



TENDER DOCUMENT FOR INTERCEPTION & DIVERSION WORK FOR TAPPING NALLAH AND SETUP SEWAGE TREATMENT PLANT FOR USED WATER MANAGEMENT FOR SUTHALIYA TOWN

Under
Swachh Bharat Mission
(Urban) 2.0

Directorate Urban Administration & Development, M.P., Bhopal
Palika Bhawan, Shivaji Nagar, Bhopal – 462016

OFFICE OF NAGAR PARISHAD SUTHALIYA, DIST-RAJGARH

TENDER DOCUMENT
(LUMP SUM TENDER FOR INTERCEPTION & DIVERSION RELATED WORKS)

NIT Number and Date : 454 Dated 30.04.2026

Agreement Number and Date:

Name of Work : Interception & Diversion of Nallahs with STP works Project of Suthaliya town under SBM 2.0

Name of the Contractor : —
Probable Amount of Contract
(Rs. In Figure) : ₹272.96 Lakhs
(Rs. In Words) : **Rupees Two Crores Seventy-two Lakhs ninety-Six Thousand**

Contract Amount

(Rs. In Figure) : —————
(Rs. In Words) : —————

Stipulated Period of Completion : 12 months including rainy season

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Notice Inviting e-Tenders

OFFICE OF THE NAGAR PARISHAD, SUTHALIYA, DIST- SUTHALIYA

NIT No. 454

Date: 30.04.2026

Online Lumpsum bids for the following works under “**SBM (U) - 2.0**” (Estimated on UADD ISSR (w.e.f - 02.08.2021) are invited from registered contractors and firms of repute fulfilling eligibility criteria

S.No.	Scope of the work	Probable amount of contract (Rs. In Lacs)	Earnest Money Deposit (EMD) (In Rs)	Cost of Bid Document (In Rs)	Time of Completion
1.0	- Design and build 1.0 Nos. sewage treatment plant of installed capacity 0.8 MLD base on Constructed Wetland Technology and all appurtenant structures and allied works; - Survey, review the designs, redesign where necessary, and diversion works of Nallahs with interception sewer of about 5.0 Km length including survey, design, construction of 1 No. of Interception Diversion Structure & pumping station and all appurtenant structures and allied works; and - Providing, laying, jointing, testing, commissioning of (i) Sewage pumping main of DI K-7 pipe having length of 20 m of dia 150 mm (ii) Treated water pumping main of HDPE pipe having length of 100m of dia 110 from Treated water sump to nearby River including excavation, refilling, road cutting/dismantling, restoration, providing valves and specials and fittings all complete. 1 Nos Treated Water Sump ,1 Nos Pump House for reuse. - Providing, laying, jointing, testing, commissioning of Sewage pumping main of RCC NP-3 pipe having length of 10 m of dia 500 mm from Outfall/EX. I&D To Pumping Station including excavation, refilling, road cutting/dismantling, restoration, providing valves and specials and fittings all complete. - Construction of 1 Nos screen chamber. - Providing, Supplying and erection of Electric 1.0 km HT& LT Feeder line including required electric conductor with all necessary equipment's and fittings complete in all respect - Construction of Boundary wall Length-150 M	₹272.96	₹136480	15000	12 months including rainy season.

1. All details relating to the Bid Document(s) can be viewed and downloaded free of cost from the website. Interested Bidder can view the NIT on website www.mptenders.gov.in and www.mpurban.gov.in.
2. The Bid can be purchased only online from 10:00 AM Hrs of 04/05/2026 to 06:00PM Hrs. of 02/06/2026
3. Bid document can be purchased after making online payment of portal fees through Credit/Debit/Cash Card/internet banking to participate.
4. At the time of submission of the Bid the eligible bidder shall be required to:
 - i) Pay the cost of Bid Document;
 - ii) Deposit the Earnest Money;
 - iii) Submit a check list.
 - iv) Submit an affidavit.
 - v) Valid registration of EPF.
 - vi) Joint Venture Agreement, if any

Details can be seen in the Bid Data Sheet

5. ELIGIBILITY FOR BIDDERS:

- (a) At the time of submission of the Bid, the bidder should have valid registration with the Government of Madhya Pradesh, PWD . However, such bidders who are not registered with the Government of Madhya Pradesh and are eligible for registration can also submit their bids after having applied for registration with appropriate authority. However, such bidders who are not registered with the Government of Madhya Pradesh and are registered with Central Government, other State Governments, PSUs are also eligible for submission of Bids.
- (b) The bidder shall be required to have valid registration with MPPWD in appropriate class at the time of signing of the Contract.
- (c) Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the earnest money deposit (EMD).
6. **Pre-qualification** – Prequalification conditions, wherever applicable, are given in the Bid Data Sheet.
7. **Special Eligibility** - Special Eligibility Conditions, if any, are given in the Bid Data Sheet.
8. The Bid Document can be Purchased Only Online from 10:00 AM Hrs of 04/05/2026 to 06:00PM Hrs. of 02/06/2026 Other key dates may be seen in Bid data sheet.
9. Amendment to NIT, if any, would be published on website only, and not in Newspaper.
10. GST shall be payable extra as per Govt. rules.
11. The Bidder shall operate and maintain the work executed in his scope for the proposed works for 10 years after successful completion of the works as per Tender. The initial period of **Five year** after completion shall be treated as Defect Liability Period (DLP). The payment against the O&M shall be made every year on satisfactory upkeep and running of the system at percentage rate of the sanctioned Bid cost with an increment of 6 % every succeeding year.

