979:** - The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against female employees in the matter of transfer, training and promotions etc.
- I) **Payments of Bonus Act 1965:** - The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20 % of wages to employees drawing Rs. 3500/- per month or less. The bonus to be paid to employees getting Rs, 2500/- per month or above Rs. 3500/- per month shall be worked out by taking wages as Rs. 2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- J) **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolutions of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- K) **Industrial employment (standing Orders) Act 1946:** - It is applicable to all

establishments employing 100 or more workmen (employment size reduced by some of the State and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

- L) **Trade Unions Act 1926:** - The Act lays the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have given certain immunities from civil and criminal liabilities.
- M) **Child Labour (Prohibition & Regulation Act 1986:** - The Act prohibits employment of children below 14 years of age in certain occupations and process and provides for regulation of employment of children in all other occupations and processes. Employment of Child labour is prohibited in Building and Construction Industry.
- N) **Inter – State Migrant workmen’s (Regulation of Employment & Conditions of service) Act 1979:-** The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The inter-state migrant workmen, is an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.
- O) **The Building and Other Construction workers (Regulation of employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** - All the establishments who carry on any building or other constructions work and employ 10 or more workers are covered under this Act.

All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as canteens, First Aid facilities, Ambulance, Housing accommodations for workers near the workplace etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officers appointed by the Government.
- P) **Factories Act 1948:** - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in the manufacturing process.
- Q) **Royalty charges-**The contractor shall pay the royalty to the competent authority as per rule. The **royalty** charges paid shall be borne by the contractor and shall not be reimbursed by the Employer.

R) Following Pollution control Acts and amendments made thereof from time to time shall be applicable.

1. Water (Preservation and control of Pollution) Act, 1974
2. Air (Prevention and Control of Pollution Act 1981
3. Environmental (Protection) Act 1986

The contractor must commit to adopting Environmental management plan for best energy use, waste management, the reduction of pollution as in EMS (Environmental Management system) ISO-14001- 2015

63. ARBITRATION (GCC Clause 24)

The procedure for arbitration will be as follows: -

63.1 If the Contractor is of the view that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to # **Chief Officer** (Higher Authority) within 14 days of the notification of the Engineer's decision. If the issue is not resolved, any party can refer the matter for conciliation within 15 days from the decision given by the # Chief Officer.

63.2

- a) For the work up to Rs.100 Cr., if any of the parties is not satisfied with the decision of the #Superintending Engineer, both the parties have to refer to the #Chief Officer concerned for the conciliation process.
- b) For the work more than Rs.100 Cr., if any of the parties is not satisfied with the decision of the Superintending Engineer, both parties have to refer to the #Secretary, Roads & Building Department, Government of Gujarat for the conciliation process.

If the dispute is not resolved through the conciliation process, contractor may refer the dispute to Gujarat Public Works Contract Dispute Arbitration Tribunal. If the Contractor fails to refer a claim / dispute to the Higher Authority within 14 days of the notification of the Engineer's decision, the Contractor shall not be entitled to any additional payment/claim if he doesn't follow the above sequence in stipulated time. However, during such period, he would not stop the work in any case.

SECTION - 4
CONTRACT DATA

#CONTRACT DATA

Item marked "N/A" do not apply to this Contract.

Clause Reference With respect To section 3

1. The Employers is [CL.1.1]
Name: Regional commissioner municipality, Address:
Ahmedabad , Gujarat
Name of authorized Representative The Chief Officer, **Mehmdavad Nagarpalika**
2. The Engineer is Clerk - Drainage Department,
Mehmdavad Nagarpalika,mahemdavad
Name of Authorized Representative: Mr.
3. The Defects Liability Period is 3 (Three) years from the date of completion. [CL.1.1&33]
4. The Start Date shall be **1st** days for the date of issue of the Notice to proceed with the work. [CL.1.1]
5. The Intended Completion Date for the whole of the works is **36 Months** after start of work with the following milestones: [CL.1.1,17&2]
Milestone dates: [CL.2.2& 49.1]
Physical works to be completed Period from the start date

6. The Site is located at **As per name of Work, Ta. Mehmdavad, Dist : Kheda**
7. The name and identification number of the Contract is: OPERATION & MAINTENANCE OF 5.6 MLD SBR TYPE SEWAGE TREATMENT PLANT AT MEHMDAVAD INCLUDING ALL MECHANICAL, ELECTRICAL, INSTRUMENTATION EQUIPMENT'S AND CIVIL STRUCTURES AS PER TENDERS CONDITION & SPECIFICATION FOR 3 YEARS AT-MEHMDAVAD NAGARPALIKA
8. The works consist of etc. With items as per B.O.Q. The works shall, inter alia, include the following, as Specified or as directed: [CL.1.1]

(A) Other Items

Any Other Items as required to full fill all contractual obligations as per the Bid documents.

10. The following documents also form part of the Contract:
 - As per clause 2-3 [CL.2.3(9)]
 11. The law which applies to the Contract is the law of Union of India [CL.3.1]
 12. The language of the Contract documents is English [CL.3.1]
 13. Limit of subcontracting 25% of the Initial Contract Price [CL.7.1]
 14. The Schedule of Other Contractors [CL.8]
 15. The Schedule of Key Personnel As per Annex – II to Section I [CL.9]
 16. The minimum insurance cover for physical property, injury and death [CL.13] is Rs. 5 lakhs per occurrence with the number of occurrences limited to four. After each occurrence, the contractor will pay an additional premium necessary to make insurance valid for four occurrences always
 17. Site Investigation report [CL.14]
 18. The Site Possession dates shall be [CL.21]
 19. The period for submission of programme for approval of the engineer shall be 21 days from the issue of Letter of Acceptance. [CL. 27.1]
 20. The period between program updates will be days. [CL.27.3]
 21. The amount to be withheld for late submission of an updated programme shall be Rslakhs [CL. 27.3]
 22. The following events shall also be Compensation Events Substantially [CL. 44] adverse ground conditions encountered during the course of execution of work not provided for in the bidding document
 - (i) Removal of underground utilities detected subsequently
 - (ii) Significant changes in classification of soil requiring additional mobilization by the contractor, e.g. ordinary soil to rock excavation,
 - (iii) Removal of unsuitable material like marsh, debris dumps, etc. not caused by the contractor.
 - (iv) Artesian conditions
 - (v) Seepage, erosion landslide
 - (vi) River training requiring protection of permanent work

- (iv) River training requiring protection of permanent work
- (v) Presence of historical, archaeological or religious structures, monuments interfering with the works

(vi) Restriction of access to ground imposed by civil, judicial, or military authority

23. The currency of the Contract is Indian Rupees [CL. 46]

24. **The formula (e) for adjustment of prices are as under:** [CL.47]

- If any of the commodities like Cement, Steel or Bitumen are not found applicable in a work, the weight component of that commodities {i.e. 'Cement' (Pc), 'Steel' (Ps) or 'Bitumen' (Pb) as indicated in SBD for the purpose of Price Adjustment} shall be clubbed with the weight component of 'Other Material' (Pm), such that the gross % weight of the components shall remain as 100%.

R = value of work as defined in Clause 47.1 of Conditions of Contract

Adjustment for labour component

(i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$$V_L = 0.85 \times (P_1/100) \times R \times (L_i - L_0)/L_0$$

V_L = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour

L_0 = The consumer price index for industrial workers for the State on 28 days preceding the scheduled date of opening of technical Bids as published by Labour Bureau, Ministry of Labour, Government of India

L_i = The consumer price index for industrial workers for the State for the month under consideration as published by the Labour Bureau, Ministry of Labour, Government of India.

P_1 = Percentage of labor component of the work.

Adjustment for cement component.

(ii) Prices adjustment for increase or decrease in the cost of cement procured by the contractor

$$V_c = 0.85 \times (P_c/100) \times R \times (C_i - C_0)/C_0$$

V_c = Increase or decrease in the cost of work during the month under consideration due to changes in rates for cement.

C_0 = The all-India wholesale price index for Ordinary Portland Cement on 28 days preceding the scheduled date of opening of technical bid as published by the **Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.**

C_i = The all India average wholesale price index for Ordinary Portland Cement for the month under consideration as published by Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.

P_c = Percentage of cement component of the work

Adjustment for steel component

(iii) Price adjustment for increase or decrease in the cost of steel procured by the contractor shall be paid in accordance with the following formula

$$V_s = 0.85 \times (P_s/100) \times R \times (S_i - S_0)/S_0$$

V_s = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel

S_0 = The all India wholesale price index for steel (**Mild Steel - Long Products Rebars**) on 28 days preceding the date of opening of Bids as published by the **Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry**.

S_i = The all India average wholesale price index for steel (**Mild Steel - Long Products Rebars**) for the month under consideration as published by **Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry**.

P_s = Percentage of steel component of the work

Note : For the application of this clause, the index of **Mild Steel- Long products Rebars** has been chosen to represent the steel group.

Adjustments of bitumen component

(iv) Price adjustment for increase in the cost of bitumen shall be paid in accordance with the following formula

$$V_b = 0.85 \times (P_b/100) \times R \times (B_i - B_0)/B_0$$

V_b = Increase or decrease in the cost of work during the month under consideration due to changes in rates for bitumen.

B_0 = The official retail price of bitumen at the IOC depot at the nearest centre on the day 28 days prior to the scheduled date of opening of technical bid.

B_i = The official retail price of bitumen of IOC depot at the nearest centre for the 15th day of the month under consideration.

P_b = Percentage of bitumen component of the work

Adjustment of POL (fuel and lubricant) component

(v) Price adjustment for increase or decrease in cost of POL (fuel and lubricant) shall be paid in accordance with the following formula

$$V_f = 0.85 \times (P_f/100) \times R \times (F_i - F_0)/F_0$$

V_f = Increase or decrease in the cost of work during the month under consideration due to changes in rates for fuel and lubricants.

F_o = The official retail price of High-Speed Diesel (HSD) at the existing consumer pumps of IOC at the nearest centre on the day 28 prior to the date of opening of Bids.

F_i = The official retail price of HSD at the existing consumer pumps of IOC at the nearest centre for the 15th day of the month of the under consideration.

P_f = Percentage of fuel and lubricants component of the work

Note: For the application of this clause, the price of High-Speed diesel Oil has been chosen to represent the fuel and lubricants group.

Adjustment for Construction Machinery

(vi) Price adjustment for increase or decrease in the cost of plant and Machinery spare procured by the Contractor shall be paid in accordance with the following formula

$$V_p = 0.85 \times (P_p/100) \times R \times (P_i - P_o)/P_o$$

V_p = Increase or decrease in the cost of work during the month under consideration due to changes in rates for plant and machinery spares

P_o = The all India wholesale price index for **manufacturer of machinery for mining, quarrying and Construction** for the month under consideration as published **Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.**

P_i = The all India average wholesale price index for **manufacturer of machinery for mining, quarrying and Construction** for the month under consideration as published **Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.**

P_p = Percentage of plant and machinery spares component of the work.

Note: For the application of this clause, index of Heavy Machinery and parts has been chosen to represent the Plant and Machinery Spares group

Adjustment of other materials Component

(vii) Price adjustment for increase or decrease in cost of local materials other than cement, steel, bitumen and POL procured by the contractor shall be paid in accordance with the following formula

$$V_m = 0.85 \times (P_m/100) \times R \times (M_i - M_o)/M_o$$

V_m = Increase or decrease in the cost of work during the month under consideration due to change in rates for local materials other than cement, steel, bitumen and POL.

M_o = The All Indian wholesale price index (all commodities) on 28 days preceding the scheduled date of opening of technical Bids, as published by the **Office of the Economic**

Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.

M_i = The All India wholesale price index (all commodities) for the month under consideration as published by the **Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.**

P_m = Percentage of local material components (other than cement, steel, bitumen and POL) of the work.

The following percentage will govern the price adjustment for the entire contract:

1. Labour - P_l %
2. Cement - P_c %
3. Steel - P_s %
4. Bitumen - P_b %
5. POL - P_f %
6. Plant & Machinery Spares P_p %
7. Other Materials - P_m %

Total 100 %

25. The proportion of payments retained (retention money) shall be 6% {CL. 48} from each bill subject to a maximum of 5% of final contract price.

26. Amount of Liquidated damages for For Whole of work {CL.49} (1/2000)th of the delay in completion of works Initial contract price, rounded off to the nearest Thousand, per day. For sectional Completion (wherever specified In item 6 of Contract data) (1/2000)th of initial contract price for #5 km Section, rounded off to the nearest thousand per day.

27. Maximum limit of liquidated damages 10 percent of the Initial {CL. 49}
For delay in completion work Contract Price rounded off to
the nearest thousand

28. Amount of Bonus for early completion Amount of bonus for early
completion of work shall be given as per CL.50 of Section-3

29. Maximum limit of bonus for early 5 percent of the Contract {CL. 50}
Completion of work Price

performance of the contract) and on
submission of unconditional Bank
Guarantee for amount of advance

Deleted

30.

31. The securities shall be for the following minimum amounts equivalent {CL. 52} As a percentage of the Contract Price:

Performance Security for 5 percent of contract price plus Rs. (to be decided after evaluation of the bid) as additional security in terms of ITB Clause 29.5

The standard form of Performance security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section 8 of the Bidding Documents.

32. The Schedule of Operating and maintenance Manuals.....N/A. {CL. 58}

33. The date by which “as- built” drawings (in scale as directed) in 2 sets {CL. 58} are required within 28 days of the issue of certificate of completion of the whole or section of the work, as the case may be.

34. The amount to be withheld for failing to supply “as built” drawings {CL. 58} by the Date required is Rs Lakhs.

35. The following events shall also be fundamentals breach of contract: {CL.59.2} “The Contractor has contravened Sub- clause 7.1 and Clause 9 of GCC”

36. The percentage to apply the value of the work not completed representing {Cl 60} the Employer’s additional cost for completing the Works shall be 20 per cent.

SECTION - 5

Conditions of Contract for O & M

CONTRACT NO:-

MEHMDAVAD NAGARPALIKA

TALUKA: MEHMDAVAD, DISTRICT:

MEHMDAVAD

Bid Documents for "Comprehensive Operation and maintenance of civil, mechanical, electrical and instrumentation work for 5.6 MLD SBR Based Sewage Treatment Plant at Mehmdavad, Gujrat for Mehmdavad Nagarpalika for 3 (Three) years."

ESTIMATED COST: RS. 1,89,32,173/-

**MEHMDAVAD NAGARPALIKA
TALUKA: Mehmdavad, DISTRICT:
Mehmdavad**

SECTION A :

**CONDITIONS OF CONTRACT
FOR OPERATION AND MAINTENANCE
(ADMINISTRATIVE PROVISIONS)**

The following additional clauses shall apply only during the Operation and Maintenance period.

1. DEFINITIONS AND INTERPRETATION

- 1.1. **Definitions:** In these Conditions of Contract ("Conditions") the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires.
- 1.1.1. "Applicable Law" means all national (or State) legislation, statutes, ordinances and other Laws and regulations and by laws of any legally constituted public authority.
- 1.1.2. "Contract" means the contract agreement, these conditions, the Employer's requirements, the Tender and the further documents (if any) which are listed in the contract agreement.
- 1.1.3. "Contractor's Equipment" shall mean all equipment, instruments, tools, machinery and other appliances and things of the Contractor at the Site required for the fulfilment of the obligations of the Contractor under these Conditions.
- 1.1.4. "Contractor's Personnel" means the contractor's representative and all personal whom the contractor utilizes on site, who may include the staff, labour, & other employees of the contractor and of each sub-contractor & any other personnel assisting the Contractor in the execution of the work.
- 1.1.5. "Dispute" shall have the meaning given to it in Clause 15 of these Conditions.
- 1.1.6. "Employer's Risk" shall include the risks mentioned as Employers risks in the General Conditions and shall include any negligence or misconduct on the part of the Employer and also any event of Force Majeure as provided in Clause 12 of these Conditions.
- 1.1.7. "Employer's Personnel" means the Employer's Representative, the assistants and

all other staff, labour and other employees of the Employer and of the Employer's representative, and any other personnel notified to the contractor, by the Employer or the Employer's representative, as Employer's personnel.

1.1.8. "Employer's Requirements" means the document entitled Employer's requirements, as included in the contract, and any additions and modifications to such document in accordance with the contract. Such document specifies the purpose, scope, and / or design and / or other technical criteria, for the works.

1.1.9. "Facility" shall mean the entire system to be designed and constructed including the equipment's, buildings, structures, ramps, pits, pipes, fencing, lighting, testing and analysis equipment, tools, computers, software programs, safety equipment, plant machinery, supplies, instruments and inventory incorporated therein, as well as all open areas within the Site, and including any additions, modifications, alterations, replacement and repairs as may be made thereto from time to time.

1.1.10. "Force Majeure" shall mean those events mentioned in Clause 12 of these Conditions.

1.1.11. "General Conditions" shall mean the conditions of tender issued by Employer **Mehmdavad Nagarpalika** for O&M works of projects.

1.1.12. "Good Operating Practices" means the standards, practices, methods and procedures as practiced internationally and in India conforming to all Applicable Law and that degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled and experienced contractor engaged in India in the same type of undertaking under the same or similar circumstances as the Contractor pursuant to these Conditions.

