

SECTION – 6
FORM OF BID

FORM OF BID

Description of the Works:

----- BID

To

Address

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 receipt of the Engineer's notice to commence, and to complete the whole of the Works in the Contract within the time stated in the document.
3. We agree to abide by this Bid for the period of 180 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

.....
.....

**FORMAT FOR MEMORANDUM OF UNDERSTANDING (MOU) FOR
TECHNOLOGY TIE-UP AGREEMENT WITH QUALIFIED TECHNOLOGY
PROVIDER (if applicable)**

(To be made on ₹300/- non judicial stamp paper and duly notarized to be submitted along with technical bid)

This **Technology Tie-up Agreement (herein referred as MOU)** is entered into on date by and between M/s (Name of the Company/Bidder) (Hereinafter referred as '**Contractor**'), a company incorporated under the Companies Act 1956 with a Registered Office at

AND

M/s (**Technology Provider**) (Hereinafter referred as '**Technology Provider**'), a company incorporated under the Companies Act 1956 with a Registered Office at.....

WITNESSETH

WHEREAS the contractor is in the business of turnkey execution of Water and Sewage / Wastewater Treatment Plants.

WHEREAS the technology provider is in the business of Design, Engineering and Supply of Key Components for Sewage / Wastewater Treatment Plants, which adheres with output norms as prescribed under this tender.

WHEREAS (Name of the client), (place of client) (Hereinafter referred as 'XXXX') has invited sealed tenders on prescribed Proforma from reputed and experienced agencies on turnkey basis for (Name of work). This Tie-up Agreement is executed specifically for the above-mentioned work and cannot be used for any other Works/ Project.

AND

The Contractor is submitting its bid as lead partner and has decided to enter into an exclusive Tie-up Agreement with the **technology provider** to engage them exclusively as Technology Provider for the biological treatment section as a part of the above-mentioned Work for which tenders are invited by 'XXXX'.

Now, therefore both the parties hereto agree as follows:

- i The **contractor** is submitting its bid with the **technology provider**.
- ii The **Technology Provider** will provide technology support to the contractor for the **Proposed Technology** to be used in the biological treatment section of the STP.
- iii **The Technology provider** shall provide following Services and Equipments to **the contractor**:
 - a. Detail process calculation and basic engineering for the **Proposed Technology**
 - b. Supply of all mandatory Equipments and Instruments as part of the **Proposed Technology** along with back-up guarantee for performance as per the tender requirement. Back-up guarantee for performance shall be applicable and valid only in

- case all design and documents for the complete STP is in accordance with **the technology provider's** design guidelines and all documents and drawings are reviewed, stamped and signed by technology provider.
- c. Shall provide supervision assistance during erection, commissioning, performance testing and trial runs of the STP **on Proposed Technology**
 - d. Shall provide supervision assistance during O & M period of the STP, if required for the **Proposed Technology**.
- iv The '**Contractor**' has the authority to sign the agreement with 'XXXX' and accept responsibility and obligation for the Works will rest with 'Contractor' and shall be responsible to the client viz. 'XXXX'. The technology provider, in turn, shall be responsible and liable to the contractor for their scope of work.
 - v **The technology provider** shall provide and commit such resources as are necessary to perform their scope of work for the successful completion of the Project. and shall also attend all review meetings over the Project as and when called for by 'XXXX' till the completion of the Project.
 - vi The contractor shall make all payments due, to **the technology provider** or to their accredited representative as per their Offer.
 - vii Each Party hereto in relation with the other is solely responsible and liable for their respective scope of work, to be mutually agreed between the Parties and incorporated in a detailed Agreement / Purchase Order to be entered into between the Parties before start of work for the above-mentioned Work. Such detailed Agreement / Purchase Order shall deal with technical and financial aspects of the Project.
 - viii Each Party agrees to and undertakes to indemnify and hold harmless the other Party against any liability, loss, cost, damages or expenses sustained as a result of negligent or improper performance or disturbance caused by itself or by any of its ~~subcontractors~~, suppliers or associates in connection with its share of Works as per the Contract. If any third party enforces any claim, which is attributable to the scope of work of a certain party, that Party shall settle such claims. The Parties agree to indemnify each other against all claims made by any third party in respect of any infringements of any rights protected by patents, designs or copyrights or trademarks employed in the Project by any Party.
 - ix In the course of working as associates, the contractor and technology provider will be sharing information with each other which may be proprietary /confidential information / knowledge acquired by each other. It is hereby agreed that both the parties will maintain complete secrecy regarding such information / knowledge and will not divulge to any party for any other purpose except for the success of the joint execution of the contract.
 - x Disputes if any arising in connection with this agreement shall be settled mutually and amicably between the Parties herein through their respective senior executive without making reference to the arbitration.
 - xi This Tie-up Agreement shall be effective from the date as mentioned in the first page of the Tie-up Agreement and shall remain valid till the project completion and shall terminate on the happening of any of the following:
 - a. The bid submitted by **the Contractor** is rejected or is unsuccessful in the bid.
 - b. The Contract for the Works has been awarded to other Third Parties.
 - c. The client notifies the Parties that they will not proceed with the Project.

- d. Any of the Parties to the Agreement is declared insolvent by a Court of Competent Jurisdiction.
- xii This Tie-up Agreement shall be subject to the laws in India and shall be subject to the jurisdiction of the court at Gandhinagar Town.
- xiii The MOU shall form the part of contract agreement (which will be submitted after awarding of the contract).

For the sake of correspondence, following Addresses and the Persons concerned are to be contacted:

The contractor	Technology Provider
Address:	Address:
Tel No.:	Tel No.:
Fax No.:	Fax No.:
Contact Person:	Contact Person:
Designation:	Designation:

For the Contractor
(Authorized Signatory)
Name:
Designation:

For The Technology Provider
(Authorized Signatory)
Name:
Designation:

JOINT VENTURE INFORMATION (if Applicable)

~~A copy of the joint venture agreement must be attached. In case the joint venture agreement is not acceptable to Employer, the joint venture shall modify the agreement aligned to the acceptable terms. Failure to submit a modified Joint venture agreement within twenty-one days upon receipt by the bidder of the request for modification will disqualify the bidder for further consideration.~~

Names of the joint venture as mentioned in JV agreement:

.....

Partners	Name of Firm	Name of Contact Person with Telephone Number	Correspondence Address	Financial Stake in JV (In Percentage)
Lead Partner				
Partner				

~~**Note:** The above form shall be supported with Joint Venture Agreement as per proforma mentioned in the tender.~~

SIGNATURE OF BIDDER

JOINT VENTURE AGREEMENT (if Applicable)

(To be notarized on ₹300/- non judicial stamp paper)

(1) ~~The Joint Venture agreement made and entered into at _____ (place) on _____ day of _____ (YEAR) by and between.~~

a. ~~Firm A (Name with address of the registered office)~~

b. ~~Firm B (Name with address of the registered office)~~

(2) ~~Definitions: In this deed the following words and expressions shall have the meaning set out below.~~

a. ~~"The Employer" shall mean ".....".~~

b. ~~"The _____ Works" _____ shall _____ mean~~

(Name of work) which is more particularly described in the pre-qualification and tender documents issued thereof by the Employer.

c. ~~"The Tender" shall mean the Tender to be submitted by Joint Venture to the Employer for the work /works.~~

d. ~~"The Contract" shall mean the contract entered /to be entered into between the Joint Venture and the Employer for the works.~~

(3) ~~Joint Venture (J.V):~~

~~The Parties hereto declare that they have agreed to form a Joint Venture for the purpose of submitting the pre-qualification Application/ tender document initially and then tender and if successful for the execution of the works as an integrated Joint Venture. The parties are not under this agreement entering into any permanent partnership of Joint Venture to tender or undertake any contract other than the subject works. Nothing herein contained shall be considered to constitute the parties of partners to constitute either Party the agent of the other.~~

(4) ~~**Witnesses:** Whereas Employer has invited tenders from intending bidders and the Board has permitted a group of firms (not exceeding two) forming a Joint Venture to eligible to be a bidder. And whereas _____ party of the first part and _____ party of the Second part/third part(if applicable) are desirous to enter into a Joint Venture in the nature of partnership engaged in the joint undertaking for the specific purpose of execution of the work of constructing _____ and whereas Parties of the first and Second part /third part(if applicable) reached understanding to submit pre-qualified/ tender, if pre-qualification, and to execute the contract if awarded;~~

~~**This agreement witnesses as follows.**~~

(a) ~~The parties do not enter into an agreement of any permanent partnership of Joint Venture to tender or undertake any Contract other than the specified above;~~

(b) ~~That the operation of this Joint Venture firm concerns and is confined to the work of _____ of the Employer~~

(c) ~~The name of the Joint Venture firm for convenience and continuity shall be.....~~

- (d) ~~The Address of Joint Venture for communication shall be as under.....~~
- (e) ~~The Joint Venture shall jointly submit pre-qualification application on the above name according to all terms and conditions stated in the relevant instructions contained in the bid documents.~~
- (f) ~~That this Joint Venture shall regulate the relations between the parties thereto and shall include without being limited to them the following conditions.~~
- i. ~~..... firm shall be the lead company in charge of the Joint Venture for all intents and purpose.~~
 - ii ~~In case, the said work is awarded to the Joint Venture, the partners of the Joint Venture will nominate a person with duly notarized Power of Attorney on stamp paper, who will represent the Joint Venture with the authority to incur liabilities, receive instructions and payments, sign and execute the contract for an on behalf of the Joint Venture,~~
 - iii ~~All the (Maximum Two) parties agree to make financial participation and to place at disposal of Joint Venture the benefits of its individual experience, technical knowledge, skill and shall in all respect bear its share as regards planning and execution of the work and responsibilities including the provision of information, advice and other assistance required in the Joint Venture and participation shall be in proportion of, Firm A.....% Firm B.....%~~
 - iv ~~All rights, interests, liabilities, obligations work experience and risks (and all net profits or net losses) arising out of the contract shall be borne by the parties in proportion to their shares. Each of the parties shall furnish its proportionate share in any bonds, guarantees, sureties required for the works as well as its proportionate share in connection with the works. The share and participation of the two partners in working capital and other financial requirements shall be in ratio as mentioned above.~~

b. (5) Internal responsibilities and liabilities:

- i ~~The division of individual scope of work may be worked out mutually by the parties but the party shall be jointly and severally liable to the employer for the whole work.~~
- ii ~~The parties specifically undertake to carry out their separate works in full compliance with the contract with the employer. Each party shall be responsible jointly and severally for consequences if any arising out of defective or delayed execution of works which falls within the individual's party's area of responsibility and/ or it has been caused due to acts and /or omission of the concerned party.~~
- iii ~~The parties jointly and severally agree to replace modify or repair any defect in their respective portions of works in accordance with the terms and condition of the contract with the employer.~~
- iv ~~The parties jointly and severally shall indemnify and hold harmless to each other against any claim made by the employer or any other third party for injury, damage, loss or expenses is attributed to the breach /non-performance of his responsibilities by the indemnifying party in accordance with the agreements and /or contract with the employer.~~

~~v None of parties have joined in any other Joint Venture for the said works.~~

ii) Responsibilities and liabilities of Joint Venture towards the employer:

- ~~1. Parties hereto shall be jointly and severally liable and responsible for the acts, deeds and things done or omitted to be done in respect of the execution of the contract and for any financial liability arising there from.~~
- ~~2. Parties hereto shall be jointly and severally responsible to the Employer for the execution of the works in accordance with the contract conditions.~~
- ~~3. Parties hereto shall be jointly and severally indemnify to the Employer against any claim made against the Employer or any other third party for any injury, damage or loss which may be attributed to the breach of the obligations under the contract pursuant to the contract.~~

(7) Site management:

- ~~(a) The execution of the work on the site will be managed by a Project Manager appointed by the Joint Venture and who will report to the _____ (J.V.) the project manager shall be authorized to represent the Joint Venture on site in respect of matters arising under the contract.~~
- ~~(b) The _____ (Name of the J.V.) shall be jointly and severally liable to the Employer for the execution of the contract commitment in respect of the works in accordance with contract conditions.~~

(8) Termination of the Agreement:

~~This agreement shall be terminated in the following circumstances.~~

- ~~(a) The employer awards the contract for the work to the other Bidder.~~
 - ~~(b) The employer cancels the work to award the contract.~~
 - ~~(c) On completion of the defect liability period as stipulated in the contract agreement of the works and all the liabilities thereof are liquidated.~~
- ~~(9) No partner has right to assign any benefits, obligation of liability under the agreement to any third party without prior written consent of the other partner~~
- (10) Financial matter:**
- ~~(a) Bank Account in the name of the Joint Venture will be opened with any scheduled or nationalized Bank to be operated by an individual signatory as decided mutually by the Joint Venture partners.~~
 - ~~(b) All the partners shall be responsible to maintain or cause to maintain proper Books of accounts balance sheet and profit and loss account as to the state of affairs of the firm as at the end of the financial year and as to the profit and loss made or incurred by the firm for the year ended on that date, respectively shall be prepared and the same shall subject to audit by a Chartered Accountant.~~
 - ~~(c) None of the party shall be entitled to make any borrowing on behalf of the Joint Venture without express prior written consent of the other party.~~
 - ~~(d) Bank guarantee for the application /execution of the work shall be provided jointly from a bank acceptable to the employer.~~
- (11) Negotiation:** Any negotiation of agreement between the parties hereto and the employer subsequent to the submission of the tender and prior to award, shall take place only with

~~consent of each of the parties who shall be represented at the such negotiation by one or more representative(s) duly empowered to make such negotiation or agreement.~~

~~(12) Legal jurisdiction: All questions relating to validity interpretation of this agreement shall be governed by the law of India and shall be subject to jurisdiction of High court at~~

~~(13) Settlement of disputes: Any dispute in interpretation of any condition mentioned herein shall be referred to an arbitrator/tribunal by mutual consent of the partners and such proceedings shall be governed by Gujarat Public Works contract disputes tribunal act of 1992 and as amended from time to time. The award of arbitrator shall be final and binding on the party hereto. Neither the obligation of each party here to the performance of contract nor the execution of work shall stop during the course of arbitration proceeding or as a result thereof.~~

~~(14) Insurance:~~

~~(a) The Joint Venture through the parties individually shall take such insurance in connection with the work in accordance with the tender condition as acceptable to the employer.~~

~~(b) The cost of the insurance premium paid by the Joint Venture shall be borne and paid by the parties in proportion to the respective shares of work. Other insurance taken individually by the parties shall be fully borne by the respective parties.~~

~~(15) No change shall be made in this agreement without prior written consent of the employer and another party. However, if the employer directs the parties to make changes in the agreement so as to fulfill tender conditions the parties discuss with employer and mutually agreed such changes required to be made in the agreement.~~

~~(16) Default and withdrawals from the Joint Venture.: In case that either party fails to observe the provision stipulated in this agreement withdrawal from the Joint Venture, Loss and/or expenses incurred by other party due to such default and /or withdrawals shall be fully compensated by the party who has defaulted.~~

~~(17) All matter relating to or arising due to this agreement shall be treated as confidential and shall not be disclosed to any other party. In witness whereof, the parties have caused their duly authorized representatives to sign below:~~

~~Witness:~~

~~1 Signed for and on behalf of firm A~~

~~2 Date Seal~~

~~Witness:~~

~~1 Signed for and on behalf of firm B~~

~~2 Date Seal~~

UNDERTAKING FOR MACHINERY

I hereby declare that the machinery specified herein shall be deployed immediately upon the award of the Contract. The said machinery shall be utilized exclusively for the execution of this Work. I further affirm that the aforementioned machinery is either in my possession or that the respective owners of such machinery have provided their consent for its deployment for this Work.

I also undertake that, during the course of execution, should any additional machinery or any other category of equipment be required at site, as may be instructed by the Engineer-in-Charge, the same shall be arranged and deployed promptly—whether through hiring or any other appropriate means—so as to ensure timely completion of all components of the Work in accordance with the prescribed schedule.

This undertaking is being furnished in the interest of the work and to affirm my commitment to the timely completion of the Project.

Authorized Signatory
Designation
Date:

Note: The above certificate shall be submitted with the bid

UNDERTAKING FOR MANPOWER

I/We hereby undertake that, considering the nature and scope of the Work, we possess adequate, experienced, and suitably skilled Key Technical Personnel and field staff as required. Any shortfall in the required personnel shall be duly arranged and deployed to ensure the timely execution and completion of all components of the Work in accordance with the prescribed schedule.

This undertaking is being furnished in the interest of the work and to affirm our commitment to the timely and successful completion of the Project.

Authorized Signatory

Designation

Date:

Note: The above certificate shall be submitted with the bid

SECTION – 7
PREAMBLE TO PRICE BID

BID FORM (WITH PRICE)

CONTRACT No:

Bidders are required to fill up all blank spaces in this Bid Form

To,

The Municipal Commissioner

Ahmedabad Municipal Corporation

Gujarat

Dear Sir,

Sub: _____ (Name of Work)

Having visited the site and examined the Bid Documents, Drawings, Conditions of Contract, Specifications, Annexure, Preamble to Price Bid, etc. including Addenda/Amendments to the above, for the execution of the above Contract, we the undersigned offer to design, engineering, procurement, installation, construction, complete, testing & commission, operate and maintain the whole of the said Works for **10[Ten] Years** from the date of successful commissioning including defects liability period as mentioned in Conditions of Contract and in conformity with the Drawings, Conditions of Contract, Specifications, Preamble to Price Schedules, Annexure, Bidding Documents, including Addenda Nos. _____ (insert numbers) for a price of Rs. _____ (Rupees _____) for Design & Construction including 3 months trial run and Rs. _____ (Rupees _____) for Operation and Maintenance for a period of **10[Ten] Years** including defects liability period or such other sum as may be ascertained/adjusted in accordance with the Tender Conditions.

1. I / We agree that

- (a) If we fail to provide required facilities to the Employer's representative or any other person/agency by the Employer to perform on his behalf for carrying out the inspection and testing of materials and workmanship

Or

- (b) If we incorporate into the Works, materials before they are tested and approved by the Engineer's representative

Or

- (c) If we fail to deliver treated sewage quality according to the conditions/stipulations of the Contract, the Employer will have rights to impose any penalties/liquidated damages according to the conditions of the contract and/or reject the work including termination of Contract.

2. We undertake, if our Bid is accepted, to complete and deliver the Works in accordance with the Contract as per tender conditions.
3. We agree to abide by this bid for a period of 180 days from the last date of submission of bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period. In the event of our Bid being accepted, we agree to enter into a

formal Contract Agreement with you incorporating the conditions of Contract thereto annexed but until such agreement is prepared, this Bid together with your written acceptance thereof shall constitute a binding Contract between us.

4. We agree, if our Bid is accepted, to furnish Performance Bond/Security in the forms and of value specified as per General Conditions of Contract, Security Deposit.
5. We have independently considered the amounts of liquidated damages stipulated by you in this bid document and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the Work not being completed by us in time.
6. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2026.

(Signature)

(Name of the person)

(In the capacity of)

Company Seal

(Name of firm)

Duly authorized to sign Bid for and on behalf of (Fill in block capitals)

Witness

Signature _____

Name _____

Address _____

PREAMBLE TO PRICE BID

A. PREAMBLE TO PRICE BID

1. This bid is for "**Design, Supply, Installation, Testing, and Commissioning of a Sewage Pumping Station and Sewerage Treatment Plant (open technology)**", with MCC panel room, DG set including civil, electrical, mechanical, piping and instrumentation works with three months trial run and post completion operation & maintenance of entire system for 10 [Ten] years including 3 [Three] years Defect Liability Period at various locations in Gujarat.
2. The bidder shall quote his firm and fixed '**Lumpsum price**' under this Contract, for all the works defined under the scope and in accordance with Terms of Reference.
3. After detailed survey, site investigation, development of the drawings and its subsequent approval by EIC, Contractor should furnish **detailed Bill of Quantities (BoQ)** (which shall be reviewed and updated periodically) to the Employer's Representative.
4. In addition to the BOQ, Bidder should also submit detailed **baseline project schedule and detailed billing breakup** along with the detailed BoQ for assessment of percentage progress of any component during construction and installation of the proposed STP. Bidder shall provide year wise break up cost for Operation and Maintenance
5. Measurements jointly taken by the Employer's Representative and the Contractor will be entered into the measurement books and signed jointly by both the parties which shall form the basis for such interim payments
6. As mentioned in the preamble to price schedule, the provision of measurement will be applicable only for the assessment of value of work done and certified by Engineer-in-Charge
7. Payment for items mentioned will be released as per provision for interim payment mentioned in the payment schedule.
8. Percentages are indicated in the Payment schedule breakup based on the Employer's best appreciation of the value of the component as related to the total costs of the concerned item as a whole. The percentage breakup as indicated in the Payment schedule breakup, may differ from that corresponding to the Bidder's scheme and bidder's design and he should take this into account while quoting his prices for the items specified
9. Payment to the Contractor during Operation and Maintenance shall be done as per the approved billing breakup and payment terms mentioned in this RFP.
10. Any excess claim by the Contractor during Construction and O & M shall be entertained and Employer reserves the right to dismiss such claims.
11. The successful bidder will be the technically qualified and responsive lowest quoted bidder (L1). Lowest bidder is decided based on the total quoted bid value as obtained subjected to overall technical qualification of the bid.
12. It will be entirely at the discretion of the Employer to accept or reject the bidder's proposal, without giving any reason whatsoever.
13. Any item not expressly specified within the Scope of Work but required to ensure the complete and functional performance of the Sewage Treatment Plant in accordance with

the prescribed technical standards and rated capacity, shall be deemed to be included in the Contractor's obligations. No additional payment whatsoever shall be admissible or payable by the Employer on this account.