**CMO
NAGAR PARISHAD SUTHALIYA**

SECTION 2

Instructions to Bidders (ITB)

A. GENERAL

1. SCOPE OF BID

The detailed scope of work, hereinafter referred to as a “Work” which includes “Survey and Investigation, Preparation of detailed Design and Construction drawing, Construction and Commissioning of wastewater collection (including I&D), treatment and disposal / reuse system and its operation and maintenance **for the works in the tender / entire** system of Suthaliya Town for a period of 10 years after completion of construction work. The initial period of **Five** years after completion shall be treated as Defect Liability Period (DLP). A brief description of project is as given below,

Background

SUTHALIYA is a town in the Indian state of Madhya Pradesh.

- Population (as per 2011 census) is 10596
- The estimated population for the 2026 is 14364
- The present number of households in Municipal Municipality are about 7562
- The Municipality has developed/completed water supply project and the water @ 70 litres per capita per day (lpcd) is available for next 30 years' period.

Project

Nagar Parishad Suthaliya wants to execute I&D scheme for Suthaliya Town under **SBM (U) 2.0**. The major work considered in the tender are listed below.

- 1 Diversion works of Nallahs with interception sewer of diameter 500 mm comprising of RCC NP3 pipes of about 10m length with sufficient numbers of Manhole.
- 2 Construction of Sewage Treatment plants of as below,
 - a) 0.8 MLD at **STP Government Land near shamshan ghar waard no 08 (Land available- 8.246 Ha, Khasra No.- 804)**
- 3 Survey, review the designs, redesign where necessary, and diversion works of Nallahs with interception sewer of about 10 Km length including survey, design, construction of 1No. of Interception Diversion Structure & pumping station and all appurtenant structures and allied works; and
- 4 Providing, laying, jointing, testing, commissioning of (i) Sewage pumping main of DI K-7 pipe having length of 20 m of dia 150 mm (ii) Treated water pumping main of HDPE pipe having length of 100m of dia 110 mm from Treated sump well to nearby River including excavation, refilling, road cutting/dismantling, restoration, providing valves and specials and fittings all complete.
- 5 Providing, laying, jointing, testing, commissioning of Sewage pumping main of RCC NP-3 pipe having length of 10 m of dia 500 mm from I&D Structure to Pumping station including excavation, refilling, road cutting/dismantling, restoration, providing valves and specials and fittings all complete.
- 6 1 Nos Treated Water Sump ,1 Nos Pump House for reuse.
- 7 Construction of 1 Nos screen chamber.
- 8 Providing, Supplying and erection of Electric 1.0 km HT & LT Feeder line including required electric conductor with all necessary equipment's and fittings complete in all respect
- 9 Construction of Boundary wall Length-150 M Height -2.M. .
- 10 Operation and maintenance (O&M) for the proposed works / entire I&D and treatment system for a period of 10 years after completion of construction work. The payment against the O&M shall be made every year on satisfactory upkeep and running of the system at percentage of the sanctioned Bid cost with an increment of 6 % every succeeding year. It is to be noted that for initial 5 years the payment shall be paid for O&M only not for DLP. Contractor shall not claim for any repair & replace work during DLP of initial 5 years starting after commissioning of the project.

This tender hereby is being invited for the execution of works for the I&D scheme to fulfill for probable population of town in year 2026. Therefore, the bidder shall examine the detail design and drawing as per DPR and shall revalidate the same, as may be required for preparation of detailed construction drawing as per actual working conditions including minimum obstruction to existing utilities, road ways and railways

On successful completion of the project as per best engineering practices the bidder shall operate and maintain the proposed works / scheme system for next 10 years. Therefore, bidder shall adopt the best design practice to develop the construction drawings and shall carryout quality construction for timely implementation of the works.

The work shall have to be executed in accordance with the drawings (prepared by contractor & approved by the competent authority), technical specifications specified in the bid data / contract data and shall have to meet high standards of workmanship, safety and security of workmen and works.

The Bidder is required to revalidate the available survey, design and estimation data and accordingly prepare construction details including drawings and take approval of all detailed designs and construction drawings for all components of the projects from the office of Chief Engineer / Engineer-in-Chief, Directorate, Urban Administration and Development, Bhopal.

On successful completion of the project as per best engineering practices the bidder shall operate and maintain the system for next 10 years. The initial Five-year period upon completion of construction work of project shall be defect liability Period (DLP)

The Detailed Project Report (DPR) for the work is available for viewing by the Bidder. However, it is clarified that the data and detailing of project in the DPR could be taken as base data only. The bidder is required to make his own assessment of work before bidding & the bidder shall not be entitled for claim on account of any change in works due to designs to complete the work as per the scope of work.

The bidder is required to prepare a detailed assessment along with the officials of the Nagar Parishad Suthaliya of the work under this tender and the detailed designs and construction drawings shall be prepared in accordance of the same.