1.1.13. "O & M Contract" shall mean the contract or part of any other contract having scope of Operation and Maintenance of facilities, entered in between the Employer and the Contractor pursuant to these Conditions.

1.1.14. "O & M Completion Certificate" shall mean the certificate to be issued by the Employer on the completion of all the obligations of the Contractor under these Conditions.

1.1.15. "O & M Services" shall mean those services specified in Schedule [1] which the Contractor is obligated to perform under these Conditions.

1.1.16. "O & M Standard" shall mean the standards: As set forth in the tender documents

- a) As required pursuant to Applicable Law;
- b) Set out in the Performance Guarantee; and
- c) For the functioning of the Facility as required in accordance with the Contract including such requirements as may be mentioned in the Employer's Requirements.
- d) For the functioning of the Facilities set forth in these Conditions.

1.1.17. "O & M Manual" shall have the meaning for manual of Operation and Maintenance prepared by the contractor.

1.1.18. "O & M Period" shall have the meaning set out in Clause.

1.1.19. "O & M Price" shall mean the amount of Operation & Maintenance as agreed upon

1.1.20. "Party" shall mean each of the Contractor and the Employer and Parties shall mean both of them together.

1.1.21. "Performance Guarantees shall mean the guarantee that the Facility shall be operated continually satisfying the minimum performance parameters set out in Schedule.

1.1.22. "Successor Contractor" shall have the meaning given to it in Clause.

1.1.23. "Site" shall means that specific area specified in the bid documents & shall include any other places as may be specifically designed by the Employer from the time to time as forming part of the site.

1.1.24. "Taking over Date" shall mean the date of issue of the taking over certificate at the end of the Operation and Maintenance period.

1.1.25. "Taking over Certificate" means the certificate to be issued by **Mehmdavad Nagarpalika** / ULB to the Contractor at the successful completion of the Operation and Maintenance period.

1.1.26. "Termination" shall have the meaning given to it in Clause [13] of these Conditions.

1.2 Interpretation: In these conditions, except where the context requires otherwise.

- 1.2.1. words indicating one gender include all genders,
- 1.2.2. words indicating the singular also include the plural and words indicating the plural also include the singular,
- 1.2.3. Provisions including the word „agree“, „agreed“ or „agreement“ require the agreement to be recorded in writing;
- 1.2.4. „written“ or „in writing“ means hand- written, type- written, printed or electronically made, and resulting in a permanent record;
- 1.2.5. The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions;
- 1.2.6. The words „include,“ „includes“ and „including“ are not limiting;
- 1.2.7. As used in these Conditions, all defined terms include the plural as well as the singular;
- 1.2.8. Any agreement, document or drawing defined or referred to in these Conditions shall include amendment, modification and supplement thereto and waiver thereof as may become effective from time to time, except where otherwise indicated;
- 1.2.9. Any reference to any Clause or Sub – Clause shall unless specified otherwise mean a Clause or Sub-Clause of these Conditions; and
- 1.2.10. Any rights of the Employer to make any inspections or to review any document shall not create any obligation on the Employer to conduct such inspections or reviews to detect any errors, inaccuracies, ambiguities or other potential problems. No inspection or approval by or on behalf of the Employer shall operate as a waiver of any provision of these Conditions, any obligation of Contractor under these Conditions, or any of the rights of the Employer hereunder, except as expressly agreed in writing by the Employer.

1.3. Scope during Trial run and Defect Liability period:

- 1.3.1. The scope of work under this contract includes trial run and maintenance of the STP(s) as a whole and its parts as an individual component as well. Under this the contractor has to run the scheme completely and will have to prove performance of each component individually and of whole scheme as per the standards laid down in contract. During this period the contractor shall have to appoint necessary staff for running and maintenance of scheme. The candidature of the staff being engaged by contractor shall have to be approved by the Engineer-in-Charge. During this period Engineer-in-Charge/Nagarपालिका will appoint staff to check the performance of project and also get hands on training to run and maintain

the scheme. Contractor and his staff will arrange training for the staff to the satisfaction of Engineer In-charge. The period of trial run, testing and commissioning will be three (03) calendar months from the date of actual completion of the scheme as certified by the Engineer In-charge. Defect liability period will start from successful commissioning of the Plant.

1.4. Commencement and Duration of O & M part of contract

1.4.1. "The O & M Period" shall commence from the date of issue of „Certificate of successful commissioning" of the facilities including three calendar month trial run period or till prescribed parameters are not attained & whichever is later of the two and shall continue operation & maintenance of entire system for 4 years including three years defect liability period there from.

1.5. Applicable Law

1.5.1. The Contractor shall comply with all Applicable Law relevant to the Contractor's Personnel, including Applicable Law relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

1.5.2. The Contractor shall require his employees to obey all Applicable Laws, including those concerning safety at work.

1.5.3. In the event Employer becomes liable to any Employer's Personnel, any Governmental authority (including but not limited to any fines or penalties levied by or payable to such authority) or to any other third party under the provisions of any Applicable Law resulting from Contractor's failure to comply with such Applicable Law, Contractor shall reimburse Employer for all payments required to be made by Employer to such Employers Personnel, Governmental authority or any other third party, plus the actual expenses that Employer may incur in investigating, settling or defending any litigation or threatened litigation.

1.6. Assignment

1.6.1. The Contractor will not be entitled to sub-contract any part of his obligation under these Conditions to any third party .

1.7. Safety

1.7.1. Emergencies

In the event of an emergency endangering any life or property, the Contractor shall immediately take such action as may be necessary to prevent, avoid or mitigate injury, damage or loss and shall, as soon as possible, report any such incidents, including his response thereto to the Employer.

1.7.2. Contractor Action

The Contractor shall utilize his personnel to take such action as may be necessary in accordance with Good Operating Practices in the event of an emergency. Notwithstanding anything to the contrary herein, the Contractor may incur any expenditure or take any

other operating actions as the Contractor deems to be necessary (in accordance with Good operating practices) in the case of emergencies affecting the Facilities or the operation of the Facilities to counteract the effects where the Contractor considers immediate action is required to safeguard lives or property. In case such emergency was caused due to an Employer's Risk then the Employer shall reimburse such reasonable expenses that might have been incurred by the Contractor in relation thereto acting in accordance with Good Industry Practices.

1.8. Notification

- 1.8.1. In the event of an emergency the Contractor shall forthwith notify the Employer of the emergency, the expenditures made and the operating actions taken.
- 1.8.2. If the Employer considers that an emergency has arisen in relation to the Facilities, the Employer may give written notice to the Contractor specifying the nature of the emergency which it has identified and the manner in which it requests such emergency to be rectified. The Contractor shall rectify such defect with all due diligence. If such emergency is on account of an Employer's Risk then the Contractor shall be reimbursed all costs and expenses reasonably incurred by the Contractor for any actions taken by it pursuant to such direction or notice. If the Contractor fails to comply with such direction or notice promptly, the Employer shall be entitled to procure that it or any third party takes such actions as may be necessary to remedy such breach by the Contractor. Any costs that may be incurred by the Employer in this regard shall be reimbursed to him in full by the Contractor and shall be a debt due to him from the Contractor.

1.9. Inspections

Notwithstanding any provisions of these Conditions and without prejudice to any of the other rights vested by the Contractor under these Conditions, The Employer shall have the right at all times to inspect the Facilities and the Contractor shall co-operate in every manner with the representatives of the Employer inspecting the Facilities and allow them access to every part of the Facilities and produce any records requested.

2. OPERATION OF THE FACILITIES

2.1. Operation of the Facilities

- 2.1.1. On Employer appointing the Contractor to perform and undertake the O & M Services and all other obligations set out and in accordance with these Conditions during the O&M Period. The Contractor shall accept the appointment and acknowledges a duty to perform such obligations.
- 2.1.2. The Contractor shall be in complete charge of and have custody and control over and responsibility for the Facilities, and the Contractor shall perform or cause to be performed on behalf of the Employer all O & M Services for the Facilities and shall supply or cause to be supplied all materials required there for in accordance with the O & M Standard.
- 2.1.3. The Contractor shall also acknowledge that the Employer and the Employer's Personnel and other contractors may be carrying out work at the Facilities and shall endeavour to fully co-operate and work in a manner so as not to cause any obstruction or hindrance to them.

- 2.1.4. The Contractor shall remain an independent Contractor and not an agent, employee and nothing in these Conditions or the O & M part of contract shall be deemed to create a Joint Venture between the Employer and the Contractor.

2.2. Responsibility of the Contractor:- The Contractor shall be solely and exclusively responsible for:

- 2.2.1. The contractor shall be responsible for smooth and satisfactory operation and maintenance of the plant on round the clock basis for a period of 4 (Four) years from the date of completion of trial run and commissioning of sewerage Treatment Plant.
- 2.2.2. Obtaining all necessary permits and consents required by Applicable Law or any Governmental authority for the Contractor to carry out the O & M Services;
- 2.2.3. The procurement of all goods and services necessary to ensure compliance with his obligations under these Conditions,
- 2.2.4. Making available suitably qualified and trained personnel to perform the O & M Services;
- 2.2.5. Perform the O & M Services in accordance with the O & M Manuals prepared by the Contractor and as approved by the Engineer in Charge and maintain the Facilities in good repair and condition and ensure that the Facilities are well and suitably maintained at all times in accordance with Good Operating Practices and in accordance with these Conditions;
- 2.2.6. Procuring and administering all chemicals and other consumables, tools, equipment, spare parts and other materials (which shall be of good quality and unused) necessary for the operation and maintenance of the Facilities;
- 2.2.7. Maintaining a system of records to identify all inventories related to the Facilities and preparing and providing to the Employer a complete accounting of such inventory for every fiscal quarter;
- 2.2.8. Arranging for the testing and recalibration of all scales, meters, gauges and other measuring devices at the Facilities on an annual basis and maintain the Calibration certificates as records unless otherwise stated in the O & M part of contract; and
- 2.2.9. For providing any and all relevant information required by the Employer.
- 2.2.10. Contractor shall ensure that the treatment plant is run on continuous basis and shut down if any subject to obtaining prior permission / approval of the Employer. Generally major repair encountered in any unit shall be attended as quickly as possible.
- 2.2.11. The contractor shall monitor the performance of the Sewerage treatment plant; conduct the analysis of the influent as well as effluent quality after treatment.

- 2.2.12. Contractor shall initiate and take adequate actions to ensure smooth and satisfactory performance/ running of the plants on a 24 hours/ round the clock basis.
- 2.2.13. For the smooth running of the plant all the required equipment, machineries, accessories, major and minor spares, consumables including chemicals, greases, lubricants, all cleaning agents, packing, rubber sheet, laboratory reagents, all hardware, required quantity of white wash, oil paint color, all types of epoxy paint, material required for housekeeping and cleaning etc. are to be brought by the contractor. The quality of all consumable and spare etc. i.e. technical requirements as per manufacture recommendation shall remain unchanged.
- 2.2.14. A technical expert of the contractor shall visit the plant on every fortnight and will suggest if required, to improve the efficiency and working of the plant. The visit must be recorded in document and outcome of the visit/minutes of meeting should be got signed by Engineer In-charge of works without which the visit shall not be considered.
- 2.2.15. In case, there is no inflow to the plant after completion of construction for a period of one month and/ or more, payment during first fifteen days of O & M stage will be made without any deduction. Payment for next fifteen days of the first month shall be made at rate of 50% of O & M price quoted by him. Contractor shall also be paid for 15 days of the second month at rate of 50% of O & M price quoted by him. Thereafter, payment towards security watchmen and minimum power requirement will only be made (i.e. after 45 days of completion of construction). ULB shall intimate Contractor by written notice in such event during initial fifteen days of O & M period.

3. DUTY OF CARE BY THE OPERATOR AND PERFORMANCE STANDARDS

3.1. Duty of Care

- 3.1.1. The Contractor shall manage, operate and maintain the Facilities in accordance with Good Operating Practices and in accordance with the O & M Standard so that the Facilities are capable of meeting the outputs and specifications set out in the Contract.
- 3.1.2. The Contractor shall take full responsibility for the care of the Facility from the date of start of O&M period, till the end of the O & M Period.
- 3.1.3. If any loss or damage happens to the Facility, during the O & M Period due to any breach by the Contractor of any of his obligations under these Conditions including any wilful misconduct, negligence and non-conformity with Good Operating Practices then the Contractor shall, at his own cost, rectify such loss or damage so that the Facility conforms in every respect with the provisions of these Conditions.
- 3.1.4. The Employer shall be liable only in case of any damage caused due to any Employer"s Risk.

4. OBLIGATIONS AND RESPONSIBILITIES OF THE EMPLOYER

The Employer shall employ the Contractor to provide the O & M Services and shall:

- 4.1.1. following the issue of Certificate of Successful commissioning and trial run, handover the custody of the Facilities to the Contractor for its intended use during the O & M Period; and
- 4.1.2. Pay the Contractor all sums required to be paid in accordance with the terms of

these Conditions. Notwithstanding anything else herein contained the Employer may set off any sums owed by the Contractor under the Contract for money owed to the Contractor by the Employer under these Conditions or as a debt due from the Contractor.

5. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

The Contractor hereby represents for the benefit of the Employer as follows:

5.1. Performance of O & M Services

- 5.1.1. that the Contractor has the required skills and capability to perform, and shall diligently perform, the O & M Services in a high quality, timely and professional manner utilizing sound engineering principles and project management procedures in accordance with Good Industry Practices;
- 5.1.2. that the Contractor shall perform his obligations hereunder in accordance with the requirements of these Conditions and shall meet the Performance Guarantee; and
- 5.1.3. That it shall not use any spare parts or material that are not new and which shall be of a quality that is in accordance with Good Industry Practices.

5.2. Knowledge of Adverse Information

- 5.2.1. As of the Commencement Date, Contractor is not aware of any facts, conditions or events which would affect the ability of Contractor to provide the O & M Services in accordance with these Conditions.
- 5.2.2. Contractor has familiarized himself with the nature and extent of the O & M Services required to be provided under these Conditions and with all other requirements under Applicable Law

5.3. Organization, Standing and Qualification

Contractor is validly existing and in good standing under Applicable Law and has all necessary power and authority to carry on its business as presently conducted and to perform its obligations under these Conditions. Contractor is, or will be prior to the date on which the O & M Services are to be commenced duly qualified or licensed to provide these services.

5.4. Due Authorization

- 5.4.1. Each of the execution, delivery and performance by the Contractor of all contracts entered into pursuant to these Conditions shall be duly authorized by all necessary action on the part of Contractor.
- 5.4.2. Neither the execution and delivery by Contractor of the O&M Contract, nor the consummation by Contractor of any of the transactions contemplated hereby, requires the consent or approval of, the giving of notice to, the registration with, the recording or filing of any document with, or the taking of any other action in respect of, any Governmental authority or agency, except:
 - a) Such as have been duly obtained, given, registered, recorded, filed or taken and are in full force and effect or are not yet required; and

- b) Filings and recordings expressly required pursuant to the O & M part of contract. Contractor holds, or will obtain, any and all licenses, permits and approvals on a timely basis. Contractor has no reason to believe that any of those not yet required will not be readily obtainable or done in the ordinary course of business upon due application there for.

5.5. Litigation

In the aggregate, there are no pending or, to the knowledge of Contractor, threatened actions, investigations or proceedings before any court, Governmental authority or arbitrator, which would have material adverse effect on the ability of Contractor to perform its obligations under these Conditions

6. INSURANCE

6.1. General Conditions

6.1.1. Without limiting the Contractor's obligations, responsibilities and liabilities under these Conditions, the Contractor shall be required to provide and maintain in full force and effect, at his expense the insurance coverage's specified in Schedule [3] throughout for the O&M Period. Any deductibles on the insurance shall be to the account of the Contractor.

6.1.2. Maintenance of insurance shall not relieve the obligation of the Contractor to remedy or repair any damage to the Facility in case such damage is caused due to the fraud, negligence, wilful misconduct or breach of any obligations of the Contractor under these Conditions (including failure to perform the O & M Services in accordance with Good Operating Practices) at the Contractors cost promptly and regardless of the extent of settlement of claims by the underwriters or the time taken for settlement of claims. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor to the extent any such liability or damage is caused due any breach of any obligations of these Conditions (including failure of the Contractor to perform the O & M Services in accordance with the Good Operating Practices) by the Contractor or any wilful misconduct, negligence on the part of the Contractor.

6.1.3. The terms of the Insurance shall be approved by the Employer.

6.1.4. The Contractor within the 14 days from work order shall submit to the Employer evidence that the insurances required under Schedule [3] of these Conditions has been obtained as approved by the Employer.

6.1.5. The Contractor shall not make any alteration to the terms of any insurance without the prior approval of the Employer. If the Contractor fails to effect and keep in force any of the insurance it is required to effect and maintain under these Conditions, or fails to provide satisfactory evidence and copies of policies in accordance with this Sub Clause, the Employer may effect insurance for the relevant coverage and pay the premiums due and may claim the same from the Contractor. The insurances:

- a) shall be in the name of the Employer and the Employer shall be the sole loss payee,
- b) shall be extended to cover liability for all loss and damage to the Employer's property arising out of the Contractor's performance of his obligations or failure to do so under these Conditions and any fraud, gross negligence or wilful misconduct on his part, and.