14. The bill of Quantities shall be prepared in conjunction with the Instructions to Bidder, Conditions of Contract, Technical Specifications and Drawings.
15. The rates and prices shall be quoted entirely in Indian Currency.
16. 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.
17. The Bidder shall quote the Contract Price after duly considering the layout plan, site configuration, and land availability as specified in the Request for Proposal (RFP). No claims for additional payment or adjustment of the quoted price shall be entertained on account of any omission by the Bidder to take these factors into consideration.
18. Schedule of interim payments during construction period and Operation of the facility are indicated in this Section.
19. The bidder shall be deemed to have allowed in his bid proposal for all miscellaneous provisions, maintenance cost of equipment and establishments with 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 have included any works and setting out that may be required to be carried out for laying of pipeline and construction of structures of all the works involved. The Bidder shall bear the Travelling and TA/DA cost of Employer/PMC personnel to factory site for inspection of material.
20. It is the responsibility of the Contractor to obtain information / document/ data on survey, soil investigation and any other data required for preparation of his proposal at his own cost.
21. The bidder should acquaint himself with all the site conditions including but not limited to the access to work site, HFL, High/low Tide Level etc. The successful bidder shall have to make suitable access to work sites at his own cost. These accesses may be permitted for the use of the other agencies working as per instruction of Engineer-in-charge
22. The Rate quoted shall be exclusive of Goods and Service Tax (GST) and including of all other taxes and applicable duties/taxes, if any.
23. 1% of the value of work will be deducted from the Running bill amount against labor cess and it shall be non-refundable.
24. Third Party Inspection / third party agency will be deployed by Employer and charges of the same will be borne by Employer. If contractor gives misleading information about their readiness for inspection, cost of such futile inspection / visit of third party agency due to misinformation shall be recovered from the Contractor.
25. The Agency shall obtain all required insurance policies and shall furnish evidence of such insurance to the Employer within the stipulated time period. Failure to comply with this requirement shall render the Agency fully responsible for all consequences

- arising therefrom, and the Employer shall be entitled to recover any related amounts from sums due or becoming due to the Agency.
26. In addition, the Employer shall have the right to levy and recover penalties from the Agency for failure to procure the required insurance. Recovery of such penalty shall not, under any circumstances, absolve the Agency of its continuing obligation to obtain and maintain the required insurance policies in accordance with the Contract
 27. Agency shall be responsible for replacement of following equipment/spares based on proposed Technology:
 - a. The Bidder shall, while preparing and submitting the Bid, include within the quoted Contract Price the cost of replacement of Membranes, Media, and Diffusers required for the proper functioning of the proposed Sewage Treatment Plant.
 - b. The Bidder shall replace the Membranes, Media, and Air Diffusers, as applicable to the adopted treatment technology, at the time of handing over the STP to the MUNICIPALITY. Such replacements shall be carried out as and when required to ensure that STP meets the prescribed performance standards at the time of handing over.
 28. Notwithstanding any limitations that may be inferred from the wording of individual items or any explanations provided in the Scope of Work and Specifications, it is expressly understood that the rates and amounts quoted in the price bid shall constitute full compensation for completion of the Works in all respects. This includes, without limitation, the Designing and Construction of the Sewage Treatment Plant (STP), connection of the existing rising main with all necessary fittings up to the STP inlet, and all miscellaneous and allied works within the STP premises.
 29. The Bidder shall quote rates inclusive of, but not limited to, land clearance, dewatering, sludge removal, excavation, earth filling, pipeline works, and all other ancillary activities required for the construction of the SPS, STP, as well as all site-specific works. The quoted rates shall also cover the operation and maintenance of the facility for a period of 10 [Ten] years.
 30. The Bidder shall be deemed to have fully considered and accounted for all requirements, obligations, and responsibilities-whether expressed or implied- arising under all parts of the Contract, and to have priced all items accordingly. The quoted rates and amounts shall therefore be deemed to include all incidental, contingent, and ancillary costs and risks necessary for the execution, completion, and maintenance of the Works in accordance with the Contract. No additional claims of any kind shall be entertained by the Employer.
 31. Employer shall only provide assistance in obtaining necessary Statutory clearances from the Government and other concerned authorities. It is the obligation of the contractor to take all the necessary statutory approvals & clearances before the execution of proposed work.
 32. Contractor shall engage Third Party Consultant for proof checking of design, drawings of process and structural works by reputed institutions such as IIT/NIT.

B. MODEL OF PRICE BID

S.No.	Description of Item	Quantity	Unit	Total Offered Price in ₹
A	CAPEX (Part A)			
1	<p>The Contractor shall be responsible for the Design, Supply, Installation, Testing, and Commissioning of a Sewage Pumping Station (SPS), Sewerage Treatment Plant (STP), based on open technology. The scope shall include construction of the Equalization cum neutralization tank, MCC panel room, DG set installation, and execution of all associated Civil, Electrical, Mechanical, Piping, and Instrumentation Works.</p> <p>The proposed SPS, STP shall be designed to fit within the available land area and shall comprise Treatment Units, strictly conforming to prescribed NGT guidelines, relevant IS codes, and statutory requirements.</p> <p>The Contractor shall also provide a three-month trial run and performance monitoring period post-commissioning.</p> <p>The entire project shall be executed on a DBOT (Design–Build–Operate–Transfer) basis, with provision of the following.</p> <ol style="list-style-type: none"> 1. Construction of the overflow weir, inflow diversion arrangement, preliminary treatment units, and Raw Sewage Pumping Station (RSPS) with all required mechanical, electrical, instrumentation and structural arrangements necessary for safe and continuous operation. 2. Development of ROW, approach roads, and site development works, including construction of stormwater drains, internal pathways, Administration 	1	1 Job	<p>Bidder should offer his Lumpsum Price in Financial Bid (online only)</p>

	<p>Block-cum-Laboratory, supply and installation of laboratory equipment, internal roads, compound wall, and all other associated infrastructure. This also includes site aesthetic development, internal electrical and plumbing works, and any additional facilities specified in the Instructions to Bidders (ITB).</p> <p>3. Execution of all civil, electrical, mechanical, instrumentation works, including installation of raw water and clear water pumping systems, complete SCADA automation, and surveillance systems, with detailed specifications for each component. The system shall be designed to ensure compliance with the latest NGT discharge standards. The SCADA system shall be fully integrated with the Central Command and Control (CCC) Centre to enable continuous monitoring and remote diagnostics of all installed systems.</p> <p>4. Safe disposal of treated effluent to Khari River as per approved design. This includes supply, laying, and construction of a potable pump house, treated water discharge pipeline, associated earthworks, and restoration of road surfaces, wherever required, as per design and statutory requirements.</p> <p>5. All other charges mentioned in the scope of this tender complete to the satisfaction of Engineer-in-Charge.</p>			
B	OPERATION AND MAINTENANCE (Part B)			
2	<p>1. All administration, office, and establishment-related expenses required for the operation and management of the facility.</p> <p>2. All preventive and corrective maintenance, including repairs, replacements, and upkeep of equipment and structures during the DLP.</p>			

	<p>3. Supply and consumption of all treatment chemicals and consumables, including but not limited to Chlorine, Alum, Polyelectrolytes, and any other chemicals required for efficient plant operation.</p> <p>4. Provision of adequate skilled and unskilled manpower for process operation, equipment maintenance, administrative activities, site housekeeping, sampling, laboratory testing, and watch & ward/security.</p> <p>5. The Bidder shall submit the Guaranteed Power Consumption as specified in the tender. Financial evaluation shall be based on the power consumption values committed by Bidder. All electricity charges will be borne by the Employer.</p> <p>6. For estimation purposes, an average electricity tariff of INR 7.00 per kWh (all- inclusive) has been considered.</p> <p>7. Collection, transportation, and disposal of sludge and other rejects to the designated sanitary landfill site of MUNICIPALITY, including costs of fuel, vehicle/truck hiring, labour, and any statutory compliances.</p> <p>All other charges and obligations specified in the tender documents or required for successful execution of the work shall be fulfilled to the complete satisfaction of the Engineer-in-Charge.</p>			
	Description	Quantity	Unit	Total Offered Price in ₹
1.	Comprehensive Operation & Maintenance for the First Year – B1	Job	Lumpsum	The Bidder shall quote the Lumpsum price in the Price Bid for each year of Operation
2.	Comprehensive Operation & Maintenance for the Second Year – B2	Job	Lumpsum	
3.	Comprehensive Operation & Maintenance for the Third Year – B3	Job	Lumpsum	
4.	Comprehensive Operation & Maintenance for the Fourth Year – B4	Job	Lumpsum	
5.	Comprehensive Operation &	Job	Lumpsum	

	Maintenance for the Fifth Year – B5			(Online only).
6.	Comprehensive Operation & Maintenance for the Sixth Year – B6	Job	Lumpsum	
7.	Comprehensive Operation & Maintenance for the Seventh Year – B7	Job	Lumpsum	
8.	Comprehensive Operation & Maintenance for the Eight Year – B8	Job	Lumpsum	
9.	Comprehensive Operation & Maintenance for the Nine Year – B9	Job	Lumpsum	
10.	Comprehensive Operation & Maintenance for the Ten Year – B10	Job	Lumpsum	
	Total Offered Price in ₹ for PART A & Part B			
	In Words.....			
3	Rebate on above tendered amount (if any)%			
4	Total Offered Price including rebate offered.....			
	Lowest bidder (L1) is decided based on the lowest total quoted price of Capital Cost and O&M cost, subjected to overall technical qualification of the bid.			

B.1 Notes under Price Bid

Operation and Maintenance of Rising Main, Protection Wall, this system includes various components of Underground Drainage scheme and other allied works other than STP. This also involves the integration of essential mechanical, instrumentation, and electrical components, alongside headwork to enhance sewage management efficiency including.

- 1.) Breakdown Maintenance or Emergency Maintenance,
- 2.) Day to day Maintenance
- 3.) Preventive or Periodic Maintenance,
- 4.) Major Maintenance (or Special repairs and replacement including Training to O & M staff of ULB.

The rate shall also include all consumables and deployment of Manpower but excluding electric power (The electrical bill for power shall be paid by the ULB). The O & M work shall be carried out as per detailed specifications in the tender & maintaining the record for the same. The O & M work shall be carried out as per detailed specifications in the tender & maintaining the record for the same.

The works of this schedule comprise of

- (a) **Fixed Charges:** It may include manpower charges (as per Part-E), admin charges, non-technical power cost and any other charges if required.
- (b) **Flow Dependent Charges:** It may include required chemicals and necessary bacteria culture for maintaining characteristic of treated sewage. Chlorine, Alum, Poly

electrolyte, other chemicals if required and transportation of sludge. Minimum chemical requirement as given below.

- (c) **Maintenance Repair Charges:** It shall include all repairs, maintenance.
- (d) **Replacement Charges (If Any):** It Includes all replacement cost of required electro-mechanical equipment for treating the sewage depending on technology of STP at the end of 10-years.

Note: The successful Bidder shall hand over the plant with all the items in Good Operating Condition.

- (e) **Miscellaneous Charges (if any):** It may include all other charges for miscellaneous items for smooth functioning of the plant for the smooth functioning of the Sewage treatment plant with all allied works **for 10-Years O & M period** from the date of successful commissioning.

B.2 Other Conditions

1. The conditions laid down in Section 3, O&M Services, shall also be considered by the bidder at the time of bidding and same shall be applicable during the O & M contract for releasing payments
2. The cost of damages to the system shall not be included in the Operation and Maintenance as it is already covered under 'Defects Liability Period'.
3. The Rate quoted by the Bidder during Operation and Maintenance period shall be excluding Electric Power Charges. The Bidder shall give the Guarantee for the electrical energy usage of various components of the Works in the form as given in **Section 5f - Functional Guarantees of Plant** as a part technical bid submission. The Electricity bill from State Electricity Board shall be reimbursed by the Tender Issuing Authority / ULB, All the energy charges in excess of guaranteed power, all penalties/ surcharge towards not maintaining desired power factor, excess demand, delayed payment charges etc. will be calculated as per penalty clause provided in the RFP, and same shall be borne by the Contractor.
4. O&M (Excluding Power cost) Price for Ten years is shall be minimum 25% (Twenty Five) of the quoted price in for Capex (Part-A) above. In case bidder quote O & M less than 25% then the same shall be taken 25% at the time of award of work and accordingly the price in the capex shall be hold as per total quoted price for CAPEX and OPEX cost. The same shall be released in Operation and maintenance period in equal distribution throughout the O & M period.