The essence of this project shall be,

- a) The Survey, review the designs, redesign where necessary, and / or diversion works of Nallahs with interception sewer including sewage pumping station(s) of length and capacity indicated in the Bid Data Sheet and all appurtenant structures and allied works;
- b) Treatment of the sewage to prevailing standards so that the treated water may be reused / disposed off as per accepted practices.

Therefore,

- i) As far as possible the entire system shall be designed and operated on the principles of gravity flow. The **Price Breakup Schedule** attached with the present tender invitation is based detailed survey, investigation, tentative designing and estimation as given in the detailed Project Report. The Bidder shall examine the DPR and its contents. For achieving the desired parameters and desired deliverables, the Bidder shall carryout necessary survey and investigations and would prepare the detail designs and drawings etc. as may be required for collection of sewage including pumping stations or other structures as required on best engineering practices. The Bidder shall also prepare detailed construction drawings as per actual working conditions including usage of back lanes and side lanes and minimum obstruction to existing utilities, roadways and railways.
- ii) The Bidder shall make its own choice for process of Sewage Treatment but the technology for Sewage Treatment should be proven technology and should be under operations & maintenance phase for atleast last 2 years in India for a capacity not less than the 30% of the capacity of treatment proposed in the technical qualification criteria and this experience should be fulfill by the technology provider (Refer annexure D). The proposed technology for the biological treatment in the proposed Sewage treatment plant should be based on,

- a. The availability of land already identified by the Municipality.
- b. Effluent characteristics should meet the standards set out by MoEF, CPCB and latest NGT norms for discharging the treated water in inland water resources or disposal on land.
- c. Reuse of the treated water in community purposes like gardening and firefighting etc. Also use for irrigation and industrial purposes should be explored.

iii) It shall be the sole responsibility of the Bidder to carry out all necessary investigations and testing to determine the characteristics of the raw sewage in the nallah. The Bidder shall propose an appropriate STP technology based on the final test results. Post-award modifications or changes in the proposed treatment technology shall only after getting approval from the Directorate, Urban Administration & Development (UADD), Bhopal.

On successful completion of the project as per best engineering practices the bidder shall operate and maintain the proposed entire I&D scheme for next 10 years. The initial Five-year period upon completion of construction work of this project shall be Defect Liability Period (DLP).

The Detailed Project Report (DPR) for the work is available for viewing by the Bidder. However, it is clarified that the data and detailing of project in the DPR could be taken as base data only. The bidder is required to make his own assessment of work before bidding & the bidder shall not be entitled for claim on account of any deficiency / discrepancy in the data /information available in DPR.

2. General Quality of Work:

The work shall have to be executed in accordance with the drawings (prepared by Contractor and approved by the competent authority), technical specifications specified in the Bid Data Sheet/Contract Data, and shall have to meet high standards of workmanship, safety and security of workmen and works.

3. PROCEDURE FOR PARTICIPATION IN E-TENDERING

The procedure for participation in e-tendering is given in the Bid Data Sheet.

4. ONE BID PER BIDDER

- 4.1 The bidder can be an individual entity or a joint venture (if permitted as per Bid Data sheet). In case the J.V. is permitted, the requirement of joint venture shall be as per the Bid Data Sheet.
- 4.2 No bidder shall be entitled to submit more than one bid whether jointly or severally. If he does so, all bids wherein the bidder has participated shall stand disqualified.
- 4.3 In case of Bid submitted by the Joint Venture all the members should be essentially registered with the Centralized MPPWD Government of Madhya Pradesh.

5. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his bid, and no claim whatsoever for the same shall lie on the ULB.

6. Site Visit and examination of works

The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all/any information that may be necessary for preparing / submission of the bid and entering in to a contract for construction of the work. All costs shall have to be borne by the bidder.

B. BID DOCUMENTS

7. CONTENT OF BID DOCUMENTS

The Bid Document comprises of the following documents:

1. NIT with all amendments.
2. Instructions to Bidders,
3. Conditions of Contract:
 - i. Part I General Conditions of Contract and Contract Data; and
 - ii. Part II Special Conditions of Contract.
4. Specifications
5. Drawings
6. Price Breakup Schedule (Estimated cost breakup)
7. Billing Breakup (Payment Schedule)
8. Technical and Financial Bid
9. Letter of Acceptance
10. Agreement and
11. Any other document(s), as specified.

8. The bidder is expected to examine carefully all instructions, conditions of contract, the contract data, forms, terms and specifications, estimated cost Breakup Schedule, forms and drawings in the Bid Document. Bidder shall be solely responsible for any implication in case of failure to do so.

9. Pre-Bid Meeting (where applicable)

Wherever the Bid Data Sheet provides for pre-bid meeting:

- 9.1 Details of venue, date and time would be mentioned in the Bid Data Sheet. Any change in the schedule of pre-bid meeting would be communicated on the website only, and intimation to bidders would not be given separately.
- 9.2 Any prospective bidder may raise his queries and/or seek clarifications in writing before or during the pre-bid meeting. The purpose of such meeting is to clarify issues and answer questions on any matter that may be raised at that stage. The Employer shall give all such clarifications as are necessary for understanding of scope of work.
- 9.3 The Minutes of the pre-bid meeting including the summary of the questions raised and the responses will be uploaded on the website.
- 9.4 Pursuant to the pre-bid meeting if the Employer deems it necessary to amend or modify the Bid Document, it shall be done by issuing amendment online only (on website)

10. Amendment of Bid Documents

- 10.1 Before the deadline for submission of bids, the Employer may amend or modify the Bid Documents by publication of the same on the website.
- 10.2 All amendments shall form part of the Bid Document.
- 10.3 The Employer may, at its discretion, extend the last date for submission of bids by publication of the same on the website.