- 6.1.6. If the Contractor fails to effect and keep in force insurance which is required to be maintained under these Conditions, and the Employer neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which would have been recoverable pursuant to such insurance shall be paid by the Contractor.
- 6.1.7. The insurance shall cover all the electrical items, mechanical items, Instrumentation & automation items, all civil works, Storage structures etc. The insurance for the work of transmission main is optional. Since the responsibility of safety of all work lies with contractor, contractor may prefer to take the insurance of optional item also if deemed fit.

7. INDEMNIFICATION

7.1. Loss or Damage to Facilities

The Contractor shall at its own expense make good any physical loss or damage to the Facilities occasioned by it in the course of the performance of its obligations under these Conditions if and to the extent such loss or damage is caused by the negligence, wilful default or breach of statutory duty or failure to follow Good Industry Practices by the Contractor

7.2. Other Loss or Damage

- 7.2.1. Except as otherwise stated in this Clause 7.2 or covered by Clause 7.3, the Contractor shall indemnify, defend and hold harmless the Employer against any and all liabilities, losses, damages and claims of whatever kind and nature, including all related costs and expenses incurred in connection therewith, in respect of personal injury to or death of third parties or any employee of the Employer or the in respect of loss of or damage to any third party property or property belonging to employee of the Employer by:

- a) any breach by the Contractor of its obligations hereunder and
- b) any negligence, wilful default or breach of statutory duty on the part of Contractor

- 7.2.2. Except as otherwise stated in this Clause 7.2 or covered by Clause 7.3, the Employer shall indemnify, defend and hold harmless the Contractor for all claims and losses of whatever kind and nature, including all related costs and expenses incurred in connection therewith, in respect of personal injury to or death of third parties or of any person employed by the Contractor in respect of loss of or damage to any third party property or property belonging to any person employed by the Contractor to the extent that the same arises out of any Employer's Risk

7.3. Accidents or Injury to Workmen

- 7.3.1. The Contractor shall indemnify, defend and hold harmless the Employer or any Employer's Personnel against any and all claims for loss, damage and expense of whatever kind and nature (including all related costs and expenses) in respect of the death of or injury to any person employed by the Contractor in connection with the performance of the O&M Services and obligations hereunder except to the extent that such death or injury is caused by an Employer's Risk.

- 7.3.2. Neither Party shall be liable to the other Party for loss of use of the Facilities, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than under Sub-Clause[13] and this Clause [7].
- 7.3.3. The total liability of the Contractor to the Employer, under or in connection with these Conditions other than as provided in Clause 7.3.2 & 14 shall not exceed the sum of the O & M Price and the Delay Damages payable under the these Conditions.
- 7.3.4. This Sub-Clause shall not limit liability of the Contractor in case of fraud wilful default, gross negligence and liabilities arising due to breach of Applicable Law and the liability under any other Clause of these Conditions that might impose a greater liability on the Contractor

8. INSPECTION

8.1. General Provisions

- 8.1.1. The Employer may check the operation of the Facilities or designate an organization of his choice to carry out inspections regularly. The Employer or the organization appointed by him shall check that the Contractor is performing the tasks for which he is responsible with due diligence. The Contractor shall at his cost provide all the assistance the Employer requires to complete these inspections
- 8.1.2. Before any inspection, the Employer shall give prior notice to the Contractor, indicating the name(s) of the person(s) empowered to carry out such inspection in the name of the Employer

8.2. Measurement and Analysis

- 8.2.1. The Employer has the right to perform any analysis or inspection he deems necessary. Before any inspection, the Employer shall give a prior written notice to the Contractor.
- 8.2.2. The sewage quantity, for any such test, analysis or inspection shall be measured by flow-meters installed at the Facility, which are acceptable to the Employer, provided they are maintained and calibrated as per requirements of this contract.
- 8.2.3. Other parameters like Pressure temperature and speed shall be measured by certified calibrated meters provided by the contractor and, which are acceptable to the Employer
- 8.2.4. The flow meters shall be inspected and certified upon their availability by the Employer and the Contractor. Thereafter, the said meters shall be tested and their accuracy verified once in every six (6) months by the Contractor. After each inspection, the flow-meters shall both be sealed in the presence of representatives of the Employer and the Contractor in a manner that is adequate to prevent the tampering of said meters by any person.
- 8.2.5. The Contractor shall be responsible for the security and protection of flow-meters at the designated point. If there is any malfunctioning of the meters, it should be repaired at the Contractor's cost, as per manufacturer's technical recommendations.

8.3. Plant Complex Visits

- 8.3.1. At the end of each month, or at the initiative of the Employer, a visit shall be organized so that both parties can check the condition of the installations at the facilities.
- 8.3.2. A report shall be drawn up to record the opinions of both Parties. The Employer reserves the right to call in equipment manufacturers or specialized technicians for these visits.
- 8.3.3. These visits shall provide an opportunity for examining maintenance programs and operating procedures and improvements requiring additional investments.
- 8.3.4. Any test, visit, analysis or inspection and any approval thereof shall not in any way alter/modify or dilute the responsibility of the Contractor to fulfil his obligations under these Conditions.

9. RECORDS AND REPORTS

9.1. Operating Records and Data- The Contractor shall:

- 9.1.1. Prepare and maintain, on a current basis and in accordance with generally accepted Indian accounting principles, proper, accurate and complete books and records and accounts of all transactions related to the Facilities including a log book at the site which shall contain inter alia the following details
 - a) Reading from the different meters, indicators and recorders (including but not limited to consumption of energy, volume of water conveyed, operating times of the different items of equipment etc which may be updated on a daily basis); and
 - b) Report of visits by persons other than those of the Employer and the Contractor to the Facility
- 9.1.2. Establish and maintain a weekly and monthly reporting system to provide storage and ready retrieval of operating data relating to the Facilities, including such information necessary to verify calculations made pursuant to these Conditions or the O & M part of contract and provide the same to the Employer on a monthly basis
- 9.1.3. Provide to the Employer or such persons notified by it access to the Facilities and to data in relation to the Facilities, at all times.
- 9.1.4. At the Employer's request, at the end of every month, make a copy of the system performance data for that month as recorded by the instrument and control system on CDs
- 9.1.5. / DVDs and printed document there from and deliver the same to the Employer with one week.
- 9.1.6. Provide support to the Employer to meet the data requirements of all competent authorities and under Applicable Law

9.2. Reports

- 9.2.1. The Contractor shall submit the reports mentioned in Schedule [2] at times indicated in the said Schedule.
- 9.2.2. The Contractor shall also provide the Employer with such reports as are required

by the Employer and shall comply with all reporting requirements prescribed under these Conditions and the O & M part of contract. In addition the Contractor shall submit the following information to the Employer.

9.2.3. Upon obtaining knowledge thereof, shall submit prompt written notice of:

- a) Any litigation or material claims, disputes or actions, threatened or filed, concerning the Facilities or the services to be performed hereunder;
- b) Any refusal or threatened refusal to grant, renew or extend or any action pending or threatened that might affect the granting, renewal or extension of any clearance, permit or license;
- c) Notwithstanding the aforementioned materiality, all penalties or notices of violation issued by any authority under Applicable Law;

9.2.4. The Contractor shall promptly submit to the Employer any material information concerning new or significant aspects of the operations of the Facilities, any material complaint about the Facilities from any person or entity with a bonafide complaint who complains directly to the Contractor and, upon Employer's request, shall promptly submit any other information concerning the Facilities or the services performed by the Contractor.

9.2.5. The Employer may from time to time specify any changes to be made to any of the format of any report or plan required hereunder.

9.2.6. If the Contractor is required by any Applicable Law to produce any projection, report or any other document relating to the provision of the O & M Services of the Facilities or the Employer requests a report regarding other information relating to the Facilities, the Contractor shall prepare a draft of such document at the request of the Employer, as soon as practicable and in any event within any time limit prescribed by Applicable Law.

9.2.7. If the Contractor is required by any Applicable Law to produce any projection, report or any other document, it shall prepare such report diligently and submit the same to the Employer as soon as possible thereafter. Wherever practicable, such reports shall be submitted to the Employer for review seven days before the same is issued. The Contractor shall take into account any comments or revisions proposed by the Employer thereon.

9.3. Procurement

9.3.1. The Contractor is responsible for the procurement of all goods and services necessary to ensure compliance with its obligations under these Conditions.

9.3.2. The Contractor shall procure and keep in readiness spare parts required for urgent repairs, materials, supplies and other consumable items, and maintains an adequate inventory thereof Facilities.

9.3.3. The Contractor shall submit a report for every fiscal quarter to the Employer reflecting the status of the inventory for spare parts, materials and other consumable items.

9.3.4. The Contractor shall procure the Chlorine Gas Tonners. Necessary arrangement for procurement of Chlorine Gas in tonners / cylinders shall be made by the contractor. No extra charges shall be paid for hiring / Purchasing the tonners / Cylinders. The contractor shall ensure adequate storage of these materials, so that operations of

the facilities do not affect for want of these materials.

10. PAYMENT

- 10.1.1. The Contractor's request(s) for payment shall be made to Employer in writing, accompanied by invoice(s) along with presence sheet of personnel of particular month duly certified by our Engineer on site, claims etc. as appreciate.
- 10.1.2. Payment shall be made by Employer as per prevailing procedure subsequent to the submission of such invoice(s) / claim(s) by the Contractor.
- 10.1.3. Employer will deduct from the amount payable to the contractor any amount paid by Employer on behalf of the contractor of Gujarat Electricity board (GEB) electricity charges including penalty for non conformance of desired Power factor or any other dues and liquidated damages as per clause and, as per tender terms and condition, Any telephone bills charged by telephone department towards contractor's usage, the payment of telephone bill will be made by contractor
- 10.1.4. Contractor will provide Security Guards services for all assets in plant STP premises for 24 hours of a day and 365 days of the year for the whole contractor period".

11. Additional Conditions:

- a) The analysis for the Plant Performance Evaluation for Commissioning Certificate, Defect Liability Phase and Operation & Maintenance, should be carried out at the Third Party Reputed Laboratory as per the Engg-In- Charge Approval. Note-
 - i) The above stated analysis requirement are in addition to the routine analysis for commissioning or regular course of operation as per the tender document and can be done at plant scale.
 - ii) The Charges for the Third Party Laboratory Testing to be borne by **Mehmdavad Nagarpalika** /Client (Respective Nagarpalika/Authority).
 - iii) The frequency of Sampling for
 - Completion/ Commissioning – Three (3) Composite Samples for a day, for Three(3) Consecutive Days (72 Hours)
 - Operation & Maintenance - Four (4) Nos. of Composite Sample for a day (Weekly Once).
- b) The statutory Charges from Gujarat Pollution Control Board (GPCB) or Central Pollution Control Board (CPCB) or any other Authority for any Compliance should be paid by the Contractor on behalf of Client and would be reimbursed by client at actual.
- c) Any Penalty imposed by GPCB/CPCB/ or any other Authority for Non-compliance of Effluent Quality Standard shall be recovered from Contractor at two times of the Penalty.

12. FORCE MAJEURE

In this Clause, „Force Majeure“ shall mean an event or circumstance, which materially and adversely affects the ability of the affected Party to perform its obligations.

- a) which is beyond a Party's control,
- b) which such Party could not reasonably have provided against before entering into the O & M part of Contract;

- c) which, having arisen, such Party could not reasonably have avoided or overcome, and
- d) which is not attributable to the other Party

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies)
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,
- c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel and other employees of the Contractor;
- d) As result of war, explosive materials, harmful radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio- activity, and
- e) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity. Heavy rainfall, cyclone, strike and lockout.

12.1. Notice of Force Majeure

- 12.1.1. If a Party is or will be prevented from performing any of its obligations under these Conditions by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 7 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.
- 12.1.2. The Party shall, having given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them.
- 12.1.3. Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

12.2. Duty to Minimize Delay

- 12.2.1. Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure.
- 12.2.2. A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.
- 12.2.3. Notwithstanding anything else herein contained the Employer may terminate the O & M part of contract if the Force Majeure event continues for more than a period of 90 days.

13. TERMINATION:

Termination shall mean the termination of the O&M part of Contract by the Employer or the Contractor in accordance with Clause 13.1 or 13.2 respectively.

13.1. Termination by Employer

The Employer may terminate the O & M part of Contract by notice on:

- a) the dissolution or insolvency of the Contractor, pursuant to an order of a court or the bankruptcy of the Contractor; or;
- b) if 45 days having passed since the Contractor is in material breach of his obligations under these Conditions, or
- c) if the Contractor ceases to carry on its business; or
- d) abandonment;
- e) the subsisting Force Majeure event as provided in Clause 12.2.3 above.

13.2. Payments upon Termination

13.2.1. Upon termination or as soon as practicable thereafter an account shall be taken of the net amount owing from the Employer to the Contractor or from the Contractor to the Employer (as the case may be). The Employer shall forthwith pay to the Contractor (if the balance is due to the Contractor) all moneys due to the Contractor. If the account shows a balance due to the Employer from the Contractor, the Contractor shall forthwith pay any such balance to the Employer;

13.2.2. As part of the calculation made pursuant to clause 13.1 of the amounts due to the Contractor on Termination, the following amount shall be taken into account.

- a) The portion of the O & M Price outstanding and payable by the Employer for the period prior to the Termination;
- b) Any Delay Damages or indemnities for which the Contractor would be liable under these Conditions upto the date of Termination;
- c) Any other amounts due to the Employer under these Conditions by the Employer including return of any amount of the O & M Price paid in advance by the Employer to the Contractor under Clause [10].

13.3. In case of a Termination by the Employer in accordance with Clause 13.1 the Employer may recover other than the amounts due to him under Clause 13.2.2 any costs incurred by him in finding any replacement contractor

13.4. Successor to the Contractor Upon Termination:

13.4.1. The Contractor shall use all endeavors to facilitate the appointment and commencement of duties of any person to be appointed by the Employer to operate and maintain the facilities (the "Successor Contractor") so as not to disrupt the normal Operation & Maintenance of the Facilities and shall provide full access to the Facilities and to all relevant information, data and records relating thereto by the Successor Contractor and its representatives and accede to all reasonable requests made by such persons in connection with preparing for taking over the Operation & Maintenance of the Facilities;

13.4.2. Promptly after Termination, the Contractor, shall deliver to (and shall, with effect from Termination, hold on trust for and to the order of) the Employer or (if so required by the Employer by written notice) to the Successor Contractor all property in its possession or under its control owned by the Employer or leased or licensed to the Employer;

- 13.4.3. The Contractor shall transfer to the Successor Contractor, as from the date of Termination, its rights as the Contractor under all contracts entered into by it in the performance of its obligations under these Conditions or relating to the Operation & Maintenance of its obligations under these Conditions or relating to the Operation & Maintenance of the Facilities. Pending such transfer, the Contractor shall hold its rights and interests there under for the account and to the order of the Successor Contractor.
- 13.4.4. The Employer shall be reimbursed any cost and expenses incurred by the Employer due to default of the Contractor in discharging its obligations under this Clause [13].
- 13.4.5. The Contractor shall, upon Termination of the O & M part of Contract, co-operate with the Employer and the Successor Contractor and comply with all reasonable requests thereof, including the execution of documents etc.
- 13.4.6. Upon Termination of the O & M part of Contract on expiry of the terms of the O & M part of Contract, the Parties agree that:-
- 13.4.7. The Contractor will use reasonable efforts to ensure a transition to the next Contractor that will avoid operating difficulties for the Facilities.
- 13.4.8. For a six (6) month period after Termination or six (6) months prior to the expiration of the O&M part of Contract, the Contractor shall, at his expense, provide sufficient assistance to the Employer in the hiring and training of replacement personnel for those Facilities.
- 13.5.** Notwithstanding anything else herein contained the Employer shall be entitled to terminate the O & M part of Contract, at any time at the Employer"s convenience, by giving notice of such termination to the Contractor. The termination shall take effect 28 days after issuance of the notice of termination.
- 13.5.1. On the expiry of the O & M part of Contract or Termination of the O & M part of Contract, all the installations, works and equipment placed under the Contractor"s responsibility shall be handed over to the Employer, at no cost, in good working order, except for normal wear and tear. The Employer may perform any inspections, tests or expert appraisals he shall consider necessary with a view to checking that the property is in good working order. The Contractor shall also hand over any unutilized spares, consumables etc. purchased for the Facilities.
- 13.5.2. At the end of O & M Period, the Contractor shall be entitled to receive an O & M Completion Certificate within thirty (30) days
- 13.5.3. The delivery of such O & M Completion Certificate will relieve the Contractor from his responsibility as regard to the operation & maintenance of the Facilities and confirm that the Contractor has fulfilled all of his obligations under these Conditions.