Signature:

Name and Designation:

Company:

Date:

PART B

OPERATION & MAINTENANCE

The works comprises of the supply of all manpower, electric power for technology, transportation of sludge, spares, repairs and replacement as required and any other requirements for the smooth functioning of the Sewage treatment plant with 10 years O & M period during the **First year/Second Year/Third Year/Fourth Year/Fifth Year/Sixth Year/Seventh Year/ Eighth Year/Ninth Year & Tenth Year** from the date of successful commissioning as shown in O & M Breakup Tables below:

TABLE B1 - BREAKUP OF O&M COST

Item no.	Description	Quoted Price (Rs)
1	Fixed Charges: It may include manpower charges as per clause 4.3 of Section 3B, Conditions of O&M, admin charges and any other charges if required.	
2	Cost of Power (C_P) (Here C _P should be calculated based on Guaranteed power (P _G) submitted by Contractor as per formula C_P= P_G x 365days/year x 7 Rs/kWh x 1 years O&M) Minimum power requirement in kWh/MLD as per clause 7 of Section 3B, Conditions of O&M. Average unit cost will be considered as ₹ 7/kWh (inclusive of all charges) for estimation of power charges. If the electricity rate is revised (increase/decrease w.r.t. Rs. 7/kWh) the difference of the amount against power cost shall be adjusted by the Employer. Flow may vary depending on the site conditions and payment of power components during O&M shall be as per price variation during O&M	
3	Flow Dependent Charges: It may include Chlorine, Alum, Poly electrolyte, other chemicals if required and transportation of sludge.	
4	Maintenance Repair, Replacement and Miscellaneous Charges: It shall include all repairs and maintenance. It includes all replacement cost of machinery and equipment, also includes all other charges for miscellaneous items for smooth functioning of the plant	
	Total price for O & M for the First Year	
	Notes: 1. The cost of damages to the system shall not be included in this O&M cost breakup B1 which is covered under 'Defects Liability Period'. 2. Total price for O & M for 1 st year in Part B1 shall be in line with rates quoted for 1 st year in Part B.	

TABLE B2 - BREAKUP OF O&M COST

Item no.	Description	Quoted Price (Rs)
1	Fixed Charges: It may include manpower charges as per clause 4.3 of Section 3B, Conditions of O&M, admin charges and any other charges if required.	
2	Cost of Power (C_P) (Here C_P should be calculated based on Guaranteed power (P_G) submitted by Contractor as per formula C_P= P_G x 365days/year x 7 Rs/kWh x 1 years O&M) Minimum power requirement in kWh/MLD as per clause 7 of Section 3B, Conditions of O&M. Average unit cost will be considered as ₹ 7/kWh (inclusive of all charges) for estimation of power charges. If the electricity rate is revised (increase/decrease w.r.t. Rs. 7/kWh) the difference of the amount against power cost shall be adjusted by the Employer. Flow may vary depending on the site conditions and payment of power components during O&M shall be as per price variation during O&M	
3	Flow Dependent Charges: It may include Chlorine, Alum, Poly electrolyte, other chemicals if required and transportation of sludge.	
4	Maintenance Repair, Replacement and Miscellaneous Charges: It shall include all repairs and maintenance. It includes all replacement cost of machinery and equipment, also includes all other charges for miscellaneous items for smooth functioning of the plant	
	Total price for O & M for the Second Year	
	Notes: 1. The cost of damages to the system shall not be included in this O&M cost breakup B2 which is covered under 'Defects Liability Period'. 2. Total price for O & M for 2 nd year in Part B2 shall be in line with rates quoted for 2 nd year in Part B.	

TABLE B3 - BREAKUP OF O&M COST

Item no.	Description	Quoted Price (Rs)
1	Fixed Charges: It may include manpower charges as per clause 4.3 of Section 3B, Conditions of O&M, admin charges and any other charges if required.	
2	Cost of Power (C_P) (Here C_P should be calculated based on Guaranteed power (P_G) submitted by Contractor as per formula C_P= P_G x 365days/year x 7 Rs/kWh x 1 years O&M) Minimum power requirement in kWh/MLD as per clause 7 of Section 3B, Conditions of O&M. Average unit cost will be considered as ₹ 7/kWh (inclusive of all charges) for estimation of power charges. If the electricity rate is revised (increase/decrease w.r.t. Rs. 7/kWh) the difference of the amount against power cost shall be adjusted by the Employer. Flow may vary depending on the site conditions and payment of power components during O&M shall be as per price variation during O&M	
3	Flow Dependent Charges: It may include Chlorine, Alum, Poly electrolyte, other chemicals if required and transportation of sludge.	
4	Maintenance Repair, Replacement and Miscellaneous Charges: It shall include all repairs and maintenance. It includes all replacement cost of machinery and equipment, also includes all other charges for miscellaneous items for smooth functioning of the plant	
	Total price for O & M for the Third Year	
	Notes: 1. The cost of damages to the system shall not be included in this O&M cost breakup B3 which is covered under 'Defects Liability Period'. 2. Total price for O & M for 3 rd year in Part B3 shall be in line with rates quoted for 3 rd year in Part B.	

TABLE B4 - BREAKUP OF O&M COST

Item no.	Description	Quoted Price (Rs)
1	Fixed Charges: It may include manpower charges as per clause 4.3 of Section 3B, Conditions of O&M, admin charges and any other charges if required.	
2	Cost of Power (C_P) (Here C_P should be calculated based on Guaranteed power (P_G) submitted by Contractor as per formula C_P= P_G x 365days/year x 7 Rs/kWh x 1 years O&M) Minimum power requirement in kWh/MLD as per clause 7 of Section 3B, Conditions of O&M. Average unit cost will be considered as ₹ 7/kWh (inclusive of all charges) for estimation of power charges. If the electricity rate is revised (increase/decrease w.r.t. Rs. 7/kWh) the difference of the amount against power cost shall be adjusted by the Employer. Flow may vary depending on the site conditions and payment of power components during O&M shall be as per price variation during O&M	
3	Flow Dependent Charges: It may include Chlorine, Alum, Poly electrolyte, other chemicals if required and transportation of sludge.	
4	Maintenance Repair, Replacement and Miscellaneous Charges: It shall include all repairs and maintenance. It includes all replacement cost of machinery and equipment, also includes all other charges for miscellaneous items for smooth functioning of the plant	
	Total price for O & M for the Fourth Year	
	Notes: 1. Total price for O & M for 4 th year in Part B4 shall be in line with rates quoted for 4 th year in Part B.	

TABLE B5 - BREAKUP OF O&M COST

Item no.	Description	Quoted Price (Rs)
1	Fixed Charges: It may include manpower charges as per clause 4.3 of Section 3B, Conditions of O&M, admin charges and any other charges if required.	
2	Cost of Power (C_P) (Here C_P should be calculated based on Guaranteed power (P_G) submitted by Contractor as per formula C_P= P_G x 365days/year x 7 Rs/kWh x 1 years O&M) Minimum power requirement in kWh/MLD as per clause 7 of Section 3B, Conditions of O&M. Average unit cost will be considered as ₹ 7/kWh (inclusive of all charges) for estimation of power charges. If the electricity rate is revised (increase/decrease w.r.t. Rs. 7/kWh) the difference of the amount against power cost shall be adjusted by the Employer. Flow may vary depending on the site conditions and payment of power components during O&M shall be as per price variation during O&M	
3	Flow Dependent Charges: It may include Chlorine, Alum, Poly electrolyte, other chemicals if required and transportation of sludge.	
4	Maintenance Repair, Replacement and Miscellaneous Charges: It shall include all repairs and maintenance. It includes all replacement cost of machinery and equipment, also includes all other charges for miscellaneous items for smooth functioning of the plant	
5	Replacement Charges: It Includes all replacement cost of membranes for MBR Technology at the end of 5 years , MBBR Media for MBBR Technology at the end of 7 years , Air Diffusers for all processes at the end of 7 years , Filtration Media Replacement / Top up at the end of 6 years . Note: The Replacement items whose life is more than 5 years should be procured and handed over to Nagarpalika as shelve spares for replacement at the end of its design life period.	
6	Miscellaneous Charges (if any): It may include all other charges for miscellaneous items for smooth functioning of the plant.	
	Total price for O & M for the Fifth Year	
	Notes: 1. Total price for O & M for 5 th year in Part B5 shall be in line with rates quoted for	

	5 th year in Part B.
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TABLE B6 - BREAKUP OF O&M COST

Item no.	Description	Quoted Price (Rs)
1	Fixed Charges: It may include manpower charges as per clause 4.3 of Section 3B, Conditions of O&M, admin charges and any other charges if required.	
2	Cost of Power (C_P) (Here C_P should be calculated based on Guaranteed power (P_G) submitted by Contractor as per formula C_P= P_G x 365days/year x 7 Rs/kWh x 1 years O&M) Minimum power requirement in kWh/MLD as per clause 7 of Section 3B, Conditions of O&M. Average unit cost will be considered as ₹ 7/kWh (inclusive of all charges) for estimation of power charges. If the electricity rate is revised (increase/decrease w.r.t. Rs. 7/kWh) the difference of the amount against power cost shall be adjusted by the Employer. Flow may vary depending on the site conditions and payment of power components during O&M shall be as per price variation during O&M	
3	Flow Dependent Charges: It may include Chlorine, Alum, Poly electrolyte, other chemicals if required and transportation of sludge.	
4	Maintenance Repair, Replacement and Miscellaneous Charges: It shall include all repairs and maintenance. It includes all replacement cost of machinery and equipment, also includes all other charges for miscellaneous items for smooth functioning of the plant	
5	Replacement Charges: It Includes all replacement cost of membranes for MBR Technology at the end of 5 years , MBBR Media for MBBR Technology at the end of 7 years , Air Diffusers for all processes at the end of 7 years , Filtration Media Replacement / Top up at the end of 6 years . Note: The Replacement items whose life is more than 5 years should be procured and handed over to Nagarpalika as shelf spares for replacement at the end of its design life period.	
6	Miscellaneous Charges (if any): It may include all other charges for miscellaneous items for smooth functioning of the plant.	
	Total price for O & M for the Sixth Year	
	Notes:	

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| | 1. Total price for O & M for 6 th year in Part B6 shall be in line with rates quoted for 6 th year in Part B. |
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TABLE B7 - BREAKUP OF O&M COST

Item no.	Description	Quoted Price (Rs)
1	Fixed Charges: It may include manpower charges as per clause 4.3 of Section 3B, Conditions of O&M, admin charges and any other charges if required.	
2	Cost of Power (C_P) (Here C_P should be calculated based on Guaranteed power (P_G) submitted by Contractor as per formula C_P= P_G x 365days/year x 7 Rs/kWh x 1 years O&M) Minimum power requirement in kWh/MLD as per clause 7 of Section 3B, Conditions of O&M. Average unit cost will be considered as ₹ 7/kWh (inclusive of all charges) for estimation of power charges. If the electricity rate is revised (increase/decrease w.r.t. Rs. 7/kWh) the difference of the amount against power cost shall be adjusted by the Employer. Flow may vary depending on the site conditions and payment of power components during O&M shall be as per price variation during O&M	
3	Flow Dependent Charges: It may include Chlorine, Alum, Poly electrolyte, other chemicals if required and transportation of sludge.	
4	Maintenance Repair, Replacement and Miscellaneous Charges: It shall include all repairs and maintenance. It includes all replacement cost of machinery and equipment, also includes all other charges for miscellaneous items for smooth functioning of the plant	
5	Replacement Charges: It Includes all replacement cost of membranes for MBR Technology at the end of 5 years , MBBR Media for MBBR Technology at the end of 7 years , Air Diffusers for all processes at the end of 7 years , Filtration Media Replacement / Top up at the end of 6 years . Note: The Replacement items whose life is more than 5 years should be procured and handed over to Nagarpalika as shelf spares for replacement at the end of its design life period.	
6	Miscellaneous Charges (if any): It may include all other charges for miscellaneous items for smooth functioning of the plant.	
	Total price for O & M for the Seventh Year	
	Notes:	

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| | 1. Total price for O & M for 7 th year in Part B7 shall be in line with rates quoted for 7 th year in Part B. |
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TABLE B8 - BREAKUP OF O&M COST