C. PREPARATION OF BID

11. The bidders have to prepare their bids online, encrypt their Bid Data in the Bid Forms and submit Bid Seals (Hashes) of all the envelopes and documents related to the Bid required to be uploaded as per the time schedule mentioned in the key dates of the Notice Inviting e-Tenders after signing of the same by the Digital Signature of their authorized representative.

12. DOCUMENTS COMPRISING THE BID

The bid submitted online by the bidder shall be in the following parts:

Part 1 – This shall be known as **Envelope A** and would apply for all bids. **Envelope A** shall contain the following as per details given in the Bid Data Sheet:

- I. Cost of Bid Document
- II. EMD
- III. An affidavit duly notarized as per Annexure – B1
- IV. Undertaking regarding Blacklisting / Non-Debarment as per annexure - B2
- V. Registration number or Proof of application for registration and organizational details as per Annexure 'H'.
- VI. JV agreement, if applied.

Part 2 – This shall be known as **Envelope B** and required to be submitted only in works where pre-qualification conditions and/or special eligibility conditions are stipulated in the Bid Data Sheet. Online **Envelope B** shall contain a self-certified sheet duly supported by documents to demonstrate fulfillment of pre-qualification conditions including all applicable annexures & forms of this documents.

Part 3 – This shall be known as **Envelope C** and would apply to all bids. **Envelope C** shall contain financial offer in the format prescribed enclosed with the Bid Data Sheet. This shall be submitted online only.

13. LANGUAGE

The bid as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be in English or Hindi. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case, for the purposes of interpretation of the bid, such translation shall govern.

14. TECHNICAL PROPOSAL

14.1 Only, in case of bids with pre-qualification conditions defined in the Bid data sheet, the Technical Proposal shall comprise of formats and requirements given in the Bid Data Sheet.

14.2 All the documents / information enclosed with the technical proposals should be self-attested and certified by the Bidder. The Bidder shall be liable for forfeiture of his earnest money deposit, if any document / information are found **false/ fake/ untrue** before acceptance of Bid. If it is found after acceptance of the Bid, the sanctioning authority may at his discretion forfeit his performance security/guarantee, security deposit, enlistment deposit and take any other suitable action.

15. FINANCIAL BID

- i. The bidder shall have to quote rates in format referred in Bid Data sheet, as per the bid amount, overall amount would be arrived at in relation to the NIT amount. The overall amount would apply to the cost of various component of works.
- ii. Bid offer shall be quoted in figures as well as in words. If any difference in figures and words found, lower of the two shall be taken as valid and correct.
- iii. The bidder shall have to quote rates inclusive of all duties, taxes, royalties and other levies, except Goods and Service Tax (GST) which will be paid separately to the contractor with each RA Bill at the time of Payment. The Employer shall not be liable for any duties taxes (except GST) royalties and levies.
- iv. The material along with the units and rates, which shall be issued, if any, by the department to the contractor, is mentioned in the Bid Data Sheet.

16. PERIOD OF VALIDITY OF BIDS

The bids shall remain valid for a period specified in Bid Data Sheet after the date of “close for bidding” as prescribed by the Employer. The validity of the bid can be extended by mutual consent in writing.

17. EARNEST MONEY DEPOSIT (EMD)

- 17.1 The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), of the amount specified in the Bid Data Sheet.
- 17.2 The EMD/ Bid security shall be submitted only online using options available in the tender portal within the specified time limit (Debit card/ credit card/ Internet banking or system generated challan). Bidders are advised to process it well in advance, no claim shall be entertained due to delay in online transactions via payment gateway/ banking portal. The bid security shall be issued in favour of the name given in the Bid Data Sheet.
- 17.3 Bid not accompanied by EMD shall be liable for rejection as non-responsive.
- 17.4 EMD of bidders whose bids are not accepted will be returned within ten working days of the decision on the bid.
- 17.5 EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the Bank Guarantee of required value for Performance Security.
- 17.6 Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the earnest money deposit.

D. SUBMISSION OF BID

- 18 The bidder is required to submit digitally signed bid i.e., Envelop A, B and C online only, No physical submission of the bid will be accepted except in exceptional cases under clause 19.7

E. OPENING AND EVALUATION OF BID

19. PROCEDURE

- 19.1 Envelope 'A' shall be opened first online at the time and date notified and it's contents shall be checked. In cases where Envelop 'A' does not contain all requisite documents, such bid shall be treated as non-responsive, and Envelop B and /or C of such bid shall not be opened.
- 19.2 Wherever Envelop 'B' (Technical Bid) is required to be submitted, the same shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelop 'B'. Envelop 'C' (Financial Bid) of bidders who are not qualified in Technical Bid (Envelop 'B') shall not be opened.
- 19.3 Envelope 'C' (Financial Bid) of the qualified bidders shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelop 'C'.
- 19.4 After opening Envelop 'C' all responsive bids shall be compared to determine the lowest evaluated bid.
- 19.5 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all the bids at any time prior to contract award, without incurring any liability. In all such cases reasons shall be recorded.
- 19.6 The Employer reserves the right of accepting the bid for the whole work or for a distinct part of it.
- 19.7 Contents of envelope "A" "B" and C are required to be submitted online.
- 19.8 During Bid evaluation, the employer or its representative may at its discretion ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

20. Confidentiality

- 20.1 Information relating to examination, evaluation, comparison and recommendation of contract award shall not be disclosed to bidders or any other person not officially concerned with such process until final decision on the bid.