14.CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

- 14.1. Confidential Information** - Subject to Clause [14.2], the Contractor shall at all times during the O & M Period and for a period of two years after that:
- 14.1.1. use all efforts to keep all information regarding the terms and conditions

and any data or information acquired under or pursuant to these Conditions confidential and accordingly shall not disclose the same to any other person; and

14.1.2. not use any document or other information (whether technical or commercial) obtained by them it by virtue of these Conditions or the Contract concerning the Employer"s undertaking for any purpose other than performance of the its obligations under these Conditions;

14.1.3. Provided that the provisions of this Clause 14.1 shall not apply to information, which at the time of disclosure was in the public domain other than by breach at the foregoing obligations of confidentiality.

14.2. Disclosure of Confidential Information - The Contractor shall not be entitled to disclose the terms and conditions of these Conditions and any data or information acquired by it under or pursuant to these Conditions without the prior written consent of the Employer unless such disclosure is made in good faith:

14.2.1. to any outside consultants engaged by or on behalf of the Contractor and acting in that capacity, having made them aware of the requirements of this Clause [14].

14.2.2. to the lenders, any security trustee, any bank or other financial institution and its advisers from which the Contractor is seeking or obtaining finance, having made them aware of the requirements of this Clause [14].

14.2.3. to the extent required by Applicable Law;

14.2.4. to any insurer under a policy of insurance; or

14.2.5. to the Contractor"s Personnel having made them aware of the requirements of this Clause [14];

14.3. Information - The Contractor shall:

14.3.1. make available to the Employer without charge such materials, documents and data of any nature (except any materials documents and data protected by legal privilege or which is subject to any duty of confidentiality to any third party) acquired or brought into existence in any manner whatsoever by it as the Employer may request for the purposes of exercising its rights or carrying out its duties in respect of the Facilities or exercising its rights under or performing its obligations under these Conditions.

14.3.2. make available to the Employer other such materials and documents and data acquired or brought into existence by third parties as the Employer may request for the purposes referred to in sub-paragraph (i) above

14.4. Third Party Intellectual Property - The Contractor shall:

14.4.1. procure that any intellectual property owned or developed by third parties and utilized by the Contractor in connection with the performance of its obligations under these Conditions is licensed to the Contractor for the purposes of the Operation & Maintenance or repair of the Facilities and otherwise for the purposes of the Facility; and

14.4.2. Ensure that the Contractor shall have the right to sub- license that intellectual

property to the Employer and any Successor Contractor for use in connection with the operation, maintenance and repair of the Facilities. These licenses should survive termination under these Conditions. The Contractor shall grant all such sub-licenses. If any fee is payable to the licensor in consideration of any such sub-license, the Contractor shall pay such amount during the O & M Period and each such license shall be irrevocable

- 14.4.3. Indemnify and hold harmless the Employer against any action, claims, damages, losses caused to the Employer by the owner of the Intellectual Property due to the allegedly unauthorized or improper use of this intellectual property by the Contractor for the fulfilment of his obligations under these Conditions.

14.5. Successor Contractor

If the licenses and sub-licenses of intellectual property granted under this Clause respectively shall survive termination of the O & M part of contract in accordance with the terms of this Clause, the Employer shall be permitted to grant sub-licenses of intellectual property licensed to it there under to any Successor Contractor of the Facilities for use only in connection with the operation, maintenance and repair of the Facilities provided that such Successor Contractor concludes an agreement with the Contractor or, as the case may be, the licensor of any such intellectual property on terms which it may reasonably require any payment in connection with those sub-licenses. Where intellectual property has been sub-licensed to the Employer under this Clause and such sub-license is not subject to revocation by the Contractor there under, the Contractor shall take such actions as the Employer may request in connection with the grant of licenses to any Successor Contractor for the purposes set out above.

15. ARBITRATION AND DISPUTE RESOLUTION

15.1. SETTLEMENTS OF DISPUTES:

- 15.1.1. If any dispute of any kind whatsoever may arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing any question regarding its existence validity or termination, or the execution of the works whether during the progress of the work or before or after the termination, abandonment or breach of the contract, the either parties shall have to raise/ refer their disputes/ differences / claims in writing to the other party, within a period of 30 days on occurrence of such events, to resolve any such dispute or difference.
- 15.1.2. The contractor shall have to refer their disputes to the concerned MEHMDAVAD Nagarpalika Engineer. After receipt of the dispute from the contractor under this clause, the MEHMDAVAD Nagarpalika Engineer In-charge of works shall have to submit their report to the Chief officer within a period of 90 (Ninety) days. The Chief officer shall offer an opportunity to the contractor to be heard and to furnish evidence in support of their disputes within 30 (Thirty) days after the receipt of the disputes duly compiled by MEHMDAVAD Nagarpalika Engineer. After hearing the contractor regarding their disputes along with their documentary support and the concern MEHMDAVAD Nagarpalika Engineer in charge of the work, the Chief officer shall give decision within a period of 120 (One Hundred Twenty) days or the contractor is dissatisfied with the decision within 120 (One Hundred Twenty) days after the contractor has been heard. If The Chief officer does not give decision within 120 (One Hundred Twenty) days or the contractor is dissatisfied with the decision of the Chief Officer, the contractor shall within 30

(thirty) days after receiving the instruction or decision, appeal to the regional commissioner of Municipalities (RCM) ahmedabad Zone. After hearing both the parties the RCM, MEHMDAVAD Nagarpalika will give reasonable decision within 180 (One Hundred Eighty) days from the date of receipt of appeal by the contractor. The decision of the RCM, MEHMDAVAD Nagarpalika shall be final and binding on both the parties. If the RCM, MEHMDAVAD Nagarpalika does not give decision within 180 (One Hundred Eighty) days after the date of appeal by the contractor, the contractor will have right to refer the dispute to arbitration tribunal as per provision of clause "Arbitration".

15.2. ARBITRATION:

- 15.2.1. Subject to Clause (A) mentioned above and in the event of any dispute or difference arising out of or in any way relating to all concerning these contracts or the construction or effect of these contracts shall on the initiative of either party to the contract be referred to "The Arbitration Tribunal Constituted Under The Provision Of Gujarat Public Work Contract Dispute Arbitration Tribunal Act, 1992".
- 15.2.2. The arbitration shall be conducted in accordance with the provisions of the "Gujarat Public Work Contract Dispute Arbitration Tribunal Act, 1992" or statutory modifications there on. The Arbitration shall be held at such place and time as the Tribunal may determine.
- 15.2.3. The decision of the tribunal shall be final and binding upon both the parties. The expenses of the arbitration shall be paid as may be determined by the Tribunal.
- 15.2.4. Performance of the contractor under the contract shall if reasonably be possible, continue during the arbitration proceedings and payments due to the contractors by the owner shall not be withheld, unless they are the subject matter of the arbitration proceedings.
- 15.2.5. The dispute is deemed to have arisen on the date, on which RCM, **Mehmdavad Nagarpalika** shall not give his decision as mentioned above in Clause (A) or in the case of intimation of any decision, the Contractor intimates in writing that he has finally refused to accept the offer made by the Employer.
- 15.2.6. Where any dispute arises between the parties to the work contract either party shall irrespective of whether such works contract provides for any arbitration or not, refer, within one year from the date that RCM Office, **Mehmdavad Nagarpalika** has not given the decision as per Clause (A) such dispute in writing to the Tribunal for arbitration in such form and accompanied by such documents or other evidence any by such fees, as may be prescribed.
- 15.2.7. Legal jurisdiction: All question relating to this Tender shall be governed by the law of India and shall be subject to jurisdiction of court at Mehmdavad, Gujarat.

16. GOVERNING LAW AND JURISDICTION

These Conditions and the O & M Part of Contract shall be governed in accordance with Indian Law.

The Contractor agrees that any legal action or proceedings arising out of these Conditions may be brought in the courts or tribunals at Mehmdavad in India and irrevocably submits themselves to the jurisdiction of such courts or tribunals. The Employer may, however, in its

absolute discretion commence any legal action or proceedings arising out of these Conditions in any other court, tribunal or other appropriate forum, and the Contractor hereby consents to such jurisdiction.

17. MATERIAL, TOOLS AND TEST EQUIPMENTS:

All materials required for the O&M of the project shall be new and of best quality and suitable for the purpose intended. These shall be got approved from the Engineer in charge before use.

17.1. Electricity Supply:

Contractor shall keep good liaison with Power Supply Company for power supply in case of electric power failure (break down/shut down) it shall be the responsibility of the agency to inform all the concerns as well as to contact concern authorities to restore the power supply. The vehicle kept at site by the contractor shall be provided for this purpose along with operation and maintenance staff in case of requirement as per direction of Engineer in charge or his representative. All charges are under in KHED Anagarpalika scope.

17.2. Work Order Book

A bound half sheet size work order book shall be provided by the contractor and handed over to the owner for maintaining at the work site. This shall be a permanent record. The contractor or his Resident engineer shall sign against instructions & orders recorded by the Engineer in charge or his representative for the maintenance work. He may take out a copy thereof if necessary. He shall take prompt action as per the instruction/orders of the owner and necessary compliance shall be recorded against each instruction/order

17.3. Electrical Installations

All electrical work shall be carried out as per the provisions of Indian Electricity Act, Indian Electricity Rules, Instructions and requirement of authority/ authorities i.e. Electrical Inspector and Gujarat Urja Vitran Nigam Limited or as mentioned in the **Tender document**.

17.4. Accident on the works

The contractor shall be fully responsible for any accident that may occur to the labour on his work on duty and report the same to the Engineer in charge and concerned Govt. labour department authority and shall pay all necessary compensation as per rules. Contractor shall also be fully responsible for any loss to any individual or public property occurred due to him or his workers negligence under the scope of this contract.

17.5. Use of site

The contractor shall not unreasonably encroach the site with materials and equipment. The contractor shall not use land for any private purpose.

17.6. Compliance

The contractor shall be bound by all ordinance acts, codes, rules, regulations and orders of which in any way affects conduct of works, or workmen engaged for the work. The contractor shall be responsible for any violation of any govt. rules & regulations. It shall

be the responsibility of the contractor against any claim or liability arising from violation of above.

17.7. Accommodation for Staff

Contractor shall provide necessary accommodation to their labours & engineers at his own cost.

17.8. Transportation

Contractor shall have to make his own arrangements for conveyance of his staff at his cost. No facility will be provided by the owner.

17.9. Medical

Contractor shall provide medical facility to his staff at his cost.

18. CONTRACTOR'S STAFF & THEIR CONDUCT ETC.:

18.1. Nationality & Address

All employees shall be Indian Nationality and it shall be contractor's responsibility to give temporary and permanent address: Convicted or penalized person shall not be employed.

18.2. Salary to Employees

Contractor shall strictly follow labour laws and shall also ensure regular monthly salary payment to his staff. The owner will not take any liability of any of his employees appointed for operation and maintenance under this contract. Contractor shall submit monthly certificate for full payment to his staff on or before 10th of every month. Owner reserves the right to conform the contents of the certificate from contractor's employee for their last pay. The owner will not be responsible for any delayed payment/ compensation/ overtime or any other claims by employees of contractor during the tender period and even after the tender period.

18.3. Identification Dress Code with Badge/ Identity Card

Contractor shall have to provide special dress code with identification badge with name plate strip to be displayed on front pocket to each staff as approved by Engineer in charge along with Identity Card etc.

18.4. Holidays and Leave

Holidays and leaves shall be given to staff as per relevant labour rules. During holidays/ causal leave/earned leaves etc. and contractor shall arrange for the substitute. The owner shall not make any separate payment of overtime for these substitutes provided by the contractor during above periods.

18.5. Conduct

All employees of the contractor shall follow the instruction of Engineer in charge. If any employee misbehaves with Engineer in charge he/she shall be immediately removed from duty and substitute for that shall be employed by the contractor. If contractor fails to do so, non-refundable penalty of Rs.200/- (Rupees Two hundred only) per day per such case will

be levied, this amount shall be recovered from the bill or any due amount of agency.

18.6. Visitors

The plant is one of its own kinds. Visitors are expected to visit this plant. It is expected that all staff and Engineers be present and follow the directives of Engineer in charge.

**CLERK - DRAINAGE
DEPARTMENT
MEHMDAVAD
NAGARPALIKA**

Schedule [1]

Operation and Maintenance Services

The Contractor shall be required to perform the following services under these Conditions:

- 1) The Contractor shall be responsible for corrective and preventive maintenance of civil, hydraulic, mechanical, and electrical and instrumentation equipment as well as miscellaneous equipment.
- 2) The Contractor shall be responsible for carrying out regular servicing and lubrication of rotary machines, complying with maintenance instructions as defined in the Operation and Maintenance Manual and ensuring that electromechanical equipment and motors operate correctly at all times.
- 3) The Contractor shall ensure that all measurement systems are calibrated, within the valid period of certification and operate correctly at all times.
- 4) The Contractor is responsible for the maintenance of the internal plant roads, landscaped areas inside the Employer plant fences.
- 5) The Contractor shall be responsible for maintenance of civil structures including primary and secondary treatment, pump houses, plant pipelines, administration buildings, chlorine building, sludge dewatering building, garages, etc.
- 6) The Contractor will operate and maintain in a state of continuous operational readiness all plant and systems to meet the flow requirements. It shall remain the Contractor's responsibility to ensure that plant systems are at all times able to operate to the designed capacity of plant.
- 7) Provided here are certain standard services that MEHMDAVAD Nagarpalika could require. However MEHMDAVAD Nagarpalika may wish to review this and make changes depending on the exact nature of services they require from the Contractor.
- 8) The Contractor shall be entitled to appoint a representative who shall together with Employer's Representative on the last day of each month or if such day is not a working day on the following day, jointly carry out a reading of water meters and jointly certify the record of such readings.
- 9) For the duration of the O & M period, the Contractor will be responsible for the supply and control of lubricants, spare parts and consumable materials including Electrical Power, necessary for the continuous operation of the works.
- 10) The Contractor will manage the consumables and utilities services to ensure their most economic consumption and to minimize wastage.
- 11) The quantities of all the unutilized spare parts and consumable materials will be fully handed- over to the Employer at the end of the O&M period.
- 12) The stores inventory, the issuing and recording of spare parts will be the responsibility of the Contractor.

- 13) The Contractor is also responsible for providing spare parts and material required for the operation and maintenance during the operation period, and shall bear the cost for the same, including the cost of storing and safeguarding.
- 14) The Contractor will make all necessary arrangements to ensure the continuous supply of spare parts and material for the works; and the rate of advance supply of these materials shall be in such quantities and amounts as would ensure uninterrupted operation.
- 15) All the furniture and administrative office equipment etc. required shall be furnished by the Contractor. Costs of operating administrative office and supplies shall be borne by the Contractor.
- 16) The Contractor shall take out subscriptions for standard telephone lines / wireless sets etc. Running cost for the telephone / wireless sets will be borne by the Contractor. The Key maintenance staff should have mobile phones in operating conditions for better coordination of the maintenance activities.
- 17) Cost of operation and maintenance and housekeeping of housing complexes including domestic water supply and drainage, roads, gardens, electrical installations, etc. will be borne by the contractor.
- 18) The Contractor will provide staff personnel for the full term of O & M as per schedule of establishment given in Volume - IV, Price Bid.
- 19) Contractor has to do painting to all Civil Structures including pipeline, channels, etc. with the same quality of paint used while construction of the structures or as directed by Employer at a regular interval of every two years.
- 20) All Aeration Blowers working hrs shall be recorded in PLC/SCADA system, Report of the same shall be attached by Contractor along with monthly bill of O&M.
- 21) Distance Restriction: Bidders must have a functional, Own workshop within a defined distance (e.g., within 50 km, 100 km, or within city limits) from the work site.

Schedule[2]

REPORTS

1) MONTHLY REPORT

The monthly report shall include but not be limited to:

Volume of Sewage treated

Inlet and outlet sewage characteristics and any other data required by the Engineer in Charge

All the problem areas in the facility,

O & M works carried out during the month.

Monthly materials consumption statement

2) ANNUAL REPORT

The Contractor shall provide the Employer by March 31 of the current year (n) with an annual report for the preceding year (n- 1). This report shall include:

*A statement of works carried out during the preceding year n- 1 in connection with the contractor"s obligations under these conditions.

NOTE: The Employer may consider if it requires these reports or requires reports and provide for the same. This will need to be looked at in the light of reporting requirements in these Conditions. The Employer will also need to determine what information is required in these reports

Schedule [3]

Insurances

Insurance against Injury to Persons and Damage to Property:

- 1) The Contractor shall insure against each liability for any loss, damage, death or bodily injury which may occur to any physical property (mechanical, electrical, automation work, all civil works, Storage etc. excluding pipe line) or to any person which may arise out of the Contractors performance of his obligations under these Conditions during the O & M Period.
- 2) This insurance shall be for a limit of per occurrence of not less than the amount of Rs. 30 lakh (per person), with no limit on the number of occurrences. (as per govt. guidelines)
- 3) Insurance for Contractors Personnel
- 4) The Contractor shall effect and maintain insurance against liability for arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractors Personnel.
- 5) The Employer shall also be indemnified under the policy of insurance, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employers Personnel.
- 6) Contractor shall have to take insurance for Electrical, Mechanical and instrumentation equipment under this package and whereas the insurance of another component like sump, pipeline will be optional. This General Insurance for the work will be in the name of MEHMDAVAD Nagarpalika. The depreciated value is to be considered for the purpose of insurance for respective year. The insurance for skilled, semi- skilled and unskilled labour is compulsory. The same should be taken by agency as per labour act laws in force.