Item no.	Description	Quoted Price (Rs)
1	Fixed Charges: It may include manpower charges as per clause 4.3 of Section 3B, Conditions of O&M, admin charges and any other charges if required.	
2	Cost of Power (C_P) (Here C_P should be calculated based on Guaranteed power (P_G) submitted by Contractor as per formula C_P= P_G x 365days/year x 7 Rs/kWh x 1 years O&M) Minimum power requirement in kWh/MLD as per clause 7 of Section 3B, Conditions of O&M. Average unit cost will be considered as ₹ 7/kWh (inclusive of all charges) for estimation of power charges. If the electricity rate is revised (increase/decrease w.r.t. Rs. 7/kWh) the difference of the amount against power cost shall be adjusted by the Employer. Flow may vary depending on the site conditions and payment of power components during O&M shall be as per price variation during O&M	
3	Flow Dependent Charges: It may include Chlorine, Alum, Poly electrolyte, other chemicals if required and transportation of sludge.	
4	Maintenance Repair, Replacement and Miscellaneous Charges: It shall include all repairs and maintenance. It includes all replacement cost of machinery and equipment, also includes all other charges for miscellaneous items for smooth functioning of the plant	
5	Replacement Charges: It Includes all replacement cost of membranes for MBR Technology at the end of 5 years , MBBR Media for MBBR Technology at the end of 7 years , Air Diffusers for all processes at the end of 7 years , Filtration Media Replacement / Top up at the end of 6 years . Note: The Replacement items whose life is more than 5 years should be procured and handed over to Nagarpalika as shelf spares for replacement at the end of its design life period.	
6	Miscellaneous Charges (if any): It may include all other charges for miscellaneous items for smooth functioning of the plant.	
	Total price for O & M for the Eighth Year	
	Notes:	

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| | 1. Total price for O & M for 8 th year in Part B8 shall be in line with rates quoted for 8 th year in Part B. |
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TABLE B9 - BREAKUP OF O&M COST

Item no.	Description	Quoted Price (Rs)
1	Fixed Charges: It may include manpower charges as per clause 4.3 of Section 3B, Conditions of O&M, admin charges and any other charges if required.	
2	Cost of Power (C_P) (Here C_P should be calculated based on Guaranteed power (P_G) submitted by Contractor as per formula C_P= P_G x 365days/year x 7 Rs/kWh x 1 years O&M) Minimum power requirement in kWh/MLD as per clause 7 of Section 3B, Conditions of O&M. Average unit cost will be considered as ₹ 7/kWh (inclusive of all charges) for estimation of power charges. If the electricity rate is revised (increase/decrease w.r.t. Rs. 7/kWh) the difference of the amount against power cost shall be adjusted by the Employer. Flow may vary depending on the site conditions and payment of power components during O&M shall be as per price variation during O&M	
3	Flow Dependent Charges: It may include Chlorine, Alum, Poly electrolyte, other chemicals if required and transportation of sludge.	
4	Maintenance Repair, Replacement and Miscellaneous Charges: It shall include all repairs and maintenance. It includes all replacement cost of machinery and equipment, also includes all other charges for miscellaneous items for smooth functioning of the plant	
5	Replacement Charges: It Includes all replacement cost of membranes for MBR Technology at the end of 5 years , MBBR Media for MBBR Technology at the end of 7 years , Air Diffusers for all processes at the end of 7 years , Filtration Media Replacement / Top up at the end of 6 years . Note: The Replacement items whose life is more than 5 years should be procured and handed over to Nagarpalika as shelf spares for replacement at the end of its design life period.	
6	Miscellaneous Charges (if any): It may include all other charges for miscellaneous items for smooth functioning of the plant.	
	Total price for O & M for the Ninth Year	
	Notes:	

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| | 1. Total price for O & M for 9 th year in Part B9 shall be in line with rates quoted for 9 th year in Part B. |
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TABLE B10 - BREAKUP OF O&M COST

Item no.	Description	Quoted Price (Rs)
1	Fixed Charges: It may include manpower charges as per clause 4.3 of Section 3B, Conditions of O&M, admin charges and any other charges if required.	
2	Cost of Power (C_P) (Here C_P should be calculated based on Guaranteed power (P_G) submitted by Contractor as per formula C_P= P_G x 365days/year x 7 Rs/kWh x 1 years O&M) Minimum power requirement in kWh/MLD as per clause 7 of Section 3B, Conditions of O&M. Average unit cost will be considered as ₹ 7/kWh (inclusive of all charges) for estimation of power charges. If the electricity rate is revised (increase/decrease w.r.t. Rs. 7/kWh) the difference of the amount against power cost shall be adjusted by the Employer. Flow may vary depending on the site conditions and payment of power components during O&M shall be as per price variation during O&M	
3	Flow Dependent Charges: It may include Chlorine, Alum, Poly electrolyte, other chemicals if required and transportation of sludge.	
4	Maintenance Repair, Replacement and Miscellaneous Charges: It shall include all repairs and maintenance. It includes all replacement cost of machinery and equipment, also includes all other charges for miscellaneous items for smooth functioning of the plant	
5	Replacement Charges: It Includes all replacement cost of membranes for MBR Technology at the end of 5 years , MBBR Media for MBBR Technology at the end of 7 years , Air Diffusers for all processes at the end of 7 years , Filtration Media Replacement / Top up at the end of 6 years . Note: The Replacement items whose life is more than 5 years should be procured and handed over to Nagarpalika as shelf spares for replacement at the end of its design life period.	
6	Miscellaneous Charges (if any): It may include all other charges for miscellaneous items for smooth functioning of the plant.	
	Total price for O & M for the Tenth Year	
	Notes:	

	1. Total price for O & M for 10 th year in Part B10 shall be in line with rates quoted for 10 th year in Part B.
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PART D Manpower requirement during Operation and Maintenance for Proposed STP in the Contract				
Use Separate Sheet for each STP				
Sr. No	Position	No. of Posts	Rate Per Month in Rs.	Total Cost in Rs.
1	Plant In-charge / Plant Manager	1		
2	Shift In-charge	3		
3	Safety Officer	1		
4	Chemist	1		
5	Instrument Technician	1		
6	Fitter	2		
7	Electrician	3		
8	Plant Operator	18		
9	Helpers	18		
10	Security	18		
11	Helper cum Sweeper	04		
12	Gardener	02		

PART E
FUNCTIONAL GUARANTEES OF THE PLANT

(To be completed by the Bidder and shall be uploaded along with their technical bid)
Electrical Energy usage per Unit Volume of Raw Sewage (in accordance with clause 1.1.2, Function guarantee of the plant)

The Bidder guarantees that electrical energy usage of various components of the Works will not exceed the values listed in the table below, as demonstrated by the Tests after Completion and throughout the Operation and Maintenance Period.

Name	As mentioned in Tender Notice	Guaranteed Power Consumption for each STPs in the Contract (kWh / day)	Guaranteed Power Consumption for each STPs in the Contract (kWh/ month)
SPS Capacity (cum/day)	As mentioned in Tender Notice	P_G	P_G x 365/12
The consumption of Energy during the Tests after Completion is guaranteed to be:	Not more than:kWh / per cubic meter (Cum) of plant effluent		
STP Capacity (cum/day)	As mentioned in Tender Notice	P_G	P_G x 365/12
The consumption of Energy during the Tests after Completion is guaranteed to be:	Not more than:kWh / per cubic meter (Cum) of plant effluent		

BOD removal of minimum 300 mg/l or higher (as prescribed by NGT) as accessed by the bidder to be considered while calculating aeration power requirement (in accordance with clause 1.1.2, Function guarantee of the plant).

Sl. No.	Name of the Equipment Name	Working units (Nos.)	Efficiency of Equipment (%)	B kW for operation	Motor Efficiency (%)	Motor Rating (kW)	Operating hours (h/day)	Total Power Consumption (kWh/day)
	SPS							
1.	Raw Sewage pump							

2.	Mechanical Coarse Screen							
3.	Screw Conveyor							
4.	Electric Hoist							
	Total							
	STP							
1	Mechanical Fine screen							
2	Belt Conveyor							
3	Grit Mechanism							
4	Grit Classifier Mechanism							
5	Organic Return Pump							
6	Anoxic/Anaerobic Tank Mixer							
7	Process Air Blower							
8	Secondary Clarifier mechanism							
9	Pump: Thickener Feed / RAS / WAS / Internal recirculation							
10	Clarifier Mechanism							
11	Filter Feed Pumps							
12	Backwash Pumps							
13	Air Scour Blowers							
14	Gravity Sludge Thickener							
15	Thickener Dilution water Pumps							
16	Digester Feed Pumps							
17	Sludge Digester mixers							

18	Flaring System							
19	Thickened Sludge Sump Mixers / Blowers							
20	Centrifuge Feed Pumps							
21	Centrifuge with VFD							
22	Supernatant / Centrate Recirculation pump(s)							
23	Polyelectrolyte (PE) Tank Agitator (s)							
24	Polyelectrolyte (PE) dosing pump (s)							
25	Coagulant Tank Agitator(s)							
26	Coagulant dosing pump(s)							
27	Chlorine Booster pump(s)							
28	NaOH recirculating Pump(s)							
29	Service Water pumps							
30	Drain Pumps							
31	Lighting & Ventilation/ Air conditioner Loads							
32	Motorised Gates/ Valves							
33	EOT crane for blowers/pumps/ equipment							
34.	Equalization tank pumps							
35.	Any other as required							
	Total							

Note: Format given above is indicative only. Bidder shall incorporate all the equipment (required for successful operation of plant) as per selected process in Power Consumption Statement and accordingly arrive on guaranteed power consumption.

Chlorine Usage per Unit Volume of Plant Effluent (in accordance with clause 1.1.3.1, Function guarantee of the plant)

Plant Name	As mentioned in Tender Notice	Total Guaranteed Chlorine Consumption for each STPs in the Contract
Plant Capacity (cum/day)		
The consumption of Chlorine during the Tests after Completion is guaranteed to be:	Not more than: kg per cubic meter (cum) of plant effluent	

Dewatering Polymer Usage per Unit Volume of Plant Effluent for Biological Sludge (in accordance with clause 1.1.3.2, Function guarantee of the plant)

Plant Name	As mentioned in Tender Notice	Total Guaranteed Polymer Consumption for each STPs in the Contract (Kg/day)
Plant Capacity (cum/day)		
The consumption of Coagulant during the Tests after Completion is guaranteed to be:	Not more than: kg per cubic meter (cum) of plant effluent	

Coagulant / Other Chemical Usage per Unit Volume of Plant Effluent (if required) (in accordance with clause 1.1.3.3, Function guarantee of the plant)

Plant Name	As mentioned in Tender Notice	Total Guaranteed Coagulant Consumption for each STPs in the Contract (Kg/day)
Plant Capacity (cum/day)		
The consumption of Coagulant during the Tests after Completion is guaranteed to be:	Not more than:kg per cubic meter (cum) of plant effluent	

Land Requirement (in accordance with clause 1.1.4, Function guarantee of the plant)

Plant Name	As mentioned in Tender Notice	Proposed Land Requirement for each STPs in the Contract (m²)
Plant Capacity (cum/day)		
The requirement of land is guaranteed to be:	Not more than:m ² /per cubic meter (cum) of plant effluent	

Part-G: Breakup of Land Requirement

Sr. No.	Description of Unit	Land Required (in m ²)
1	STP with Tertiary treatment units (if required)	
2	Deodorization of Primary and Sludge Treatment Units and UF or Cloth Media Disc Filtration for Reuse (future units) .	
3	Green zone of minimum 33% shall be provided all along compound wall	
4	Sludge drying bed (SDB) for 25% of sludge generated (future use)	
5	Additional land for 2nd Phase	
	Grand Total	

Notes:

1. The Bidder shall have to submit the extent of land requirement in Technical Bid duly justified in the Layout Plan. The excess usage over and above the land requirement proposed by the bidder in the layout plan shall be deducted from his payment towards capital cost at prevailing Jantri rates of location.
2. The bidder shall utilize the maximum area of land allocated for the STP in this project. The remaining quantum of land shall be left vacant for future augmentation of STP in future.