- 20.2** Any attempt by a bidder to influence the Employer in the evaluation of the bids or contract award decisions may result in the rejection of its bid.

F. AWARD OF CONTRACT

21. Award of Contract

The Employer shall notify the successful bidder by issuing a 'Letter of Acceptance' that his bid has been accepted. The original copy of affidavit will have to be submitted by the successful bidder at the time of signing of the contract

22. Performance Security and Additional Performance Security

- 22.1** Prior to signing of the Contract, the bidder to whom LOA has been issued shall have to furnish Performance Security and Additional Performance Security of **Nationalized / Schedule Commercial Bank** for the amount, form and duration, etc. as specified in the Bid Data Sheet.

- 22.2** If the Bid, which results in the lowest evaluated bid price, is seriously unbalanced in the opinion of the employer, the employer after evaluation, taking into consideration the schedule of the estimated contract price may require Additional Performance Security from the successful bidder for such unbalanced bid price. Additional performance security as mentioned in the Bid Data Sheet shall be levied in case the bidder gives an unbalanced bid.

23. Signing of Contract Agreement

- 23.1** The successful bidder shall have to furnish Performance security and sign the contract agreement within 15 days of issue of LOA.
- 23.2** The signing of contract agreement shall be reckoned as intimation to commencement of work. No separate work order shall be issued by the Employer to the contractor for commencement of work.
- 23.3** In the event of failure of the successful bidder to submit Performance Security and additional performance security (if any) or sign the Contract Agreement, his EMD shall stand forfeited without prejudice to the right of the employer for taking action against the bidder.

24. CORRUPT PRACTICES

The Employer requires that bidders observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, the Employer:

- i. may reject the bid for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
- ii. may debar the bidder if he is being blacklisted by any Department of State Government or GOI for non-performance / substandard execution or any other reason what so ever in similar type of works.
- iii. may debar the bidder declaring ineligible, either indefinitely or for a stated period of time, to participate in bids, if it at any time determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract.

For the purposes of this provision, the terms set forth above are defined as follows:

- a. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- b. "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- c. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

- d. “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

[End of ITB]

Bid Data Sheet

General

S.No.	Particulars	Data
1	Office inviting Tender	Chief Municipal Officer Nagar Parishad SUTHALIYA
2	NIT No	454
3	Date of NIT	30.04.2026
4	Bid document download available from date & time	From 10:00 AM 04/05/2026 to To 06:00PM 02/06/2026
5	Website link	https://www.mptenders.gov.in/ & https://www.mpurban.gov.in/

For Section 1 - NIT

Clause reference	Particulars	Data
1	Portal fees	As Applicable
2	Cost of bid document	₹15,000
	Cost of bid document payable to	Chief Municipal Officer Nagar Parishad Suthaliya
	Cost of bid document in favourof	Chief Municipal Officer Nagar Parishad Suthaliya
3	Affidavit	Annexure B1
3.1	Undertaking Regarding Blacklisting/Non-Debarment	Annexure B2
4	Pre-qualifications required	Yes
	If Yes, details	Annexure C
5	Special Eligibility	Yes
	If Yes, details	Annexure D
6	Key Dates	Annexure A

For Section 2 – ITB

Clause reference	Particulars	Data
1	Name of work	Interception & Diversion for tapping nallah and setup of sewage treatment plant for Used Water Management of SUTHALIYA Town
2	Specifications	Annexure E
3	Procedure for participation in e-tendering	Annexure F
4	Whether Joint-venture is allowed	Yes
	If yes, requirement for Joint venture	Annexure G
5	Pre bid meeting to held	Yes
	If Yes, Date, Time & Place	Date : 29.05.2026 Time from: 10:00 AM Hrs Place : Office of Nagar Parishad Suthaliya