SECTION - 6
SPECIAL TERMS AND CONDITIONS

SECTION B:
SPECIAL CONDITIONS OF CONTRACT FOR
OPERATION & MAINTENANCE

TECHNICAL CONDITIONS

- 1) The operation and maintenance of all the works included in this tender as per details given should be carried out by contractor at his own cost.
- 2) All electric bills for operating all plant and equipment installed in this contract will be paid by the contractor.
- 3) All the required electrical goods / fixtures like bulb, tube light, chock, starter, fuse, wire etc. required for operation and maintenance shall be procured by contractor at his own cost and lighting arrangement should be kept in good condition.
- 4) Any type of valve or part of the valve not working properly after repairing and requires replacement, as per opinion of Engineer in Charge or his representative, then required valve will be replaced by the Contractor.
- 5) During the period of contract, a person other than responsible representative of contractor or persons employed by him should not enter into the premises of the STP site. Every care should be taken by contractor to prevent such type of unauthorized entry or interruption in the premises or surrounding the property STP.
- 6) At any time during the visit of Engineer in charge or his representative if it is observed that the operation and maintenance is not carried out properly, Sewage treatment is stopped and contractor is responsible for it recovery will be made at double rate of contract for that particular day or contract will be terminated.
- 7) All the works executed under this project & covered in the scope of this tender will be deemed to have handed over to contractor from the date of successful commissioning of the facility. Proper operation and maintenance of the same works/ components shall be carried out by contractor and at the time of completion of contract period or termination of contract, contractor should have to give possession of all the work and components back to MEHMDAVAD Nagarpalika in good condition. Before handing over the possession to ULB in-consultation with Engineer In charge, account of contract will not be finalized and deposit will not be refunded to contractor. For all type of legal activities and expenditure for the same, contractor will be fully responsible.
- 8) During the period of contract for any type of dispute, decision of Client, will be final and binding to both the parties.
- 9) Prescribed registers as maintained by agency during the period of operation and maintenance period shall be submitted to the MEHMDAVAD Municipality.
- 10) Proper care is to be taken by contractor to keep neat and clean. Every component

of head work sites and maintenance of all the components shall be done by contractor.

- 11) Servicing of all the piping & valves cleaning of all civil works and maintenance shall be carried out regularly by contractor and entered into the concerned registers.
- 12) History sheet shall be maintained by contractor for replacement of material in pipeline, or valves, spare parts of Electro-mechanical equipment.
- 13) All the works included in the scope of work shall be oil painted once during contract period at the cost of contractor.
- 14) All the gardens and plants situated at STP site shall be supplied water and maintained properly by contractor. No any extra payment will be made on account of this work.
- 15) Telephone/ wireless message shall be received and entered in the register and message should be conveyed to concern party for action. If any interruption in the system of any important message should convey immediately to concerned Engineer in charge.
- 16) All the information regarding labors, staff, vehicles etc. is incorporated in this tender for preparation of estimate. As per list staff having proper qualification/labours and vehicles shall be deployed by contractor. If due to negligence of contractor for providing sufficient staff and vehicles sewage is not supplied properly remaining labors/staff and vehicles will be deployed by **Mehmdavad Nagarpalika** at the risk and cost of contractor and recovery for such expenditure will be made from the bill of contractor.
- 17) The contractor has to make all the arrangements required for the proper operation, maintenance and safety of all the works included in this contract at his own cost during the whole contract period.
- 18) Any damage / breakage found from mischievous element found in the system, the contractor should lodge police case immediately under intimation to concern Nagarpalika.
- 19) Material consumption register in prescribed format should be maintained by the contractor. During the visit of Engineer- in- charge if required it should be produced.
- 20) The Contractor will be required to pay following bills.
 - a) Outstanding pending electricity bill payments are in scope of **Mehmdavad Nagarpalika**.
 - b) Telephone bills will have to be paid by the Contractor. No reimbursement shall be made.
 - c) Electric /Battery operated flow meters have to be maintained by Contractor In case failure of batteries, same shall have to be replaced by contractor at his own cost.
- 21) All miscellaneous items, for example, vehicles, tools, testing equipment, cleaning or green keeping equipment, security and safety equipment, electrical fixtures, etc shall be provided by the Contractor at his expense.

- 22) The Curriculum Vitae (CV) /Resumes of the Contractors personnel shall be submitted to the Engineer for acceptance at least 7 days before the anticipated commencement of the O & M, period. Any change of personnel shall be promptly informed to the Engineer within a day's time. Normal time duty hours for the contractors" operation & maintenance personnel may be modified as necessary and agreed by the Engineer. A rotating shift schedule shall be established by the Contractor and agreed by the Engineer which will ensure that an adequate number of the Contractor's staff, fluent in Hindi as well as Gujarati is on duty at Plants 24 hours per day, 7 days per Week, including all holidays
- 23) The Contractor's duties with respect to Safety shall include the following
- a) Utilize safety awareness procedures in every element of operation and maintenance.
 - b) Give emphasis to site including:
 - i) Safe working and safety procedures as per rules and regulations of Governments regarding use of protective clothing, gloves, boots and helmet etc.
 - ii) Cleanliness of the plants as a whole.
 - iii) Awareness of hazardous conditions and accident reporting and necessary compliance.
 - iv) Safe practice in Sewage Pumping Stations, if any.
- 24) Safe practice in Sewage Treatment Plants. The Contractor shall adhere to the manufacturers" recommendations with respect to equipment maintenance, the type and grades of lubricants to be used. Frequency of lubrication, adjustments to be made regularly and recommended spares to be held in store.
- 25) The Contractor's duties with respect to general building maintenance and housekeeping shall include the following:
- a) The maintenance of electrical, ventilation and air conditioning, plumbing and drainage installations.
 - b) Full maintenance of the site services, cabling and earthing systems, together with the site road lighting system. Painting of all Civil, Mechanical, Electrical structures which are open to sky every three year
 - c) Site maintenance including the upkeep of landscaped areas
 - d) The building services and house-keeping maintenance shall be undertaken on all building and services installation.
 - e) The Contractor shall ensure that all unwanted or redundant items are removed from the building and sites. Depending on their condition such items shall either be placed into storage or disposed off site.
- 26) Contractor's duties with respect to store inventory & spares shall include the following
- a) The stores inventory, the issuing and recording of spare parts will be the

responsibility of the Contractor.

- b) The Contractor is also responsible for providing spare parts and material required for the operation and maintenance during the operation period, including the cost of storing and safeguarding.
 - c) The Contractor will make all necessary arrangements to ensure the continuous supply of spare parts and material for the works and the rate of supply of these materials shall be in such quantities and amounts as would ensure uninterrupted operation.
 - d) Spare parts shall be supplied by the Contractor and the same will be used during Operation and Maintenance Contract period.
 - e) The contractor shall have to procure the required spares from original manufacture or authorized dealer at his cost.
 - f) The required spare parts which will be available with Employer will be issued to the Contractor from its stock and subsequently Contractor shall have to replace the same without any extra cost.
-
- 27) Inspection register will have to be maintained, wherein inspection officers will note their instructions duly dated signature. Successful bidder has to follow the instructions strictly.
 - 28) On the date of Contract Completion or if the Contract is terminated, all the installations, works and equipment placed under the Contractor's responsibility shall be handed over to the Employer, at no cost, in good working order. The Employer may perform any inspections, tests or expert appraisals he shall consider necessary with a view to checking that the property is in good working order and will certify to that effect to the Contractor while taking over.
 - 29) Contractor shall have to bear the expense for annual inspection fee for Electrical installation during the O&M contract period. No extra payment shall be given. Energy audit has been made mandatory by the Government of Gujarat; vide Gujarat Use of Electrical energy (Regulation) order, 1999. Contractor shall have to carry out energy audit as per the said regulation in the first year and thereafter strictly as per prevailing regulation.
 - 30) Repair of PLC based instrumentation and Automation work shall have to be carried out by System Integrator. The agency for System Integrator should be approved first prior to commence the work of such special type of job.
 - 31) Contractor should provide security guard round the clock with uniform. He should also maintain register for visitors.
 - 32) If any work specified in the scope of tender but not carried by the contractor, the recovery will be done at the double the market rate from the contractor.
 - 33) Handing over- After successful completion of O & M period (to be certified by the Engineer in Charge) the scheme as a whole and its components individually will be handed over to the Employer or the agency nominated to take over the charge for further operation

and maintenance. The Employer will not take any responsibility of the employees engaged by the contractor to run the scheme during O&M period, whatsoever. The scheme and all its components individually shall be handed over to ULB in-consultation with Employer in a very good maintained condition. Decision of Engineer-in-Charge will be final.

34) The contractor has been follow all the Conditions as per GWSSB rules for O & M.

35) Before handing over the components to Employer or its nominated agency all the structures shall be maintained by painting as per specifications given in the agreement and all the Electrical & Mechanical equipment's shall be maintained by all standard maintenance procedure as per specifications and these must be in good running conditions. It will be the responsibility of the Contractor to show that all stipulated Service Level Standards have been fulfilled and are up to the mark on the date of handing over the works to Employer. The Employer will not take any responsibility of the employees engaged by the Contractor to run the scheme during trial run, defect liability period and O&M period. The scheme and all its components individually shall be handed over to ULB in-consultation with Employer in a very good maintained condition.

SECTION C:
TECHNICAL SPECIFICATIONS & SCOPE OF SERVICES
FOR OPERATION AND MAINTENANCE OF SEWAGE TREATMENT PLANT(S)

1. SCOPE OF SERVICES:

The Scope of work / service to be done / provided by the contractor under this bid will be as under

The Contractor shall operate and maintain the entire Plant & associated works for a total `Operation and maintenance period of 3 year including defect liability period from the date of successful commissioning of plant. All necessary repairs, maintenance, overhaul, replacements etc, shall be made during the O & M to maintain the Plant at the status of formal handing over after the commissioning. At the end of O & M period the plant shall be handed over to the Employer in fully functional and new condition except normal wear and tear.

The price for O & M bill shall include supply of all tools, tackles, spares, lubricants, laboratory chemical, glassware and any other chemical required for the successful operation of the plant. The scope shall include but not limited to the following items.

1. Operation and Maintenance including Civil, Electrical, Mechanical and all allied works.
2. Repairs; Refurbishments & Replacement required during O & M period for satisfactory running of plant.
3. Sampling and testing of influent sewage based on the tests and frequency desired by the Engineer-In-Charge as per specifications stipulated in Volume IIIA, Part 3, Clause No. 12 and in general in accordance with the latest CPHEEO manual on Sewerage and Sewage Treatment.

Sampling and testing of additional samples for the day to day O & M of the STP and as mutually agreed from time to time between the Contractor and the Engineer-In-Charge.

Sampling of final treated effluent to ensure that the guarantee parameters are as stipulated in the bid document. The sampling frequency to be as per relevant norms of Gujarat Pollution Control Board or higher as decided by Engineer-In-Charge. The Employer reserves right to collect samples at random at the will of the Employer through any agency nominated by him. Employer shall have right to seek part of sample collected by the Contractor without any prior intimation to cross check the results on random basis. However the analysis charges of such samples shall be borne by Employer.

O & M of all functional and utility buildings, infrastructure and common areas within the Plant campus.

Proper maintenance of Water Supply, Sewerage, Roads, Paths, lawns including trimming and upkeep of gardens etc.

GPCB consent renewal is in contractor's scope and it will be time to time during all period.

Loading, Unloading and Transportation of screenings, Wet sludge and wet grit out of treatment Plant site at contractor's own cost as directed by Engineer-In-Charge within 20 km from the Plant to the place as directed by the Engineer-In-Charge from time to time. The wet sludge shall be collected and disposed of by the contractor. Any revenue accruals by sale of treated sewage and sludge shall be to the benefit of the ULB.

Maintenance of log books of all the machinery not connected to the PLC / SCADA shall be done separately & collectively at the STP. Fortnightly and monthly reports of all such machinery and parameters monitored by the PLC shall be generated and hardcopy along with soft copy shall be got approved from the Engineer-In-Charge. These reports shall contain sufficient appropriate and adequate data to make the records meaningful and amenable to analysis for evaluating the performance of the Plant as well as to help in O & M decisions.

Security of the campus and contents therein shall be Contractor's responsibility.

The records maintained by the Contractor shall be produced periodically to the Engineer-In-Charge for proper monitoring. The Engineer-In-Charge's remarks shall be attended to on next submission. Consolidated summary reports shall be furnished to the Employer monthly, quarterly and yearly containing salient features.

The Contractor shall also maintain history sheets of overhauling, maintenance, replacement of all the important electrical and mechanical equipment

The O & M shall include the appropriate preventive maintenance of equipment as per the manufacturer's recommendation.

The operation, maintenance and repairs services shall be performed according to the following.

Operation of the Plant as per O & M Manual:

The Plant shall be operated according to the rules and procedures laid down in the O & M manual. The Plant must be in position to work at the design capacity at any time.

Awareness & Cleanliness

The Contractor and his staff shall maintain a high degree of awareness in operation and maintenance of the Plant and all relevant safety codes and procedures. At all times the Plant, its equipment and surrounds shall be kept clean and in order including the buildings, floors, walls, roofs, windows, and garden etc.

Frequency of Preventive maintenance

The preventive maintenance shall be carried out according to the preventive maintenance schedule of the Plant. The regular staff may be reinforced with short-term specialists by the Contractor for special maintenance tasks, after duly informing the Engineer-In-Charge of the need and the schedule.

Repairs

Repairs shall be made as and when needed very promptly on the spot or at the Contractor's / Manufacturer's workshop. The need of repair on the spot or at the Contractor's workshop

has to be defined in co-ordination with the Engineer-In-Charge and according to the status of spare parts availability.

Replacement

Spare parts

The Contractor shall keep a reasonable stock of spare parts so that the down time of equipment can be kept within the limits specified. The contents of the stock and the reorder level of the inventory have to be approved by the Engineer-In-Charge.

Transportation

All necessary transportation shall be arranged and made by the Contractor at his own expense.

Consumables

The Contractor has to ensure that there is always there is sufficient stock of 15 days of consumables, laboratory chemical, Chlorine gas tonners, glass ware etc.,

Chemicals

The Contractor has to ensure that there is always there is minimum stock of 30 days requirement of all chemical required for the successful operation of the plant.

2. GENERAL OBLIGATION

The Contractor shall operate and maintain the plant under this contract for the period specified in this contract.

The present Operation and Maintenance work is included for a period of 4 years in the scope of work. As O&M period is of 4 years, the contractor will demonstrate operational conditions of the all equipment's at the end of contract after 4 years. For this purpose, the Bidder may consider the cost of total / partial replacement of any of the item looking to the prevailing conditions.

The Contractor will submit a detailed operation and maintenance plan for approval of Engineer-In-Charge. All operation and maintenance activities shall be carried out strictly in accordance with the approved plan.

The services shall include but not be limited to the following items:

- a) Operation and maintenance of the sewage treatment plant(s) from the inlet chamber up to disposal point.
- b) Training for the O & M staff designated by Employer's requirement.
- c) Generation and maintenance of periodic reports.
- d) O & M and up keeping all installed equipment's at all STP's with data back up in operational condition.

3. OPERATION

3.1 Operational services

The Contractor shall operate the complete sewage treatment Plant and associated services on a continuous 24-hour basis. The Contractor shall operate and utilize the control and monitoring systems provided. If found necessary, he shall make adjustments (within the operation range) of the control system and equipment, so that the Plant operation matches the treatment process requirements.

If it is determined that the facility is not capable of meeting the design parameters for any reason beyond the Contractor's control and not attributable to him, the Contractor shall determine the specific cause of failure/ abnormality in the Plant functioning and report to the Engineer-In-Charge and seek his directives on the necessary corrective action to be taken/adopted.

The Contractor will be required to furnish the details of electricity consumption in the format prescribed by the Engineer-In-Charge.

All consumables, necessary chemicals and spares required for operating and maintaining the plant in good condition shall provide by the contractor. The grit, Screenings, dewatered sludge and other garbage generated in the plant shall be removed from the site on daily basis. No accumulation of such residues shall be permitted within the Plant campus without express application by Contractor giving adequate reasons as well as permission of Engineer-In-Charge. The Contractor shall such residues in conformity to Environmental regulations/rules in force. The Engineer-In-Charge may, if required, decide the mode and timing of disposal of such residues in consultation with concerned Environmental and Civic Authorities. Such directions shall be followed by the Contractor promptly, both in letter and spirit, without any reservations and without any increase in O&M /other costs. The loading, unloading and transportation cost of these shall be borne by the Contractor and shall be included in the price quoted by the Contractor for O&M.

The Contractor at his own expense shall provide all tools, cleaning, and housekeeping equipment, security and safety equipment

3.2 Laboratory services

a) The Contractor shall perform all tests, sampling and analyses regularly as approved by the Employer's requirement and as per the O & M standards

b) The Contractor will submit in his offer, a complete list of laboratory equipment and materials in accordance with the analysis program required, if in addition to the mandatory list of laboratory equipment.