C. PAYMENT TERMS AND CONDITIONS:

Item No.	Description of Items	Percentage Payment to be released
1	Approval of Drawings and Documentation	Shall not exceed 2% of the Total Contract Value (Excluding O & M)
A	Approval of Basic Engineering Drawings	65% of Quoted rate
B	Approval of Detailed Engineering Drawings	20% of Quoted rate
C	Operation and Maintenance Manuals, As-built Drawings etc.	15% of Quoted rate
	Total of 1.0 (Maximum 2% of the Total Contract Value excluding O&M price)	100%
2	Civil Works	Shall not exceed 45% of the Total Contract Value (Excluding O & M)
A	Sewage Pumping Station, Interconnecting Bridge, Primary Treatment Units (Stilling Chamber, Fine Screen Channel, Grit Chamber, Distribution Chamber, Primary Clarifiers, Sludge Sumps. etc. (Shall not exceed 15 % of the Total Civil Works)	
1	On Completion of bottom raft on pro-rata basis against monthly Running bills	30%
2	Walls	
	(a) On completion of Side wall up to half of the height on pro-rata basis against monthly running bills	25%
	(b) On completion of Side wall up to full height on pro-rata basis against monthly running bills	20%
3	Platform, Handrail and other Miscellaneous works	15%
4	On Completion and successful testing	3%
5	On successful commissioning of that particular unit complete in all respect	7%
	Total	100%
B	Biological Treatment Units, Chlorination Tank,	

	Equalization Cum Neutralization Tank, Secondary Sludge Sump & Pump house (Shall not exceed 50 % of the Total Civil Works)	
1	On Completion of bottom raft on pro-rata basis against monthly Running bills	30%
2	Walls	
	(a) On completion of Side wall up to half of the height on pro-rata basis against monthly running bills	25%
	(b) On completion of Side wall up to full height on pro-rata basis against monthly running bills	20%
3	Platform, Handrail and other Miscellaneous works	15%
4	On Completion and successful testing	3%
5	On successful commissioning of that particular unit complete in all respect	7%
	Total	100%
C	Buildings (Chlorine Building, Dewatering Building, Administrative, Process Air Building, MCC cum Panel building, Guard Room etc. (Shall not exceed 35 % of the Total Civil Works). Ground Floor – Blower Room – As per Approved Drawing	
1	RCC Work up to Bottom Slab / Basement	25%
2	Up to Roof Slab	25%
3	Brickwork, Internal & External Plastering	15%
4	Flooring, Painting, Waterproofing, Internal Lighting, Plumbing, Sanitary works, Landscaping, Site Development works and misc. required works	15%
5	Landscaping, Site Development Works, Compound Wall etc.	10%
6	On Successful Testing	3%
7	On Successful Commissioning of that particular unit complete in all respect	7%
	Total	100 %
	Total of 2.0 Civil Works (A+B+C) (Maximum 45% of the total contract value excluding O&M price.)	
3	Mechanical Works	Shall not exceed 30%

		of the Total Contract Value (Excluding O&M)
1	On supply of Machinery / Equipment on pro-rata basis against monthly running bills at Site	50%
2	On completion of Erection Works	25%
3	On completion of Testing and Commissioning of Equipment	15%
4	On completion of Commissioning of the Plant and issuance of taking over Certificate	10%
	Total	100%
	Total of 3.0 Mechanical Works (Maximum 30% of the total contract value excluding O&M price)	100%
4	Electrical and Instrumentation Works	Shall not exceed 13% of the Total Contract value (Excluding O&M)
A	Procurement & Supply at Delivery site of Electrical & Instrumentation items like cables, Earthing materials, Power Transformer, HT Substation and allied works, Switch gear including PCC, MCC, Lighting protection, system Instrumentation, PLC/SCADA system etc. as per the tender.	
1	On supply of Machinery /Equipment on pro-rata basis against monthly running bills at Site	50%
2	On completion of Erection Works	25%
3	On Completion of Testing and Commissioning of equipment	15%
4	On completion of commissioning of the Plant and issuance of taking over certificate	10%
	Total	100%
	Total of 4.0 Electrical & Instrumentation works (Maximum 13% of the total contract value excluding O&M price)	
5	After Commissioning and Trial Run	Shall not exceed 10% of the Total Contract value (Excluding O&M)
6	Detail Percentage Wise Cost Break of the Mechanical Items of STP	

A	Sewage Pumping Station, Primary Units Mechanical & Manual Fine Screens with Conveyer Belt System and Grit Mechanism, Primary Clarifiers Mechanism, Sludge Pumps etc.	20 %
B	Equalization cum neutralization, Biological Treatment Units and Related Machineries.	40%
	Equalization cum Neutralization, Biological Process Units, air blowers and Grid system, secondary sludge pumps, etc.	
C	TERTIARY TREATMENT AND MISC. ITEMS (IF REQUIRED)	15%
	Coagulation flocculation, Coagulant Dosing System, Settling Tank (or Clari-flocculator), Filtration System, Chlorination System, Piping & Valves for the entire plant, Cranes, Misc. Items which are necessary for smooth and efficient operation of the plant	
D	SLUDGE HANDLING UNITS	25%
	Thickener Mechanism, Sludge transfer pumps, Polyelectrolyte dosing pumps, Dewatering unit etc.	
	Total	100%

Milestone Payment Break-Up for (Part-B)

Sr. No.	Operation and Maintenance	Payment to be released
B	Operation and Maintenance of Network for 10-years	Every month in equal instalment based on quoted prices against each year of O & M

Note: Payment will be released after certification of quantities recorded in the measurement book by Engineer In-Charge.

D. METHODOLOGY FOR FINANCIAL BID EVALUATION:

- 1) ULB will first open the technical bid of all the bidders as per schedule given in the instructions to the Bidders in the presence of the bidders or their authorized representatives who choose to attend on the prescribed place, date and time in the bid for bid opening. After opening of the technical bid, ULB will first evaluate bids for qualification requirements stipulated in the bid document.
- 2) Prior to the detailed technical evaluation, the Employer will carry out a preliminary examination to determine whether they are complete, whether the required EMD have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order and whether Qualification criteria to the requirement of the bidding document are met.
- 3) The detailed technical bid evaluation of those bids, who are meeting the qualification requirement, will be carried out. The Price bid of the bidders who are not qualified for the bid, will not be opened and returned to the bidder on award of the contract.
- 4) Price-Bid will not be opened by ULB until evaluation of Technical-bids submitted by the bidders is completed and any conclusion is made. In the evaluation of Technical bid, all the drawings, details etc. submitted by the bidders will be scrutinized before opening of price bid.
- 5) In the process of evaluation of Technical-bid, if there are queries regarding the details, data, drawings etc., submitted by the bidders with their Technical-bid then the same will be raised to the bidders and the bidders will have to give the answers / submit more details etc. accordingly. ULB may appoint a consultant or expert in the field for the evaluation of details, data & drawings etc. submitted by the bidders with their Technical-bids.
- 6) After complete evaluation of Technical bids submitted by all the bidders and after any conclusion is made by ULB to its' own discretion, the price bid of technically responsive bidders will be opened.

Note: - Technically Qualified Lowest Quoted Bidder shall be the Successful bidder.

Evaluation Of Price Bid: Procedure for Price Bid Evaluation			
1)	Quoted price for construction cost	Part A	
2)	Price quoted for Operation and Maintenance (Considering Rebate if any) as per Part B		
	Annual O & M price for 1 st year	B1	
	Annual quoted price for 2 nd year	B2	
	Annual quoted price for 3 rd year	B3	
	Annual quoted price for 4 th year	B4	
	Annual quoted price for 5 th year	B5	
	Annual quoted price for 6 th year	B6	
	Annual quoted price for 7 th year	B7	

	Annual quoted price for 8 th year	B8	
	Annual quoted price for 9 th year	B9	
	Annual quoted price for 10 th year	B10	
	Total O&M Cost (B=B1+B2+B3+B4+B5+B6+B7+B8+B9+B10)	Part B	
	Total Cost (Part A+ Part B)		
3)	Rebate on above Quoted amount (if any)_____%		
4)	Total Quoted Price: The Quoted Price for Construction cost and O & M cost considering the rebate offered.	will be calculated online	
	i) The bidder shall opt Process/Technology considering the available land area in the Layout Plan as per Part-G (under Part-E) ii) Lowest bidder (L1) shall be the preferred bidder subject to qualification of his bid.		

Minimum Power Requirements

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

- Minimum Technology Power Requirement furnished above are from inlet to outlet of STP including Sludge Handling Unit but excluding power for SPS and Equalization cum Neutralization.

Minimum Requirements

Sr. No.	Description	Unit	Particulars
1	Min. Power Consumption	kWh/ML	Refer table above
2	Min. Chlorine Consumption	mg/l	5
3	Min. Dewatering Polyelectrolyte Consumption	kg/ton of dry solid	2
4	Coagulant, Alum, Al ₂ SO ₄ .18H ₂ O	mg/l	As per design
5	Coagulant, Ferric Chloride, FeCl ₃ ,	mg/l	As per design

- The bidder shall have to submit the guaranteed energy consumption details as per Section 5, Functional guarantees of the plant.
- Above indicated requirements are minimum values only, however, bidders are requested to provide actual requirements with detailed calculation of Power & Chemical, as per technology proposed for tender works.
- For flow dependent component payment will be commensurate with the average monthly flow.

4. 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.
5. 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.
6. 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 implementing agency processing of tenders or award decisions may result in the rejection of his bid.
7. Implementing agency reserves the right to select any offer or to reject any or all offers without assigning any reasons thereof and does not bind itself to accept the lowest offer.

Signature of the Bidder

(Stamp & Signature)

Date:

E. Price Variation during Operation & Maintenance

5.1. Cost of Power

Guaranteed Power Consumption based on designed influent flow & BOD conditions	PG (as quoted by the Bidder)	kWh/MLD
Guaranteed Power Cost based on designed influent flow & BOD conditions.	CPG1 (as quoted by the Bidder)	Rs./ year
Star rate of electricity cost inclusive of all charges.	Rs 7/ Unit	Rs./ kWh
Revised per unit cost of electricity during O&M period as per electric supply company/ prevailing norms of electricity regulatory commission.	R (which includes all charges of the bill of electric supply company excluding penalty/ surcharge towards not maintaining desired power factor, excess demand charge & delayed payment charge etc.)	Rs./ kWh
Power cost under actual operating conditions as per monthly billing cycle of electric supply company during O&M period.	CPA (as per electric supply company bill inclusive of all charges).	Rs./ month
Power cap i.e., guaranteed not to exceed energy under actual operating condition during O&M period (Pc) as per formula given.	$P_c = P_G \times \frac{Q_A + Q_A \times S_A}{Q_D + Q_D \times S_D}$	kWh/MLD
Power cost based on power cap under actual operating condition during O&M period @ per unit cost of electricity.	CPC = PC x Actual metered influent sewage (monthly average) x No of days x R (revised per unit cost of electricity)	Rs./ month
Cost towards excess energy usage under actual operating condition during O&M period.	CPA - CPC	Rs.
Deduction including damages towards excess energy usage during O&M period	2 x (CPA - CPC)	Rs./ Month
All the energy charges in excess of guaranteed not to exceed energy and all penalties/ surcharge towards not maintaining desired power factor, excess demand & delayed		

payment charges etc. shall be borne by the Contractor

5.2. Flow Dependent Charges:

Quoted Price by the Bidder for year	FD	Rs./year
Less rebate given by the bidder or as approved by the Authority	= In terms of the percentage of the whole tender	%
New Cost of flow dependent Charges	FD1	Rs./year
Flow dependent cost per day	FD1/365	Rs./day
Flow dependent cost per month	FDM= FD1 x No. Of days in a month /365	Rs./month
Actual cost payable during the month	FDM x Monthly average BOD x Monthly average treated effluent discharge in MLD / Design BOD x Design flow in MLD	Rs./month

Bidder shall be paid in proportionate to actual flow which bidder shall take into consideration, as illustrated in 5.2, above

6. Deductions

F. Deductions due to Non conformation of effluent parameters.

Failure to achieve the specified effluent quality requirement at the outlet of the chlorine contact tank during Commissioning, Trial run and entire Operation and Maintenance (O&M) period.