6	Envelope –A containing: i. Cost of Bid Document ii. EMD iii. An affidavit duly notarized as per Annexure – B1 iv. Undertaking regarding Blacklisting / Non-Debarment as per annexure - B2 v. Registration number or Proof of application for registration and organizational details as per Annexure 'H'. vi. JV agreement, if applied	Online only (As applicable)
7	Envelope-B Technical Proposal	Annexure – I and Annexure – I (Format I-1 to I-6)
8	Envelope-C Financial Bid	Annexure – J
9	Materials to be issued by the department	Annexure – K (Not applicable)
10	Period of Validity of Bid	180 Days
11	Earnest Money Deposit	Rs136480 (One Lakh Thirty-six Thousand Four Hundred Eighty rupees in Words)
12	Forms of Earnest Money Deposit	Online payment using options available in the tender portal
13	EMD valid for a period of	Not less than 180 days
14	Payment must be drawn in favour of	Chief Municipal Officer, Nagar Parishad SUTHALIYA
15	Letter of Acceptance (LoA)	Annexure L
16	Amount of Performance Security	1) For Capex Cost - 3% of the Contract Amount, Valid upto 3 months from the date of issuance of the completion certificate. 2) For O&M Cost SD- 7% of Contract Amount • Shall be Deducted from each running bill • 5% Released after completing DLP of 5 years • Remaining 2% released after completing 10 years of O&M
17	Additional Performance Security, if Any	Additional Performance Security to be deposited @equal to: - (a) If rates are below 10% and upto 20% - value equal to the percentage below 10% of probable amount of contract (PAC). (b) If rates are below 20% - as per (a) and twice the value below 20% of probable amount of contract (PAC). Illustration: If, PAC = Rs. 100 lakhs Bidder quoted rate = Rs. 73 Lakh (less than 27% of PAC) Then, Additional performance security will be calculated as:

		(a) (Probable Amount of Contract - Rates below ISSR beyond 10%) = 100 (20%-10%) = 10.00 Lakh (b) Probable Amount of Contract x2 (Rates below ISSR beyond 20%) = 100 x 2 x (27-20) = 14.00 Lakh. Additional Performance Security shall only be accepted in the form of fixed deposit receipt (FDR).
18	Performance security in the format	Annexure M
19	Performance security in favour of	Chief Municipal Officer, Nagar Parishad, SUTHALIYA
20	Performance security (and Additional performance security, if applicable) valid up to	Capital cost: Valid upto 3 months from the date of issuance of completion certificate. O&M: Valid upto 3 months from completion of O&M period

Annexure -A: Key Dates

S.No	Works Department Stage	Bidder's Stage	Start		Expiry		Envelopes
			Date	Time	Date	Time	
1		Purchase of Tender-Online	04.05.2026	10:00AM	02.06.2026	06:00PM	
2		Bid Submission- Online	04.05.2026	10:00AM	02.06.2026	06:00PM	
3	Pre-Bid Meeting		29.05.2026	10:00AM	29.05.2026	12:00PM	
4	Pre-Bid Response						
5	Mandatory submission Open (Envelope -A)		04.06.2026	10:00 AM	04.06.2026	06:00PM	Envelope A
6	Technical proposal open (PQ Envelope-B)		04.06.2026	10:00 AM	04.06.2026	06:00PM	Envelope B
7	Financial Bid Open (Envelope C)		NA	NA	NA	NA	Envelope C

Annexure – B1: Affidavit

|| AFFIDAVIT ||

(To be contained in Envelope A)

(On Non Judicial Stamp of minimum Rs. 100 and above)

I/we _____ who is / are _____ (status in the firm / company) and competent for submission of the affidavit on behalf of M/s. _____ (contractor) do solemnly affirm an oath and state that:

I/we are fully satisfied for the correctness of the certificates/records submitted in support of the following information in bid documents which are being submitted in response to notice inviting e-tender No. _____ for _____ (name of work) dated _____ issued by the _____ (name of the ULB).

I/we are fully responsible for the correctness of following self certified information/ documents and certificates:

1. That the self-certified information/digitally signed documents given in the bid document is fully true and authentic.
2. That:
 - a. Information regarding financial qualification and annual turn-over, submitted online is correct
 - b. Information regarding various physical qualifications, submitted online is correct.
3. No close relative of the undersigned and our firm/company is working in the department.

OR

Following close relatives are working in the department:

Name _____ Post _____ Present Posting _____

Signature with Seal of the Deponent (bidder)

I/ We, _____ above deponent do hereby certify that the facts mentioned in above paras 1 to 3 are correct to the best of my knowledge and belief. In the event of any information is found to be incorrect/untrue or found violated, then without giving any prior notice our bid shall be liable for rejection or termination of contract, without prejudice to any other rights of remedy including the forfeiture of the bid security/performance security.

Verified today _____ (dated) at _____ (place).

Signature with Seal of the Deponent (bidder)

Note: Affidavit duly notarized in original shall be submitted by the successful bidder at the time of agreement.

Annexure – B2: Undertaking regarding Blacklisting / Non-Debarment

**FORMAT OF
UNDERTAKING REGARDING BLACKLISTING/NON-DEBARMENT
(TO BE FURNISHED IN COMPANY LETTER HEAD)**

To,
.....
.....
.....

Dear Sir,

We here by confirm and declare that we, M/s----- JV(if applicable) is not blacklisted/De-registered/debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have executed/undertaken the works/services during the last 05 years.

For -----
Authorized Signatory
Date:

Annexure – C: Pre-Qualification Criteria

PRE-QUALIFICATIONS CRITERIA

A. Financial

- i. Experience of having successfully executed¹,
 - a) Three similar works each costing not less than the amount equal to 20% of the probable amount of contract during the last 8 financial years; or
 - b) Two similar works each costing not less than the amount equal to 30% of the probable amount of contract during the last 8 financial years; or
 - c) One similar work of aggregate cost not less than the amount equal to 50% of the probable amount of during the last 8 financial years;

The Term “similar works” mentioned above shall mean, the nature of works undertaken/executed/implemented successfully by the contractor/bidder should be similar in nature to any one of the type of works/projects mentioned below. Please note, at the time of bid participation, works similar to any of the below mentioned nature of works should have been completed and not be under construction/under implementation/close to completion/under completion/in progress phase.