3.3 Manpower

The Contractor shall provide experienced managerial, technical, supervisory, laboratory, administrative, and non-technical personnel and labour necessary to operate and maintain the treatment Plant and works properly, safely and efficiently on a continuous 24 hour basis for the full term of the O & M period. While doing so due consideration shall be given to the labour laws in force.

The qualification and capability of Contractor's personnel shall be appropriate for the tasks

they are assigned to perform. The staff provided shall be fully trained in the operation of the works before being given responsibility. If, in opinion of the Engineer-In-Charge, a member of Contractor's staff is considered to be insufficiently skilled or otherwise inappropriate for the assigned task, and Engineer-In-Charge informs the Contractor in writing, the Contractor shall replace him with a person of appropriate skills and experience for the task, approved by the Engineer-In-Charge, within one month of being so informed.

The bidder shall propose in his tender a staff management structure for the operation and maintenance of works. The minimum manpower requirement shall be as per Clause 3.4 of Vol-IV

Key staff: The Employer may require a suitable change in the structure on the basis of design, automation and other relevant parameters it deems fit.

The Contractor shall provide all secretarial support, printing and publishing services, office furniture and office supplies as required. It shall also ensure that all labour welfare laws and regulations are followed, including weekly rests, rotation of duties

The CV resumes of the Contractor personnel shall be submitted to the Engineer-In-Charge for acceptance at least two months before anticipated commencement of the pre-commissioning of test. Normal time duty hours for the Contractor's O & M personnel may be modified as necessary and agreed by the Engineer-In-Charge. A rotating shift schedule shall be established by the Contractor and approved by the Engineer-In-Charge who will ensure that an adequate number of the Contractor's staff will be available for duty at Plant 24 hours each day, 7 days week, including national holidays.

In the event that it is necessary for more than one of the Contractor "s O & M personnel to be absent from the Plant , for whatever reason, the Contractor shall provide a qualified replacement at his own expense and ensure that specified project duty coverage is maintained. If substitute key personnel are required for a period longer than 15 days, their CV must be approved in advance by the Engineer-In-Charge.

The O & M personnel shall be dedicated solely to the specified duties and responsibilities and shall not be diverted to perform Contractor's administrative duties, construction arrangement, office management, or other non- O & M activities. Adequate supports staff shall be provided by the Contractor in order avoid any such diversion.

The bidder shall provide justification of the labour cost proposed by him for all personnel

The Contractor shall include in his cost medical and accident insurance expenses of all the staff employed by him along with all provisions of the labour welfare acts prescribed from time to time by the State and Central Government. Adequate insurance cover shall also be maintained during O & M period for all short-term employees, as well as casual, temporary employees and visitors.

Employer is not liable for any situation arising due to any accident/mishap of whatever nature occurring in the Plant premises.

3.4 Safety - The Contractor shall be responsible for safety of his staff during O & M of the Plant and shall procure, provide and maintain all safety equipment necessary for

satisfactory O & M such as gasmasks, gloves, boots, mats etc.,

3.4.1 The Contractor shall utilize safety awareness procedures in every element of operation and maintenance.

3.4.2 The Contractor shall emphasize site safety including adoption of

- a) Safe working procedures
- b) Cleanliness and care of the plant as a whole
- c) Accident and hazardous conditions prevention and reporting.
- d) Safe practice while working near digester / gas holder areas

3.4.3 The Contractor shall impart safety training to all members at regular intervals, especially for new comers.

3.4.4 The Contractor shall provide Notice boards and display boards at appropriate locations detailing precautions to be taken by O & M personnel to work in conformity to regulations and procedures and by the visitors to the Plant.

3.4.5 The Contractor shall notify the Engineer in Charge representative immediately if any accident occurs whether on-site or off site in which Contractor is directly involved and results in any injury to any person, whether directly concerned with the site or a third party. Such initial notification may be verbal and shall be followed comprehensive report within 24 hours of the accident.

3.5 Reporting

3.5.1 The Contractor shall prepare consolidated daily reports, weekly and monthly reports on Plant operation and maintenance and submit to the Engineer-In-Charge. The daily reports are to be submitted within first working hour of the next day. The monthly reports shall be submitted on the first day of the next month and within two working hours with monthly record data to EIC.

3.5.2 Overall reporting formats shall be approved by Engineer-In-Charge and may have to be modified from time to time as required and approved by Engineer-In-Charge. Contractor may have to prepare and submit additional reports on particular matters and incidents as and when required by the Engineer-In-Charge for each significant occurrence.

4. MAINTENANCE

4.1 Maintenance of Installed Plant

4.1.1 The Contractor shall ensure the continuity of the Plant operations and the breakdown or the deterioration in performance of the Plant under normal operating conditions of any items of the Plant and equipment and component parts thereof shall be minimized.

4.1.2 The classes of maintenance provided shall comprise full Operational maintenance and standby Maintenance.

4.1.3 Full operational maintenance comprises the planned and regular maintenance carried out by the Contractor on a day-to-day basis, including cleaning, lubricating, minor adjustment, together with the preventive and corrective maintenance plan for those items of the Plant and equipment within the treatment works which have been commissioned and made operational.

4.1.4 Standby maintenance comprises the planned and regular maintenance carried out by the Contractor including cleaning, lubricating, periodic, and minor adjustment of all items of Plant and equipment within the treatment works which have been installed but have not yet been made operational.

4.1.5 The Contractor shall carry out the maintenance of the Plant installations in accordance with the requirements of the O & M Manual and to the approved maintenance plan. The Contractor shall strictly adhere to the manufacturers' recommendations with respect to equipment maintenance, and only use types and grades of lubricants to be used. The frequency of lubrication, adjustments to be made regularly, and recommended spare parts by the equipment/machine/instrument manufacturer/supplier shall be carried out and appropriate inventory shall be held in store.

4.1.6 Routine / preventive / break-down maintenance of plants which includes the attending of routine calibration checks, pump/sampling/utility line leakages, sensor life assessment / checks, minor and major spare replacement or repairs, sensor / instrument replacement, utility / sampling equipment maintenance, and other process of the works under present contract or jobs of similar nature are included in the scope of Contract. Maintenance of instruments / automation /equipment / PLC & SCADA etc. covered under this contract, and replacement of damaged parts or repairs of damaged parts are also included in the scope of work. The required material for Maintenance work of will be provided by Contractor at his own cost.

4.2 Building and Site Maintenance - The Contractor shall be responsible for:

4.2.1 The full maintenance of building and all electrical, ventilation, plumbing and drainage installation in the building.

4.2.2 Building and housekeeping maintenance.

4.2.3 Full maintenance of the site water and wastewater services, cabling and earthing systems, and the site road lighting system.

4.2.4 Site maintenance including the upkeep of landscaped areas/ tree Plantation etc.,

4.2.5 The telephone installations in all buildings.

4.2.6 The building services and housekeeping maintenance shall be undertaken on all buildings and services installations.

4.2.7 Routine housekeeping maintenance shall be carried out in accordance with procedures specified in the Operation and Maintenance Manual which shall be approved by the Engineer-In-Charge.

4.3 Preventive Maintenance

4.3.1 The Contractor shall plan the day-to-day and the preventive maintenance. This planning must include for each equipment the estimated necessary hours in preventive maintenance and break down maintenance. It shall also include the qualification of the foreseen maintenance personnel.

4.3.2 The Contractor shall provide the yearly requirement of spare parts and consumable needed for the maintenance of each piece of equipment for the day - to-day maintenance, preventive maintenance, and foreseen break down maintenance/overhaul, if any.

5. TRAINING

5.1 The Contractor shall be responsible for instruction and training of all his personnel in all aspects of Plant operation and maintenance till the end of the operation and maintenance period. The Contractor shall also be responsible for training personnel designated by the Employer who will operate the Plant at the expiry of the contract.

5.2 The Contractor will make available for this purpose competent staff and as well as propose schedule information that may be necessary for effective execution of the training programs.

5.3 The training shall be organized in two (2) stages as follows:

5.3.1 Basic technical training education to be carried out during the final stages of the erection period of the contract through literature, manuals, handouts demonstration at site, etc.

5.3.2 Intensive on-the- job training during commissioning and maintenance period.

5.4 By the end of this training period these personnel should be able to carry out their respective duties efficiently under the supervision of Engineer-In-Charges and supervisory staff of the Employer.

5.5 The Contractor shall provide at his cost all local transportation, literature, computers, CDs and other related hardware and stationery to be used by trainers and trainees during the training period.

5.6 Towards end of O & M contract period, training shall be conducted once again to Employer's personnel or their authorized personnel. This training shall be for duration of 30 working days.

6. Operation and Maintenance records - The following are a typical sample form of records (not an exhaustive and comprehensive) that are required to be maintained by the

O & M Contractor. The details of complete records shall be prepared and submitted by the O & M Contractor to the Engineer-In-Charge for approval prior to commissioning.

6.1. Performance data of Sewage Treatment Plant - The performance data sheet shall contain the records of the analytical results at the inlet and outlet values of all the parameters. These parameters are BOD, TSS, TN, TP and parameters as per **Volume IIIA, Part-2**. A table on performance data of STP based on the effluent parameters will be provided by the Employer.

Month: Year:

Date	Unit/ Basin	a	b	c	d	e	f	Officer on duty	Operator

- a) : BOD
- b) : COD
- c) : Total Nitrogen
- d) : Total Phosphorus
- e) : Suspended Solids/ MLSS
- f) : dewatered sludge concentration

7.1. MINIMUM POWER REQUIREMENTS

Sl. No	Energy Cost	MASP	MBBR	SBR	MBR
1	Min. Technology Power Requirement (kWh/d/MLD)	185.70	220	150	300

7.2. MINIMUM REQUIREMENTS

Sl. No.	Description	Unit	Particulars
1	Min. Power Consumption	kWh/ML	Refer table above
2	Min. Chlorine Consumption	mg/l	10
3	Min. Dewatering Polyelectrolyte Consumption	kg/ton of dry solid	2
4	Coagulant, Alum, $Al_2SO_4.18H_2O$	mg/l	As per design
5	Coagulant, Ferric Chloride, $FeCl_3$,	mg/l	As per design

1. the electricity is used during O & M period then that all the cost are under in **Contracto**'s scope of work.
2. The bidder shall have to submit the guaranteed energy consumption details as per **Volume III(C) part 1..** The details submitted on energy consumption will be used while bid evaluation and it will be used to verify the same during actual operation in lieu with Penalty as per clause No 11, Vol II B.
3. Above indicated requirements are minimum values only, however, bidders are requested to provide actual requirement with detailed calculation of Power & Chemical, as per technology proposed for tender works.
4. For flow dependent component payment will be in commensurate with the average monthly flow.
5. The Contractor shall be responsible for all expenses incurred by the Engineer or person/s nominated by the Engineer in attending inspection to confirm the treatment process and obtain the details of plant performance.
6. Contractor to ensure all required details required by client shall be provided by the agency which has implemented the plant. Normally three persons from Employer side along with the contractor"s representative will attend the inspection. The number of such visits will not exceed two.
7. Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to successful bidder has been announced. Any effort by a bidder to influence the **Mehmdavad Nagarpalika**"s processing of tenders or award decisions may result in the rejection of his bid.
8. The MEHMDAVAD Nagarpalika reserves right to select any offer or to reject any or all offers without assigning any reasons thereof. **Mehmdavad Nagarpalika** does not bind itself to accept the lowest offer.

• **Manpower Details**

Sr. No.	Designation	Duty	No of Persons	Qualification
1	Plant Manager	General	01	B.E.(Chem, Env, Mech, Etc) B.Tech/ DIE
2	Shift In charge	Shift	02	B.E.(Chem, Env, Mech, Etc) B.Tech/ DIE
3	Lab Technician	General	01	B.E/B. Sc. (Chem.)
4	Electrical	General	01	Diploma/ Bechlerof Engineering/ITI
5	Mechanical	General	01	Diploma/ Bechlerof Engineering/ITI
6	Plant Operator	Shift	02	ITI/12 Th/Eqv.
7	Helper cum Sweeper	General	01	Un-skill
8	Security	Shift	02	Highly Skilled
	Total		11	

7. **List of Recommended Spares, Tools And Tackles (Bidder to Furnish The Details for STP Proposed in The Contract**

Sr. no	Item	Quantity
	Mechanical	
1	Pumps	
2	Mechanical fine screens	
3	Degriting system	
4	Process Air Blowers	
5	Primary Clarifier	
6	Secondary clarifier	
7	Fine Bubble Diffusers	
8	Detritors and classifiers	
9	Mixers/Agitators	

10	Primary sludge pumps	
11	Cranes, Jibs and Hoists	
12	Return Activated sludge furans	
13	Anaerobic sludge Digesters	
14	Gravity Sludge Thickeners	
15	Filters	
16	Chlorinators	
17	Dewatering Machines	
18	For All Electrical Equipment & Items/ Control/Instrumentation & Automation	
19	Any other Details	
	Grand Total	

8. Other Records

The contractor shall maintain detailed record of consumption of Polyelectrolyte and other scrubbing chemicals (if used). Record of wet sludge transported out of the plant site shall be maintained. Similarly record of material movement shall also be maintained as appropriate and approved by Engineer-In-Charge.

These records shall be available to the Engineer-In-Charge for scrutiny and copies shall be furnished on demand.

**CLERK - DRAINAGE
DEPARTMENT
MEHMDAVAD
NAGARPALIKA**

SUB SECTION:-I

OPERATION AND MAINTENANCE MANUAL AND AS-BUILT DRAWINGS

The submission of the As-built drawings and the operation and maintenance manual for the system is the precondition for the final payment of capital works.

1. OPERATION AND MAINTENANCE MANUAL

The Contractor has to submit an operation and maintenance manual (SEPARATE FOR EACH STP) after the physical completion of the work. This manual will be submitted as draft at the date of physical completion and as final version one month after commissioning. It shall include all the experience made during the tests and the training given to the operators during the commissioning period. The Contractor will prepare this manual in cooperation with his suppliers and subcontractors and after consultation with the Employer's representative for detailed contents. It will at least contain the following items.

The Contractor shall compile operating, maintenance and overhauling instructions for the whole of the Plant.

The instructions shall consist of one volume of:

- a) General descriptive text (including drawings for illustration) of the Works described section by section.
- b) Complete operational instructions for the sewage treatment plant. This shall be termed the Operators Manual. It shall be aimed at the operational staff and shall be written in clear unambiguous text complete with drawings which necessary for clarification of any issues. The manual shall comprehensively detail what to do on a day to day basis and also what to do in the event of faults develop. It shall in addition provide a complete list of the process maintenance tasks the operator should carry out including the intervals between these tasks.
- c) Essential instructions for mechanical and electrical maintenance of the Plant. These instructions shall be short and concise and set out in a consolidated schedule the inspection, lubrication, cleaning and any other type of servicing operations required. The Contractor shall prepare typical maintenance log sheets that the Employer can subsequently use for daily, weekly, monthly or other periodic maintenance and shall form record sheets of plant maintenance operations.
- d) Instructions for use of skilled maintenance personnel in fault location, carrying out routine replacements, withdrawing, dismantling, overhauling, reassembling and testing the various items of Plant.
- e) Manufacturer"s Technical Documentation subdivided into categories for:
 - civil;
 - process;
 - electrical;
 - electrical building services;
 - mechanical building services;

- Instrumentation and control.

f) Civil As-Built Drawings.

g) Comprising the FDS and PLC code.

h) Electrical As-Built Drawings: The electrical drawings shall be complete sets including all information necessary for maintenance and spares replacement.

i) Control and instrumentation As-Built Drawings: The drawings shall be complete sets including all information necessary for maintenance and spares replacement.

j) Mechanical As-Built Drawings: The mechanical drawings shall be complete sets including all information necessary for maintenance and spares replacement.

k) Electrical and mechanical building services As-Built Drawings: The drawings shall be complete sets including all information necessary for maintenance and spares replacement.

l) FAT (Factory Acceptance Test) records for the Plants and Works.

m) SAT (Site Acceptance Test) records for the Plants and Works.

Each volume shall be subdivided (relating to areas of plant) into sub sections or sub-volumes in order to ease the location of plant details. Each volume or sub volume shall be provided with a comprehensive index for the volume or sub-volume concerned and the O & M manual as a whole.

Each volume shall be enclosed within A4 and A3 ring binders having tough grease resistant covers suitable for use on site and designed to permit the easy removal and insertion of the contents. The front cover and spine of each volume shall show details of the project, Employer, Engineer and a volume title.

Text shall generally be enclosed in A4 ring binders, A3 drawings shall be enclosed within A3 ring binders except where they accompany A4 text in which case they shall be folded. A1 drawings shall generally be folded and enclosed in A4 box files. Where A1 drawings accompany text they shall be folded and enclosed in an A4 plastic wallet, one wallet per drawing.

2. AS – BUILT DRAWING

These drawings shall be compiled by the Contractor and shall constitute a permanent record of the Works as executed. These shall include all such drawings, schedules, documentation and calculations as necessary for a complete understanding of the Works design, operation and maintenance.