For each STP that fails to pass the Tests (as described in following Table-1) during Commissioning, Trial run and entire Operation and Maintenance (O&M) period then penalty clause (as mentioned in following Table 2) shall be applied.

Non confirmation of Hourly avg. parameters with the treated sewage standards as per Scope of work, General Technical & Process Requirement shall attract penalty as below:

Total deduction (in Rs) in the Period during which effluent quality is not achieved = $N \times Q \times R$

(Further details are explained as below)

Period during which effluent quality is not achieved = N (in hrs)

Per hr Quantity of effluent discharged during non-confirmation period = Q (in m³/hr)

Charges for deduction of non-confirmation of effluent parameters = R (in Rs/m³)

For Range 1: R = Rs. 1 /m³

For Range 2: R = Rs. 1.50 / m³

For Range 3: R = Rs. 2.0 / m³

(For Different ranges of Parameter please refer Table 1 below)

Table - 01						
1	2	3	4	5	6	7
Sr.No.	Parameter	Unit		Range1	Range2	Range3
			Limit as Per Clause 6.1, Section 5.	Limit as Per Clause 6.1, Section 5	Up to 50% of Desired Parameter	More than 50% and less than 100% of Parameter
1	PH	Unit less	6.5-9	>4.4 to < 6.5 & >9 to <=12	>3.25 to <= 4.4 & >12 to <14	0 to <=3.25 & =14
2	BOD	ppm	10	>10 to <=15	>15 to <=20	>20
3	TSS	ppm	10	>10 to <=15	>15 to <=20	>20
4	TN	ppm	10	>10 to <=15	>15 to <=20	>20
5	Total	ppm	1	>1 to <=2	>2 to <=3	>3

	Phosphorus					
6	Faecal Coliform	MPN/100 ml	230	>230 to ≤345	>345 to ≤460	>460
7	COD	ppm	50	>50 to ≤75	>75 to ≤100	>100
8	Total Residual Chlorine	ppm	0.5 to 1	≥0.25 to <0.5 & >1 to ≤1.5	≥0 to <0.25 & >1.5 to ≤2	>2
9	NH4-N	ppm	5	>5 to ≤7.5	>7.5 to ≤10	>10

Note: Penalty shall be applicable, in case bidder fails to achieve any one or all parameters as mentioned in Table 1 above and Penalty Illustration (Only for understanding)

(Details mentioned in above Table 1 are illustrated in below example)

Table - 02					
For Example: Design Plant Capacity = 10 MLD (10000 m ³ /24 hr = 416.67 m ³ /hr) Actual inflow during O&M = 5MLD (5000 m ³ /24 hr = 208.33 m ³ /hr)					
1	2	3	4	5	6
Particulars			Range1	Range2	Range3
Number of hrs during which effluent quality is not achieved	N	hrs	1	1	1
Per hr Quantity of effluent discharged during non-confirmation period	Q	m ³ /hr	208.33	208.33	208.33
Charges for deduction of non-confirmation of effluent parameters	R	Rs/ m ³	1	1.50	2.0
Total deduction during the Period	N x Q x R	Rs	1 X 208.33 X 1 = Rs. 208.33 for 1 hr	1 X 208.33 X 1.50 = Rs.312 for 1 hr	1 X 208.33 X 2.0 = Rs.416.7 for 1 hr

6.1 Deduction due to Plant/ Process breakdown/ Bypass

Plant/ process breakdown is considered when STP is non-functional. No shutdown will be allowed. Even if shutdown is taken, it shall be considered as Plant/ Process breakdown and applicable deductions will be made.

6.2 Following Deduction due to Plant/ Process breakdown shall be applicable:

1. In case of STP is non-functional for <2 hours, no penalty shall be applicable as mentioned in below Table 3. Occurrence of such individual event shall not be allowed for more than 4 times in a given month.
2. If non-functional period is more than 2 hours and up to 6 hours, the penalty applicable would be 50% of the O & M charges (hourly) as per the Quoted price for the stoppage time of plant in hours rounded off to the next integer.

3. If non-functional period is more than 06 hours and up to 12 hours, the penalty applicable would be 100% of the O & M charges (hourly) as per the Quoted price for the stoppage time of plant in hours rounded off to the next integer.
4. If non-functional period is more than 12 hours and up to 24 hours, the penalty applicable would be 150% of the O & M (hourly) charges as per the Quoted price for the stoppage time of plant in hours rounded off to the next integer.
5. If non-functional period is more than 24 hours, the penalty applicable would be 200% of the O & M (hourly) charges as per the Quoted price for the stoppage time of plant in hours rounded off to the next integer.

Table-03			
Sr. No.	Event triggering the imposition of penalties due to Plant/ Process Unit breakdown	Deduction	Frequency
1	Non-function of STP for more than 2 hrs and up to 6 hrs	50% O & M Hourly Payment	Per hour
2	Plant Stoppage for > 6 hr and up to 12hr	100% O & M Hourly Payment	Per hour
3	Plant Stoppage for > 12 hr and up to 24hr	150% O & M Hourly Payment	Per hour
4	Plant Stoppage for > 24 hr	200% O & M Hourly Payment	Per hour

Details mentioned in above Table 3 are illustrated in below example.

Penalty Illustration (Only for Understanding)

For Example, following details has been assumed.

Design Plant Capacity is 10 MLD

Actual flow During O&M: 05 MLD

O&M Cost for Actual Flow (Assumed)	Per Day	O&M hourly payment to be made to the contractor
	INR 15,192 /Day (Assumed)	INR 633 /hr (Assumed)

Table-04			
Sr. No.	Event triggering the imposition of penalties due to Plant/ Process Unit breakdown	Deduction	Penalty Illustration (Only for Understanding)
1	Non-function of STP for more than 2 hrs and up to 6 hrs	50% O & M Hourly Payment	INR 633/hr x 0.5 = INR 316.5/- per hr
2	Plant Stoppage for > 6 hr and up to 12hr	100% O & M Hourly Payment	INR 633/hr x 1.0 = INR 633/- per hr
3	Plant Stoppage for > 12 hr and up to	150% O & M Hourly	INR 633/hr x 1.5 = INR

	24hr	Payment	949.5/- per hr
4	Plant Stoppage for > 24 hr	200% O & M Hourly Payment	INR 633/hr x 2.0 = INR 1266/- per hr

6.3 Following Deduction due to bypass shall be applicable:

Discharge of Raw Sewage from any units in sewage treatment plants without complete treatment to nearby water body shall be considered as “Bypass”. “Bypass” in any case shall not be allowed. It is strictly prohibited.

Sewage Treatment Plants shall be designed and constructed with hydraulic capacity to prevent overflows and sufficient modules and standby arrangement and adequate capacity for equipment and no incidence of sewage bypass in service area.

Penalty to be levied in case of Bypass = 300% X O & M Hourly Payment x No of hrs (for which sewage was bypassed)

6.4 Deduction in Fixed Charges:

The bidder shall supply general information on the management structure of the firm, and shall make provision for suitably qualified personnel to fill the key positions listed below. The bidder must have qualified employed personnel to fill the following positions. The bidder shall supply information, of the personnel with relevant experience.

Sr. No.	Designation	Minimum Education (Degree – Discipline)	No of Persons	Minimum Experience (In Years)
1	Plant In-charge / Plant Manager	B.E./ B Tech (Electrical/Mechanical / Civil / Environment)	1	Min. 5-year experience in this field in the field of O&M of STP
2	Shift In-charge	Diploma in Engineering (Electrical/Mechanical / Civil / Environment)	3	Min. 3-year experience in this field.
3	Safety Officer	Diploma in Engineering (Safety)	1	Min. 3-year experience in this field.
4	Chemist	B.Sc. / M.Sc. in Micro.	1	Min. 2-year experience in this field.
5	Instrument Technician	Diploma in Engineering (Instrumentation)	1	Min. 3-year experience in this field. 1 year experience in field of O&M of instruments.
6	Fitter	ITI (Fitter)	2	Min. 3-year experience in this field.
7	Electrician	ITI (Elect.)	3	Min. 3-year experience in this field. 1 Year experience of relevant

				electrical equipment for O&M.
8	Plant Operator	ITI (Mechanical/Elect.)	18	Min. 3-year experience in this field.
9	Helpers	8 th Standard	18	Experience of plant operation
10	Security	STD VII and Physically Scout	18	Min. 2-year experience in this field.
11	Helper cum Sweeper	Only Male	04	Experience of housekeeping/ plant operation
12	Gardener	Physically Scout	02	Experience of gardening and housekeeping
Total			72	

B.E.: Bachelor of Engineering, B.Tech: Bachelor of Technology, BSC: Bachelor of Science, DE-Diploma in Engineering, ITI-Industrial Training Institute.

If the successful contractor fails to recruit/depute the key personnel mentioned above, then penalty at double the rate of applicable scale of Employer or the rate quoted by successful bidder in PART E of this Section, whichever is higher shall be deducted from contractors' bills.

6.5 Non-compliance of employment of key personnel identified as per schedule

Short of attendance of the minimum requirement of the manpower in the month to be worked out from the daily attendance sheet

Monthly amount of deduction to be worked out on the bases of short attendance in number of days multiplied by the double the rates quoted by the bidder in respective category/ days in a month.

Short attendance in number of days in respective category	S1, S2, S3.....	Nos.
Monthly charges quoted by the bidder in respective category	M1, M2, M3...	Rs./ month
Deduction per month in respective category	S1x M1/ No. of days in a month	Rs./ month

6.6 Damages towards Excess Power Consumption

Excess consumption of electrical energy for Operation and Maintenance	<ol style="list-style-type: none"> 1. If there is design average influent sewage flow and BOD conditions, then 2. If the plant is achieving desired effluent parameter with
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of the constructed Works for each STP under the Contract	<p>power consumption less than the guaranteed power requirement under designed average influent sewage flow and BOD conditions, then payment shall be made as per actual power consumed. (Refer Example Given Below in Table 1-A for Calculation of Power Cost)</p> <p>3. Damages payable by contractor to Employer on a monthly basis shall be equal to the cost of the excess energy used for the operation and maintenance of the works for each STP under the contract, based on the guaranteed consumption under designed average influent sewage flow and BOD conditions and the current rates charged to the Employer for electricity consumed. (Refer Example Given Below in Table 1A& 2A for Calculation of Power Cost).</p> <p>4. If there is reduction in inlet flow and/ or BOD, then If the plant is achieving desired effluent parameter with power consumption less than the guaranteed power requirement, then payment shall be made as per “Guaranteed not-to-exceed energy usage under actual monthly average influent sewage flow and BOD conditions” (refer formula below) or as per actual power consumed, whichever is lower. (Refer Example Given Below in Table 1A for Calculation of Power Cost).</p> <p>5. Damages payable by Contractor to Employer on a monthly basis shall be equal to the actual cost of the excess energy used for Operation and Maintenance of the Works for each STP under the Contract, based on the guaranteed not-to-exceed energy usage under actual monthly average influent sewage flow and BOD conditions provided by following formula and the current rates charged to the Employer for electricity consumed. Such payable will be assessed for each month during the O&M period in which the actual power consumption exceeds the guaranteed power consumption/ power cap as calculated below. (Refer Example Given Below in Table 1A& 2A for Calculation of Power Cost)</p>
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Power Cap under Actual Operating Condition during O&M (Pc)

The actual electrical energy usage shall be directly metered and compared to power cap i.e., guaranteed not to exceed energy numbers on a monthly average basis.