- i. The Survey, review the designs, redesign where necessary, and construction of diversion works of Nallahs with intercepting sewers or laying of sewers including sewage pumping station(s) and all appurtenant structures and allied works.
- ii. Construction of Sewage Treatment Plants (STP) / Common Effluent Treatment plants (CETP) / Effluent Treatment plants (ETP).
- iii. Construction of Intake Well or Water Treatment Plant (WTP) or Water Supply Network and its allied works.
- ii. Average annual construction turnover on the construction works not less than 50% of the probable amount of contract (PAC) during the last 5 financial years.
- iii. The Bidder shall have positive net worth as per the audited balance Sheet of **last financial year**.
- iv. Bid-Capacity – Bidder shall be allotted work up to his available Bid capacity, which shall be worked out as given in format I-3 of Annexure-I.

B. Physical

- (i) Physical qualifications for the work in case of I&D / sewerage related works shall be as below, **(Deleted)**

Minimum Physical Requirement		
S. No.	Item of Work	Quantity
I	II	III
1	-	-
2	-	-

Note :-

1. ~~Experience of subcontractor to main contractor shall be considered subjected to submission of certificate from principal employer of main contractor.~~
2. ~~Successfully executed would mean substantially completed including commissioning of the project.~~

Annexure – D: Special Eligibility Criteria

SPECIAL ELIGIBILITY CRITERIA

- a) The bidder needs to submit a notarized technology tie-up agreement for the proposed Sewage Treatment Technology with the Technology Provider; in case the bidder is not a technology owner / patent owner.
- b) Whereas in the other case, if the technology provider / owner is participating as a bidder, the bidder needs to submit the technology patent document or prior experience document related with the design and construction of the STP using the proposed technology in the Bid.
- c) The technology provider should have provided technology and core equipment for Sewage Treatment plant in last 8 years of any Government and Public Sector Sewage Treatment Plant currently under Operations and Maintenance successfully running for minimum 2 years in India and having running capacity 30% or more of the capacity of Sewage Treatment plant proposed in this tender document on the same technology and achieving the outlet parameters as per the latest treated wastewater standards prescribed by the honorable NGT.

Note:

- 1. Tie-up agreement shall be valid up to end date of Defect Liability Period (DLP).
- 2. Tie up agreement shall be formalized through notarization.
- 3. The Technology provider is hereby mandated to provide the treated wastewater report conducted by the State Pollution Control Board (SPCB) / State or Central Government Laboratories / Government Institute / NABL accredited laboratories for the preceding two years, as per the National Green Tribunal (NGT) norms currently in force, in accordance with the requirements pertaining to the technology to be proposed in the Sewage Treatment Plant.
- 4. If the tender specifies multiple Sewage Treatment Plants (STPs) of varying capacities, it shall be the responsibility of the Bidder to furnish detailed information regarding the proposed treatment technology for each individual STP and in case different technologies are proposed for separate STPs, the Bidder shall be required to establish formal tie-ups with the respective technology providers. Furthermore, the Bidder shall declare the proposed technologies and corresponding tie-ups in writing, duly signed and submitted on their official letterhead as part of the bid submission [format attached in Annexure – I (format I-2)].
- 5. Sewage Treatment Plants (STPs) with higher electricity consumption—such as those employing Sequencing Batch Reactor (SBR) technology—should be considered only for treatment capacity of 3 MLD or more.

Annexure – E: Specification

Specifications

(Enclosed at the end of the Tender Document)

Annexure-F: Procedure for participation in e-Tendering

1. Registration of Bidders on e-Tendering System

All the PWD registered bidders are already registered on the new e-procurement portal <https://www.mptenders.gov.in>. The user id will be the contractor ID provided to them from MP Online. The password for the new portal has been sent to the bidders registered email ID. For more details may contact M/s_____ Tata consultancy Services Corporate Block, 5th floor, DB city Bhopal-462011, email id: eproc_helpdesk@mpsdc.gov.in. Helpdesk phone numbers are available on website.

2. Digital Certificate:

The bids submitted online should be signed electronically with a class III Digital Certificate to establish the identity of the bidder submitting the bid online. The bidders may obtain class III Certificate issued by an approved certifying Authority authorized by the controller of certifying Authorities, government of India. A class III digital Certificate is issued upon receipt of the required proofs along with an application. Only upon the receipt of the required documents, a digital certificate can be issued. For details please visit cca.gov.in.

Note:

- i. It may take upto 7 working days for issuance of class III digital certificate; hence the bidders are advised to obtain the certificate at the earliest. Those bidders who already have valid class III digital certificate need not obtain another Digital Certificate for the same.

The bidders may obtain more information and the APPLICATION FORM REQUIRED TO BE SUBMITTED FOR THE ISSUANCE OF DIGITAL CERTIFICATE FROM cca.gov.in.

- ii Bids can be submitted till bid submission end date. Bidder will require digital signature while bid submission. The digital certificate issued to the authorized user of a partnership firm/Private limited company/Public Limited Company and user for online bidding will be considered as equivalent to a no-objection certificate/power of attorney to that user.