The As-Built Drawings shall consist of the fully up-dated versions of the approved Construction Documents incorporating any additional information which will assist the Employer in operating, maintaining and if necessary modifying or extending the Works at a later date. These drawings should extend and supplement the information given in the Operating and Maintenance Manuals.

A3 and smaller sized As-Built Drawings shall be provided on durable paper for reproduction by photocopier. As-Built Drawings larger than A3 sized shall be provided

as a paper copy and also produced in the form of black lines on a durable translucent film from which further paper prints can be taken by others as required. In addition drawings shall be provided as an AutoCAD software copy in editable form in Compact Disc (CD) in two sets.

Other related information shall be provided in hardcopy as well as editable softcopy format (Microsoft Word, Excel, Access, or Project).

SPECIAL CONDITIONS OF CONTRACT – PART “B”

1. DEFINITIONS

1.1 ADVERSE OPERATING PERIOD

The period, during which waste water and/is not provided by the department at the pump stations.

1.2 BILLING PERIOD - Billing Period means each calendar month, except:

- (1) For the first Billing Period shall begin on the Date commencement of contract as defined in clause 1.3 below and shall continue till the last day of the respective month;
- (2) The last Billing Period shall start on the first date of the month of expiry of contract and end on the date of expiry of contract as defined in clause 1.10 below.

Any computation made on the basis of a Billing Period shall be adjusted on a pro rata basis to take into account any Billing Period of less than the actual number of days in the month to which such Billing Period relates.

1.3 COMMENCEMENT OF O&M PERIOD

From the date of successful completion and commissioning of the plant.

1.4 OPERATION AND MAINTENANCE CONTRACT PERIOD

one (1) years from the commencement of O&M period as per clause 1.3 above

1.5 DATE OF ISSUE OF TAKING OVER CERTIFICATE

After the completion of 1 years O&M Period for contract as per clause 1.4 above, provided that the contractor has fulfilled the provision of Tender Document.

1.6 GOOD ENGINEERING PRACTICE

In respect of the Contractor, its subcontractors, and all other such third party agents of the Contractor, practices, methods, techniques and standards, as changed from time to time, that are generally accepted for use internationally for water treatment facility, pump house along with its electrical &-mechanical equipment(s), all type of pipe line and pipe appurtenances, all type of meters and control equipment(s), power substations, and all other facility during construction, development, operations and maintenance, taking into account conditions in India.

1.7 NON-CONFORMANCE EVENT

Any occasion on which the Contractor does not treat the sewage as per plant effluent criteria and does not meet performance requirement.

1.8 OPERATION AND MAINTENANCE COMPLETION CERTIFICATE

As defined in Clause of Tender Document of this Project.

1.9 OPERATIONS AND MAINTENANCE SERVICES

All Services which are the responsibility of the Contractor and are required to fulfil the obligation of bid document and/or in the approved operation and maintenance manual and as defined in any other clauses of this contract.

1.10 EXPIRY OF CONTRACT PERIOD

As per Clause 1.4 above (or) as extended, as per the provisions TD.

1.11 PRICE ESCALATION FOR THE O&M PERIOD

Deleted.

2. EXTENSION & EXPIRY OF CONTRACT

2.1 EXTENSION OF OPERATION AND MAINTENANCE PERIOD

2.2 EXPIRY OF THE OPERATION AND MAINTENANCE PERIOD & TAKING OVER BY THE EMPLOYER

2.2.1. Six months prior to the expiry period, the Employer will notify the contractor, the maintenance required for the facilities including all structures and road, plants, materials and equipment(s) therein, so that the facilities may be taken over in an acceptable physical conditions (physical conditions in reference to the initial physical condition at the start of O&M period, after accounting reasonable wear and tear during operation) and in operation conditions.

2.2.2. Notwithstanding to the notification done by department as per clause 2.2.1 above, the contractor shall repair, maintain and operate the facilities as per the terms and conditions of this contract, till 12.00 Noon up to the date of expiry of contract period.

2.2.3. The contractor, shall be liable for all defects, faults, blockages in sewer/chambers etc occurred or noticed prior to the 12.00 Noon, up to the date of expiry of contract, even if the facilities are taken over by the department subsequently, due to expiry of contract period, as per clause 2.2.2 above. However, the Employer has to notify all such defects/liabilities of contractor within 30 days of taking over of facilities.

2.2.4. Till the date of expiry of contract period, the contractor shall do all routine and periodic/break-down maintenance as prescribed in the O&M manual, in force, at the time of expiry of contract.

2.2.5. On expiry of contract, the contractor shall hand over all spares, tools and for which he has been paid to ULB

2.2.6. After, expiry of the contract, the contractor shall provide two copies of the updated O&M manual. The components of communication system used during O&M period in operating condition, the T&P required for maintenance of facilities.

2.2.7. If the contractor does not comply with any of the provisions from 2.2.1 through 2.2.6 above, or any other requirement in pursuance of Good Industrial Practices, the Engineer – In-charge shall estimate the cost of liabilities due to violation of any of the provisions of this contract. Such estimates made by Engineer-In-Charge shall be final and binding for the contractor. However, in a reasonable endeavour, such

estimates shall be communicated to the contractor, within 30 days of expiry of the contract. The contractor shall be given an opportunity to rectify the damages through his staff/agents, or for supply of required material provided such rectification of defects on maintenance do not require any shut down of the system, within 60 days of such notification of estimates by department.

2.2.8. Within 120 days of expiry of the contract period as per clause 1.4, the Department shall prepare the final estimates for recovery from the contractor and shall prepare the final bill for the work.

2.2.9. If the recoveries to be done by Department are more than the final bill to be paid, the contractor shall deposit the required amount to be recovered from contractor or this amount shall be recovered from the securities/guarantees etc. with the department as deemed suitable.

2.2.10. After the date of expiry of contract and recoveries of all dues payable by the contractor, the Engineer-In-Charge shall issue a "Certificate of Taking over."

3. PAYMENTS

3.1 BASIC SERVICE CHARGE (BS)

3.1.1 The Basic Service Charges shall comprise all expenses for operation and maintaining the Facilities, as provided in the scope of work for O&M in "Scope of Work and Technical Specifications" of bid document. In addition to the cost of material/ equipment spares, repair/ replacement of equipment and labour, all other expenses such as expenses for patrolling, administration and management, permanent & temporary staff, running office, maintenance of all structures, updating of operation and maintenance manual, etc. and all other incidental and indirect expenses for the works detailed in "Scope of Work for O&M" in bid document or for works otherwise required as per good engineering practices for Operation and Maintenance of the entire system in this Basic Service Charges. **Mehmdavad Nagarpalika's** scope of work.

3.1.2 Reduction of rates (RR) for non function of STP Units - In event of non compliance of any of the effluent parameters stipulated in Tender during O & M period, Penalty shall be applicable during O&M period as per clause 11 of Volume IIB

3.2 BILLING AND PAYMENT PROCEDURE

3.2.1. Commencing with the first Billing Period of the Operations & Maintenance period and for each Billing Period thereafter during the Operations & Maintenance Period,

3.2.2. The payment shall be in accordance with the following formula: $SF = BS - RR$
Where:

SF = Service Fee

BS = Basic Service Charges, as per clause 3.1

RR = Reduction in Rates or any other deduction as per terms and conditions of contract if any

3.2.3. The Fee payable shall be computed in accordance with this Clause and shall be adjusted from time to time, due to the provisions of clause of Tender Document or any other provisions in the contract. The Service Fee is and shall be considered to be a Single Fee payable for O&M of the system. The Department shall pay the Contractor the

Service Fee with respect to each Billing Period during the Operations & Maintenance Period, but shall have no obligation to pay the Service Fee till the commencement of O&M period as per bid document. The Service Fee constitutes the entire compensation of the Contractor for performing the Operation & Maintenance Services, as per the scope of work and other obligations due to this contract.

3.3 TAXES AND DUTIES

The rates to be quoted by the Contractor must be inclusive of all taxes prevailing on due date of bid submission.

However any subsequent changes in the tax structure by Government after due date of bid submission will be compensated (\pm) on availability or submission of actual documentation. Contractor has to intimate Engineer in charge regarding changes occurred in the tax structure after bid submission. If Contractor fails to provide such information and if any financial obligation may arise due to change in tax structure, same will be recovered from the contractor.

The contractor shall apply fair means of stock maintenance and shall adopt accounting standards as may be prescribed under GST. For arriving at the difference in procurement prices due to introduction of GST, it will be open for the Government to ask for original invoices, LR, weigh bridge slips, payment details and such other documents as may be required for the purpose.

If there is reduction in overall tax burden then proportional benefit of that shall be passed on to the Government.

3.4 Inspection by Employer

3.4.1 The Department may periodically check the operation of the Facility or designate an organization of its choice at the cost of Employer to carry out inspections of the Facility to satisfy itself that the Contractor is performing its obligations with due diligence.

3.4.2 The Contractor at its own cost shall provide any assistance required for such inspection of the Facility.

3.4.3 The Employer representative can inspect the facility at any moment during the O&M period.

4. TERMINATION

4.1 CONTRACTOR'S DEFAULT

4.1.1 The Employer shall be entitled to terminate this Contract for the following reasons attributable to the Contractor, unless arising as a result of a Force Majeure Event, or any cause related to the obligations of the Department.

a) Repudiation of this Contract by the Contractor or the evidencing of an intention by the Contractor not to be bound by the terms of this Contract.

b) Appointment of a provisional liquidator in providing for winding up of the Contractor unless such appointment has been set-aside within 45 days.

- c) The Contractor is ordered to be wound up by a court or files a petition for voluntary winding up except for the purpose of amalgamation or reconstruction provided that such amalgamation or reconstruction does not adversely affect the ability of the amalgamated or reconstructed entity to perform its obligations under this Contract, the successor has assumed in writing unconditional responsibility for the performance of the Contractor's obligations and the technical, financial and operating capability of the successor is satisfactory to the Department.
- d) The Contractor abandons the operation of the Facility.
- e) Under conditions expressly mentioned in any Clause of this Conditions of Contract for Operation and Maintenance.

4.2 CONSEQUENCES OF TERMINATION BY DEPARTMENT

If the Employer, with reasonable grounds, terminates the contract under clause 6.1 above, the Secured Advances, and any other sums of the contractor with the Department, shall be fortified and action shall be taken against him as per clause 3 of General Conditions of Contract, if deemed appropriate.

5. INDEMNIFICATION

5.1. The Contractor to indemnify the Department against the following:

- a) The Contractor shall at its own expense make good any physical loss or damage to the Facility occasioned by it in the course of the performance of its obligations under this Contract if and to the extent such loss or damage is caused by the wilful misconduct or failure to follow Good Engineering Practices of the Contractor, any sub-contractor or their respective agents or employees.
- b) The Contractor shall indemnify, defend and hold harmless the Department and its officers, employees, agents and affiliates against any and all claims of loss, damage and expense of whatever kind and nature, including all related costs and expenses incurred in connection therewith, in respect of personal injury to or death of third parties and in respect of loss of or damage to any third party to the extent that the same arises out of:
 - i) Any breach by the Contractor of its obligations hereunder;
 - ii) Any negligent act or omission on the part of the Contractor, its subcontractors or their respective agents or employees; and
 - iii) Any wilful misconduct or breach of statutory duty on the part of the Contractor, its subcontractors or their respective agents and employees.
- iv) Any other event where such indemnification has been expressly mentioned in this Conditions of Contract for Operation and Maintenance.
- c) The Contractor shall indemnify, defend and hold harmless the Department and its officers, employees, agents and affiliates against any and all claims of loss, damage and expense of whatever kind and nature, including all related costs and expenses incurred in connection therewith in respect of the death or injury to any person employed by the Contractor or its subcontractors in connection with the performance of the Contractor's obligations.

5.2. The Contractor shall indemnify the Department against all losses and claims in respect of:

- a) Death of or injury to any person, or,
- b) Loss of or damage to any property (other than the Works).which may arise out of / in consequence of the Operation and Maintenance of the Facility and the remedying of any defects therein, and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, subject to the exceptions below
- i) The permanent use or occupation of land by the Facility, or any part thereof.
- ii) The right of the Department to execute the Facility, or any part thereof, on, over, under, in or through any land.
- iii) Damage to property that is the unavoidable result of the execution and completion of the Works, or the remedying of any defects therein, in accordance with the contract.

6. INTELLECTUAL PROPERTY

6.1. All Intellectual Property conceived, originated, devised, developed or created by the Contractor specifically for the Facility or the carrying out of the obligations under this Contract shall vest in the Department as sole beneficial owner and shall be disclosed to the Department upon its [the Intellectual Properties] coming into existence.

6.2. Source code for computer programmers and associated documentation, storage media shall be made available to the Department by the Contractor free of cost

6.3. Any Intellectual Property of the Department that is required in connection with the performance of the obligations of the Contractor shall be made available to the Contractor free of charge for the purposes of this Contract alone

6.4. The Contractor shall, at its own cost and expense, ensure availability at all times during the Term of this Conditions of Contract for Operation and Maintenance, of any proprietary spares/consumables/equipment that it may have sourced for purposes of ensuring proper functioning of the Facility as per this Conditions of Contract for Operation and Maintenance.

6.5. The Contractor shall, as far as practicable, use its best efforts

a) To procure that Intellectual Property owned or developed by third parties and utilized by the Contractor in connection with the performance of its obligations under this Contract for the production of treated water from the Facility and otherwise for the Facility but for no other purpose on reasonable terms

b) To ensure that no Intellectual Property of a third party is otherwise used in the performance of the Contractor's obligations under this Contract without the approval from the Department.

6.6. On Termination of this Conditions of Contract for Operation and Maintenance, the Contractor shall transfer all such Intellectual Property whatsoever to the Department and/or to the Successor Operator at the discretion of the Department.

7. DOCUMENTS RECORDS / LOG BOOK

7.1 The contractor will be responsible for keeping up to date records of documents including History Card for equipment and maintaining every day log book relating to various analysis performed and to prepare and submit a daily report of

Pumping Station performance. The contractor shall maintain an updated log book and details of operational parameters like pumping hours, Amperes, Flow meter reading, H.T. Voltage, Power Factor, energy meter reading, pressure and other reading required are recorded in every shift at regular interval e.g. hourly or as agreed mutually (by **Mehmdavad Nagarpalika**).

7.2 Printing of log sheets, registers and all necessary stationery required for maintaining records of operations and maintenance has to be arranged by the Contractor at his cost. Format of log sheets, registers will be made available to the successful tenderer by **Mehmdavad Nagarpalika**.

8. ADDITIONAL SCOPE OF WORK

8.1 For additional work, if any, which is not included in the scope at present shall be executed by the contractor on authorization in writing from **Mehmdavad Nagarpalika**.

8.2 The rate of such additional work will be worked out by the Contractor based on the cost of materials and labour and shall be furnished to **Mehmdavad Nagarpalika**. The contractor shall be entitled for full cost of materials, direct labour and cost of operation of equipment/machinery etc. required to execute the work.

8.3 For such additional work, the contractor shall maintain time sheets of personnel engaged and equipment/machinery used for the execution of work. Only such labour and other costs based on the above records shall be applicable to the rates payable for above additional work.

9. GENERAL ROUTINE MAINTENANCE

General routine preventive maintenance schedule for various equipment shall be adopted from O&M Manual. However the general routine maintenance to be carried out by the Contractor's personnel will include but not limited to the following:

- a) Replacement of gland packing for the valves etc. whenever required.
- b) Greasing of bearing and lubricating all moving parts as per the schedule.
- c) Tightening of all loose nuts, bolts and other fasteners.
- d) Cleaning of sump at regular intervals.
- e) Lubricating and test operation of the valves.
- f) General cleaning of all equipment.

10. PREVENTIVE MAINTENANCE CHECKS:

The Contractor shall adopt a preventive maintenance check's schedule as per original equipment manufacturer O & M schedule under intimation to the Employer. The preventive maintenance checks and their tasks frequencies will not be limited to the following:

Checks to be performed daily

- a) Tightness
- b) Working of gauges and other measuring devices.

Checks to be performed weekly

- a) Pipeline leakages
- b) Tightness of all electrical connections
- c) Tightness of all cable connections
- d) Operation of all sluice and butterfly valves, scour and pressure relief valves, gates and air valves.
- e) Contractor shall be equipped with dewatering pump of required capacity of pumping sewage, the unit shall also consist of power generating set.
- f) All parts of the machinery and electrical equipment's liable to wear and tear shall be replaced by the contractor as per direction of engineer in charge.
- g) Current and voltages in all electrical equipment's.

Checks to be performed monthly

- a) Gland packing
- b) Wear and tear of moving parts.
- c) Maintenance of Valve actuator, Battery, etc. shall be carried out as approved by the Engineer-in-charge.