Guaranteed not-to-exceed energy usage under design average influent sewage flow and BOD conditions, to be filled in by bidder.PG (kWh per MLD).	Guaranteed not-to-exceed energy usage under actual monthly average influent sewage flow and BOD conditions, to be calculated as per formula below PC (kWh per MLD).
For each STP covered under this tender	$P_c = P_g \times \frac{Q_A + Q_A \times S_A}{Q_D + Q_D \times S_D}$

Symbol Definitions: The following symbol definitions shall apply for the subsequent clauses of this **schedule**:

PG = Guaranteed not-to-exceed energy usage under design average influent sewage flow and BOD conditions, to be filled in by bidder (kWh per MLD)

PC = Guaranteed not-to-exceed energy usage under actual monthly average influent sewage flow and BOD conditions, to be calculated as per formulae provided in subsequent clauses (kWh per MLD)

Q_D = Design average influent sewage flow specified in bid documents (MLD)

S_D = Design average influent sewage BOD concentration specified in bid document (mg/L)

Q_A = Monthly average of actual metered influent sewage flow (MLD)

S_A = Flow-weighted monthly average of actual measured influent sewage BOD concentrations (mg/L)

If bidder continues to exceed “guaranteed not to exceed power” for 1st year of O&M period, then bidder shall have to rectify and/or replace power consumptive equipment within 2nd year of O&M period so as to bring power consumption within permissible limit. If not replaced / rectify then the amount of the rectification / replace shall be deducted from the contractor’s bill. No completion certificate shall be issued till the successful completion of O&M for 10 years.

Table 1-A

Example- Calculation of Power Cost for O&M Bills of STP plant designed for different sewage flow (for understanding only)

Sr No.	Description	Design Flow (MLD) (Q _D)	Actual Flow (MLD)(Q _A)	Design BOD (ppm) (S _D)	Actual BOD (ppm) (S _A)	Guaranteed power @ Design Condition in kWh/ MLD Quoted by Bidder (PG) Refer Section 7, Price Bid	per unit cost of electricity in @ Actual	Power Cap (i.e. Guaranteed Power not to exceed under actual operating condition) (P _C) $P_c = PG \times \frac{Q_A + Q_A \times S_A}{Q_D + Q_D \times S_D}$	Actual Cost of Power during O&M Period as per Power Cap (CPC) CPC= P _C X Q _A X No. Of Days in Month X Per Unit Cost of Electricity	Quoted Rate by Bidder per Month Refer Section 7, Price Bid, Part-C	Payment to be made
1	2	3	4	5	6	7	8	9	10	11	12
1	Operating Condition-1 QD =QA And SD=SA	10	10	250	250	185.7	7	PC=185.70 $PC= 185.7 \times (10 + (10 \times 250)) / (10 + (10 \times 250))$	389970	405000 (Assumed)	389970
2	Operating Condition-2 (i)Actual flow <10 (ii)BOD<250	10	10	250	250	185.7	7	PC=59.78 $PC= 185.7 \times (8 + (8 \times 100)) / (10 + (10 \times 250))$	100428.9	405000 (Assumed)	100428.9
3	Operating Condition-3 (i)BOD<250	10	10	250	200	185.7	7	PC=148.71 $PC= 185.7 \times (10 + (10 \times 200)) / (10 + (10 \times 250))$	312286.7	405000 (Assumed)	312286.7

4	Operating Condition-4 (i)Actual flow <10	10	5	250	250	185.7	7	PC=92.85	97492.5	405000 (Assumed)	97492.5
								PC= 185.7 X (5 + (5 x 250))/ (10 + (10 X 250))			

Note:

PG= 185.7 is assumed for example purpose only

Unit Cost of Electricity= Rs. 7 is assumed for Example purpose only

Actual Flow, Actual BOD is assumed for Example Purpose only.

Table 2-A

Example- In Case of Excess Power Used (for understanding only)

Sr. No.	Description	Design Flow (MLD) (Q _D)	Actual Flow (MLD) (Q _A)	Design BOD (ppm) (S _D)	Actual BOD (ppm) (S _A)	Guaranteed power @ Design Condition in kWh / MLD Quoted by Bidder (PG) Refer	per unit cost of electricity in @ Actual	Power Cap (i.e. Guaranteed Power not to exceed under actual operating condition) (P _c) KWH/MLD	Actual Cost of Power during O&M Period as per Power Cap (CPC) Payable	Actual Power Cost as per Electricity Bill (Assumed)	Deduction towards excess energy usage (2 times of Excess power used)
1	2	3	4	5	6	7	8	9	10	11	12 = (11-10)x2
1	Operating Condition-1 QD =QA And SD=SA	10	10	250	250	185.7	7	PC=185.70	389970	405000 (Assumed)	30060
								PC= 185.7 X (10 + (10 x 250))/ (10 + (10 X 250))			

2	Operating Condition-2 (i)Actual flow <10 (ii)BOD<250	10	5	250	200	185.7	7	PC=74.35	78071.68	100000 (Assumed)	43856.6
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Other Deductions

Other deductions such as labor cess, income tax and any other statutory deductions imposed by the State of Central government.

Signature of the Bidder (Stamp & Signature)

Date:

G. SCHEDULE FOR TESTING OF MATERIALS

(For ensuring quality control and workmanship, various tests prescribed below for materials shall be taken at periodical intervals as stipulated below.)

Sr. No.	Brief Description of Materials to be tested	Qty. of Materials	Prescription of test which shall be carried	Frequency @ which test shall be carried out	Total No. of Test to be taken.
1	25 to 90 H. B.Metal 40 to 63 H. B.Metal 40 to 50 M. C.Metal 20 to 50 M. C.Metal Kapachi		-Gradation Test -Impact Value -Flakiness Index -Water absorption test -Sp. gravity	1 to 100 Cmt. - 1 Test 100 to 500 Cmt. - 3 Test 500 to 1500 Cmt. - 5 Test 1500 to 5000 Cmt. - 7 Test	
2	Grit		Stripping Value, gradation, Water	One test per work	
3	Murum		-P. I. Value -C.B.R.	One test per work	
4	Quarry spall		-C.B.R. -Gradation	One test per work	
5	Asphalt		- Penetration Test as per Specification	Tanker Test 1 1 2 to 15 2 16 to 50 3	
6	Carpet & Seal coat mix		-Grading -temperature of binder in boiler, aggregates in the dryer and mix at the time of laying and rolling (Binder content vide 45 IMD 2172) Rate of Spreaded mix materials.	One test on individual constituents and mixed aggregates from the dryer for each 100 tons of mix subject to minimum of Two tests per plant per day. One Test for each 100tons of mix subjects to mini. of Two per day plant. Regular control through checks on layer thickness.	
8	Bricks		- Water absorption -Effloresce -Size -Compressive Strength	1 Test @ 50,000 Bricks	
9	Cement		Consistency -Compressive Strength -Initial & Final setting time -Fineness -Soundness	1Test / 50 M.T. 2Tests / 100 M.T. 3Tests / 200 M.T. 4Tests / 400 M.T. 5Tests / 500 M.T. 6Tests / 600 M.T.	

			-Specific Gravity -Chemical analysis		
10	Steel (TMT / M.S.)		-Tensile strength -Yield Stress -Elongation -Size -Bend -Rebend	1 Test / 40 M.T. 1 Test/ 40 M.T. 1 Test / 40 M.T. 1 Test / 40 M.T. 1 Test / 20 M.T. 1 Test / 20 M.T.	
11	C.C. Cube in M-150 M-200, M-250,		- Compressive Strength	1 to 5 C.mt.-1 Set 6 to 15 C.mt.-2 Set 16 to 20 C.mt.-3 Set 20 to 50 C.mt.-3 Set	
12	Coarse Sand		C.B.R., silt content, sieve analysis	One Test per work	
13	Sand (For concrete work)		- Specific Gravity - Alkali Reactivity - Petrography Exa. - Gradation - Silt Content - Water absorption test	2 Tests per season or change of river	
14	Crushed stone Aggregate (For concrete work)		- Gradation - Water absorption - Impact Value - Abrasion Value - Soundness Test	1 Sample / 150 Cum. or 2 Sample / Season each source.	
15	Water for all item pertaining to water		- Portability - Salinity - Chemical analysis	One sample for each source of supply	
16	Earthwork for Embankment		- Sand content - Atterberg's limit - Density test - Moisture content - C.B.R.	2 Test / 8000 Cum 2 Test / 8000 Cum 2 Test / 8000 Cum 1 Test / 250 Cum. 1 Test / work	
17	Cement concrete		- Mix design	One-time test for each concrete grade beyond M-200	
18	Geotechnical Investigation		- Soil Bearing Capacity	One test for Structure Design Up to 10mtr. Depth	

H. List of Registers to be Maintained at Site

Following Documents / Registers to Be Maintained at Site for Ensuring Proper Quality Control of Work in Progress.

- 1) A complete set of Contract Documents
- 2) A Complete set of drawings (tender drawings and Good for Execution Drawings)
- 3) A complete set of change in specification or scope if any and approval thereof.
- 4) Master Test Register for Material for field Test.
 - a. Lab Report
 - b. Lab/Field Test.
- 5) Register for bricks testing. Lab/Field
- 6) Concrete Pouring Card
- 7) Bitumen Test Register
- 8) Painting Register
- 9) Empty Bags of Cement Shall Be Deposited on Monthly Basis at Store of Nagarpalika and Same Shall Be Recorded in Store Register for Cement.
- 10) Register for approval of samples for various materials.
- 11) Site Order Book.
- 12) Register showing defects noticed during execution of work and compliance reports.
- 13) Hindrance Register

I. Vendor List for Tender work

Schedule of Approved Makes/Manufacturers of Materials.

The following guidelines are to be noted regarding use of materials in the work;

- 1) As far as possible, materials bearing "Standard Mark (ISI)" from Bureau of Indian Standard (BIS) shall be used in the work.
- 2) Wherever materials bearing Standard Mark (ISI) are used in the work, the following shall be ensured:
 - a. The supplier has a valid license form BIS during the period the material is being used in the work.
 - b. The Contractor should maintain furnish necessary documents and proof of payments made for the procurement of materials bearing Standard Mark (ISI).
- 3) Mandatory Tests shall be conducted at the specified frequency specified in the Contract. In case, frequency of testing is not stipulated in the contract then standard specification (CPWD, ISI etc.) may be considered for frequency at which materials are to be tested.
- 4) Before bulk purchase of quantities of materials, it is the responsibility of the Contractor to get the samples of materials approved from consultant and EIC. EIC reserves the right to engage Third Party Consultant for verify the material and QAP standards.
- 5) All costs towards the testing shall be borne by the contractor.
- 6) The latest approved Vendor list for the Civil/ Mechanical/ Electrical/ Instrumentation and other equipment mentioned in **Annexure-I** is applicable for this contract.

SECTION – 8
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) (here in after 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. 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 you 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)

_____(Date)

To,

_____(Name and address of the Contractor)

Dear Sirs,

This is to notify you that your Bid dated _____ for execution of The _____ (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)

- ----- (date)

To,

_____(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

2. 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.
3. 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 execute and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the contracts.
4. 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.
5. 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 Cash 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 Bid Validity)

I, the undersigned do hereby undertake that our firm M/s
..... agree to abide by this bid for a period
days 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