Checks to be performed bi-annually

- a) Battery and Battery charger

Checks to be performed annually

- a) Overhauling requirement of all equipment
- b) Improvement required if any in operation of plant
- c) Testing and calibration of all instruments

11. COMPUTER MONTHLY REPORT

The contractor has to provide at site one computer with printer to keep all the records, data maintenance schedules, spares available for the plant. Monthly statements for, total quantity of sewage entering to plant in MLD, plant effluent performance data, Lab test results, stock on chemicals, manpower list available at site, routine test result, monthly consumable and repair maintenance during the month shall be furnished by the contractor.

SECTION - 7
FORM OF BID

FORM OF BID

Description of the Works:

BID DOCUMENTS FOR Comprehensive Operation and maintenance of civil, mechanical, electrical and instrumentation work for 5.6 MLD SBR Based Sewage Treatment Plant at Mehmdavad, Gujrat for Mehmdavad Nagarpalika for 3 (Three) years.

BID

To : The Chief Officer

Address : **Mehmdavad Nagarpalika**

1. We offer to execute the Works described above and remedy any defects therein in conformity with the conditions of Contract, specification, drawings, Bill of Quantities and Addenda for the sum (s) of

(-----)

2. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works in the Contact within the time stated in the document.
3. We agree to abide by this Bid for the period of 120 Days from the date fixed for receiving the same, and it shall remain binding upon it and may be accepted at any time before the expiration of that period.
4. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this ----- day of ----- 20

Signature ----- in the capacity of -----

----- duly authorized to sign bids for and on behalf of -----

(in block capitals or typed) Address

Witness

Address

Occupation

SECTION - 8
BILL OF QUANTITIES

BILL OF QUANTITIES

Preamble

1. The bill of Quantities shall be read in conjunction with the Instructions to Bidder, Conditions of Contract, Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
- 3.
4. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, layout, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
5. The rates and prices shall be quoted entirely in Indian Currency.
6. The bidder shall quote his firm and fixed price for the entire work under this Contract, defined in more details in various sections of this bid document.
7. The rates and prices shall be submitted in the electronic formats given by n- procure which is called Schedule-B, rates and prices received in any other formats will be rejected and the bids will be disqualified.
8. It will be entirely at the discretion of the employer to accept or reject the bidder's proposal, without giving any reasons whatsoever and the bidder shall not be permitted to withdraw his bid on this account.
9. The bidder should quote online the percentage above/below/at par with respect to amount put to tender with O&M at the end of schedule B.
10. In Price Schedule-B, bidder shall quote his price for entire work. Prices quoted in Schedule- B only will be considered for price evaluation & shall form a part of the Contract Agreement.
11. In the Price Schedule B-1 to Schedule B-3 and Schedule C bidder shall furnish breakup of his prices quoted in Price Schedule-B.
12. The total shall be carried forward to Schedule-B for comparison and evaluation.
13. Wherever for a particular item the quantities have been specified payment shall be on unit rate basis and unit variation in quantity will be paid with pro rata basis.
14. The wording in the item description is for subject matter guidance only; clause references are indicative only and all other relevant clauses shall also be referred to. The prices shall allow for all the works covered under the bid digitized asset mapping and all liabilities and contractual obligations whether separately specified or not. Items against which no prices are quoted shall not be separately paid for and the bidder shall be deemed to have covered the cost of execution of such items (according to the requirements of the bid document) in the prices quoted for other items.

15. Items not specifically listed in his Price Schedules but required to be executed for satisfactory working/safety of the system as specified, will not be separately paid for by the Employer when executed and shall be deemed to be already covered by other items and rates listed in the price sheets. No extra payment shall be given for any item which is required to complete and perform the project.

16. Schedule-D gives the basis of interim payment for construction of civil works.

17. The bidder shall be deemed to have allowed in his price for provision, maintenance and final removal of all temporary works of whatsoever nature required for construction including temporary bunds, diverting water, pumping, de-watering etc. for the proper execution of works. The rates shall also be deemed to include any works and setting out that may be required to be carried out for laying out of all the works involved.

18. Prices or percentage rate shall be filled online only.

19. The Price Schedules are to be read in conjunction with the conditions of Contract, the Specifications and other sections of these bid documents and these documents are to be taken as mutually explanatory of one another.

20. The bidder shall interpret the data furnished and carry out any additional survey work, or investigation work required at his own cost.

21. The prices quoted shall also include the cost of materials utilized for testing.

22. The bidder should acquaint himself with the site conditions including the access to Work site. The successful bidder shall have to make suitable access to work sites at his own cost. These accesses will be used by the other contractors working for Nagarpalika.

23. The item descriptions in price schedule are for subject matter guidance only and the prices shall include all the equipment's / materials / accessories and services required as per the specifications. The bidder shall fill in the price schedule furnished.

24. 1% of the value of work will be deducted from the Running bill against labour cess, which shall be nonrefundable.

25. Third Party Inspection / CSC agency will be deployed by Nagarpalika and charges of the same will be borne by Nagarpalika.

26. Any expenditure incurred by inspection/ CSC agency for the work misinformed by the contractor and charges of inspection/ CSC agency without any work due to misinformation shall be recovered from the contractor.

27. The rate quoted shall be excluding of GST, inclusive of all other taxes, duties which shall not be paid extra. While GST will be paid at the approved tender rates and tender conditions of price variations.

28. GST shall be paid as per prevailing rates at the time of payment. The TDS shall be deducted at source as per provision of IT rules.

29. All water, fuel (For running of DG, Diesel pumps etc.) charges during O&M shall be borne by the **Mehmdavad Nagarpalika**.
30. The **Mehmdavad Nagarpalika** comply with all the requirements for purchase and use of electric power. Power sourcing from concerned DISCOM source shall be in the scope of the **Mehmdavad Nagarpalika**. All necessary lesioning and statutory approval from concerned DISCOM is in **Mehmdavad Nagarpalika's** scope.
31. The prices quoted shall also include the cost of Loosen, de-silt and thoroughly clean and remove debris and objects such as boulders, bricks etc. bacteriological slimes, roots, encrustations, grease, carbonated deposits, etc from the sewer line including disposal of silt / debris / malba / objects etc. by super suction machine. Cleaning of existing Pipeline. The prices quoted shall also include restoration of infrastructures like Kharkuwa, Electrical Line, Telephone cables all types, water lines, gas line, septic tanks, etc. and cable repairing (electric/telephone cable).
32. The prices quoted shall also include the cost of Temporary/Permanent plugging and blocking of sewer line, branch connections and diversion of flows and removal of all plugs, etc.
33. For any Underground and Over Head Utility, the contractor has to confirm it during site visit (as scheduled), the shifting or getting it shifted from the concern dept. (i.e. Liaisioning, follow-up and approval) required will be in contractor's scope. No extra cost will be given to contractor for any type of utilities shifting. All statutory fees/charges shall be paid by Nagarpalika on submission of proper fees receipt/challans and other relevant documents.
34. The PMC/PIU certified report of successful flow test including leakages/hydro test for the components covered under the respective running bill / final bill must be attached for payment.
35. Errors will be corrected by the Employer for any arithmetic errors pursuant to Clause 29 of the Instructions to Bidder.
36. Rock is defined as all materials which, in the opinion of the Engineer, required blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for its removal, and which cannot be extracted by ripping with a tractor of at least 150 kw with a single rear mounted heavy duty ripper.

SCHEDULE-D PAYMENT-SCHEDULE

BREAK UP FOR INTERIM PAYMENTS

Item	Description of Items	Percentage Payment to be released
1	PIPELINE: - GRAVITY MAIN	
a	On receipt of materials at project site (max. 10.0 Km. un-laid length is payable for this item)	65 % of Quoted rate
b	On Excavation, Lowering, laying and jointing	20 % of Quoted rate
c	On Hydraulic/Flow test including leakage	5 % of Quoted rate
d	On refilling and disposal of surplus stuff	5 % of Quoted rate
e	After commissioning	5 % of Quoted rate
2	MANHOLES	
a	On running bill as per actual work done	85% of Quoted rate
b	After Satisfactory Hydraulic / Flow test including leakage.	5% of Quoted rate
c	On completion & commissioning of the section in all aspects, and handing over to department / ULB.	10% of Quoted rate
3	CONSTRUCTION OF INSPECTION CHAMBER	
a	Construction of Inspection chamber & house connection as per specification and drawing	85% of Quoted rate
b	Satisfactory running of system.	15% of Quoted rate
4	OPERATION AND MAINTENANCE	
	Every month in equal installment based on quoted prices of O & M will be paid	

Notes: - Separate Agreement for comprehensive Operation and maintenance shall have to be made after handing over of complete project to the department.

BILL OF QUANTITIES**(A) Percentage Rate Tender (Up to INR Cr.)**

Item No	Description of Item (with brief specification and reference to book of specifications)	Quantity	Unit	Rate figures	In Amount
As Per Schedule – B					

I/We am/are willing to carry out the work at..... % above/below percent (Should be written in figures and words) of the estimated rate mentioned above. Amount of my /our tender works out as under.

Estimated amount put to tender

Estimated amount put to tender

Deduct.....% below

Add.....% Above

Net

Net

In words

In words

1	The Contractor shall exhibit a board with detailed specification and details of work as directed by the Engineer-In-Charge for which no extra payment shall be made.
2	The labour cess will be deducted as per prevailing rules i.e. 1% of the work done.
3	GST and Income tax TDS will be deducted at a source while making payments of bills
4	In all R.C.C. Items in Rate Analysis Standard Cement Consumption has been taken as per Govt G.R.: PRC-10/2017 Cement Consumption/16/C Date:11/05/2017 as stated in S.O.R. therefore in R.C.C. items where there is a change as per actual mix design the cost of difference of cement consumption have been deducted from the rate of original item at the rate of input rate mentioned in all the tender.

SECTION - 09

SECURITIES AND OTHER FORMS

BID SECURITY (BANK GUARANTEE)

WHEREAS, ----- (name of Bidder) (hereinafter called the "The Bidder") has submitted his bid Dated ----- (Date) for the construction of -----
---- (Name of Contractor hereinafter called "the Bid")

KNOW ALL PEOPLE by these presents that We -----
(name of Bank) of ----- (name of country) having our
registered office at ----- (hereinafter called
"the bank") are bound unto ----- (name of Employer)
(hereinafter called "The Employer") in the sum of ----- * for which
payment well and truly to be made to the said Employer the Bank itself, his successors and
assigns by these presents.

SEALED with the Common Seal of the said Bank this ----- day of 20

THE CONDITIONS of these obligations are:

- (1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;
Or
- (2) If the Bidder has been notified of the acceptance of his bid by the Employer during the period of Bid Validity:
 - A Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - B. Fails or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders; or
 - C. does not accept the correction of the Bid Price pursuant to Clause 27 (Correction of Errors)

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred conditions or conditions.

This Guarantee will remain in force up to and including the date ----- ** days after the deadline for submission of Bids as such the deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension (s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date

DATE -----

SIGNATURE-----

WITNESS -----

SEAL -----

(Signature, name and address)

* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1(Bid Security) of the Instructions to Bidders.

****45 days** after the **end of the validity period** of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

PERFORMANCE SECURITY

TO,

----- (Name of Employer)
----- (Address of Employer)

WHEREAS ----- (name and address of Contractor) (hereafter called "the Contractor") has undertaken, in pursuance of Contracts No. ---
----- dates ----- to execute -----
----- (name of Contract and brief description of Works) (hereinafter called "The Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractors such a bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of -----
(amount of guarantee)*----- (in words), such sum being payable in types and proportions of currencies in which the Contract prices is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ----- (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting is with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to of the Works to be performed thereunder or of any of the Contract documents which may be made between your and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such charge, addition or modifications.

This guarantee shall be valid until 60 days from the date of expiring of the Defect Liabilities period.

Signature and Seal of the guarantor ----- Name of Bank -----

Address -----
Date -----

*An amount shall be inserted by the Guarantor, representing the percentage the Contract price specified in the Contract denominated in Indian Rupees.

ADDITIONAL PERFORMANCE SECURITY

[Clause 34.1. (A)]

TO,

----- (Name of Employer)
----- (Address of Employer)

WHEREAS ----- (Name and address of contractor) (hereafter called "The Contractor") has undertaken, in pursuance of Contracts No. ----- dates ----- to execute -----
----- (Name of Contract and brief description of Works) (hereinafter called "The Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractors such a bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of -----
(amount of guarantee)----- (in words), such sum being payable in types and proportions of currencies in which the Contract prices is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ----- (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting is with the demand

We further agree that no change or addition to or other modification of the terms of the Contract to of the Works to be performed thereunder or of any of the Contract documents which may be made between your and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such charge, addition or modifications.

This guarantee shall be valid until **28 days** from the project completion date.

Signature and Seal of the guarantor ----- Name of Bank -----

Address -----

Date -----

BANK GUARANTEE FOR ADVANCE PAYMENT

TO,

----- (Name of Employer)

----- (Address of Employer)

----- (Name of Contractor)

Gentlemen:

In accordance with the provisions of the Conditions of Contract, sub-clause 51.1 ("Advance Payment") of the above mentioned Contract, -----
----- (name and address of Contractor) (hereinafter called "the Contractor") shall deposit with ----- (name of Employer) a bank guarantee his proper and faithful performance under the said Clause of the Contract in an amount of ----- (amount of Guarantee)* -
----- in words).

We, the ----- (bank of financial institution), as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to ----- (name of Employer) on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount not exceeding ----- (amount of guarantee)* -----
----- (in words)

We further agree that no change or addition to or other modifications of the terms of the Contractor or Works to be performed thereunder or of any of the Contract documents which may be made between ----- (name of Employer) and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modifications.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until ----- (name of employer) receives full repayment of the same amount from the contractor.

YOUR'S TRULY

Signature and Seal _____
Name of Bank/ Financial Institution _____
Address _____
Date _____

* An amount shall be inserted by that Bank or Financial Institution representing the amount of the Advance Payment, and denominated in Indian Rupees.

Letter of Acceptance

(Letter head paper of the Employer)

To, _____

_____ (Date)

_____ (Name and address of the Contractor)

Dear Sirs,

This is to notify you that your Bid dated _____ for execution of _____ (Name of the contract and identification number, as given in the Instructions to Bidders) for the Contract Price of Rupees _____ (_____) (amount in words and figures) as corrected and modified _____ in accordance with the Instructions to Bidders* is hereby accepted by our agency.

You are requested to furnish performance security, in the form detailed in para 34.1 of ITB for an amount equivalent to Rs. _____ within **10 days** of the receipt of this letter of acceptance up to beyond **60 days** from the date of expiry of defects Liability period i.e. up to _____ and the Additional Performance Security for an amount equivalent to Rs. _____ shall be valid beyond 28 (twenty-eight) days of Project Completion Date i.e. up to _____ and sign the contract, failing which action as stated in Para 34.3 of ITB will be taken.

Yours Faithfully

Authorized Signature Name and title of Signatory Name of Employer

* Delete "Corrected and" or and modified if only one of these actions applies. Delete as corrected and modified in accordance with the Instructions to Bidders, if corrections or modifications have not been affected.

Issue of Notice to proceed with the work

(Letterhead of the Employer)

To,

(Date)

_____(Name and address of the Contractor)

Dear Sirs,

Pursuant to your furnishing the requisite security in ITB Clause 34.1 and signing of the
Contract for the construction
of _____

_____ at a bid Price of Rs.

You are hereby instructed to proceed with the execution of the said works in accordance with
the contract documents.

Yours faithfully

(Signature, name and title of signatory authorized
To sign on behalf of Employer)

AGREEMENT FORM

This agreement, made on the _____ day of _____ between _____ (name and address of Employer) (Hereinafter called "the Employer") and _____ (name and address of contractor) hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that the Contractor execute

Name and identification number of contract (hereinafter called "the works") and the employer has accepted the Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein, at a cost of Rs.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read construed as part of this Agreement.
2. In Consideration of the payment to be made by the Employer to the contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to executive and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the contracts.
3. The employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein 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.
4. The Following documents shall be deemed to form and be ready and construed as part of this Agreement viz
 - i)letter of Acceptance
 - ii)Notice to proceed with the works:
 - iii)Contractor's Bid

iv) Conditions of contract: General and Special

v)Contract Data

vi) Additional conditions

vii) Drawings

viii) Bill of Quantities and

ix) Any other documents listed in the Contract data as forming part of the Contract.

In witness whereof the parties there to have caused this Agreement to be executed
the day and year first before written

The Common seal of _____

Was hereunto affixed in the presence of :

Signed, sealed and Delivered by the said _____

In the presence of

Binding signature of Employer _____

Binding Signature of Contractor _____

UNDERTAKING
(For Investment)

I, the undersigned do hereby undertake that our firm M/s
..... would invest a minimum cash up to
25% of the value of the work during implementation of the contract.

(Signed by an Authorized officer of the firm)

Title of officer

Name of firm

DATE

UNDERTAKING
(For Validity)

I, the undersigned do hereby undertake that our firm M/s
..... agree to abide by this bid for a perioddays
for date fixed for receiving the same and it shall be binding on us and may be accepted at
any time before the expiration of that period.

(Signed by an Authorized officer of the firm)

Title of officer

Name of firm

DATE

SECTION - 10
DRAWINGS

SECTION – 11

DOCUMENTS TO BE FURNISHED BY BIDDER

- Schedule – B
- Forms of Bid
- Drawings