In case of Partnership firm, majority of the partners have to authorize a specific individual through authority letter signed by majority of partners of the firm.

In case of Private Limited company, Public Limited company, the Managing Director has to authorize a specific individual through Authority Letter. Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization for online bids as per Information Technology Act 2000. This Authorized User will be required to obtain a digital certificate. The Digital Signature executed through the use of the responsibility of Management/Partners of the concerned firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh Digital Certificate for the new Authorized user.

3. Set Up of Bidder's Computer System:

In order for a bidder to operate on the e-tendering System, the Computer system of the bidder is required to be set up for Operating System, Internet Connectivity, Utilities, Fonts, etc. The details are available at <https://www.mptenders.gov.in>.

4. Key Dates:

The bidders are strictly advised to follow the time schedule (Key dates) of the bid of their side for tasks and responsibilities to participate in the bid, as all the stages of each bid are locked before the start time and date and after the end time and date for the relevant stage if the bid as set by the Department.

5. Preparation and Submission of Bids

The bidders have to prepare their bid online, encrypt their bid data in the Bid forms and submit Bid in all the envelopes and documents related to the Bid required to be uploaded as per the time schedule mentioned in the key dates of the notice inviting e- Tenders after signing of the same by the Digital Signature of their authorized representatives.

6. Purchase of Bid Document

For purchasing of the bid document bidders have to pay Service Charge online ONLY as per Bid Data Sheet. Cost of Bid document is separately mentioned in the detailed NIT. The Bid Document shall be available for purchase to concerned eligible bidders immediately after online release of the bids and up to scheduled time and date as set in the key dates. The payment for the cost of bid document shall be made online through Debit/Credit card. Net banking or NEFT Challan through the payment gateway provided on the portal.

7. Withdrawal, Substitution and Modification of Bids

Bidder can withdraw and modify the bid before submission end date.

Annexure-G: Joint Venture Conditions

JOINT VENTURE (J.V.)

If J.V. is allowed following conditions and requirements must be fulfilled –

1. Number of partners in a Joint Venture shall not exceed 2 (two). The partners shall comply with the following requirements:
 - a. One of the partners shall be nominated as being Lead Partner, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
 - b. The bid and, in case of successful bid, the Agreement, shall be signed so as to be legally binding on all partners;
 - c. The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;
 - d. All the partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under [c] above, as well as in the bid and in the Agreement [in case of successful bid];
 - e. Bidder shall submit the joint venture agreement indicating precisely the role and responsibilities of all the members of JV in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project including operation and maintenance of the works. All members of JV should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the employer;
 - f. A copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid.
 - g. The joint venture agreement shall be registered at the time of agreement, so as to be legally valid and binding on all partners.
2. All the partners should meet out the minimum qualifying criteria required for the bid and collectively must meet the criteria specified in full (as per clause 8,9 below). Failure to comply with this requirement will result in rejection of the joint venture's bid.
3. The performance security of joint venture shall be in the name of the **Lead partner / Joint venture**.
4. Attach the power of attorney of the partners authorizing the Bid signatory(ies) on behalf of the joint venture
5. An individual Bidder cannot at the same time be member of a Joint Venture applying for this Bid. Further, a member of a particular Bidder Joint Venture cannot be member of any other Bidder Joint Venture applying for this bid.
6. A copy of the Joint Venture agreement entered into by the partners made on **Rs 1000/- Non-judicial stamp duly notarized** shall be submitted with the bid. However, at the time of agreement bidder shall get the joint venture agreement registered, so as to be legally valid and binding on all partners.
7. Furnish details of participation proposed in the joint venture as below:

PARTICIPATION DETAILS	FIRM 'A' (Lead partner)	FIRM 'B'
Financial		
Name of the Banker(s)		
Planning		
Construction Equipment		
Key personnel		
Execution of Work (Give details on contribution of each)		

8. The partners of J.V. should satisfy the qualification criteria as below,
 - a. The Lead Partner must have the share of 51% in the J.V.
 - b. The second partner(s) must have a share of minimum 26% in the J.V.
 - c. Both the partners must satisfy the full (100%) qualification criteria jointly. For this purpose the qualification of individual partners shall be added (for annual average turnover, Net worth and for Bid Capacity Only).
9. To qualify for JV, any one of the below mentioned work experience of similar nature work should be met with;
 - i. Out of 3 similar works of value more than 20% of PAC, at least 2 works must be done by lead partner and one work to be done by another partner,
Or
 - ii. Out of 2 similar works of value more than 30% of PAC, at least 1(one) work must be done by lead partner and 1 (one) work to be done by another partner.

Annexure-H: Organizational Details

ORGANIZATIONAL DETAILS

(To be enclosed with technical proposal)

S.No.	Particulars	Details
1.	Registration No. issued by centralized registration system of Govt. of MP or proof of application for registration	(If applicable, scanned copy of proof of application for registration to be uploaded)
2.	Valid registration of Bidder in appropriate class through centralized registration of Govt. of MP	Registration no.....date..... (Scanned copy of Registration to be uploaded)
3.	Name of Organization/ Individual	
4.	Entity of Organization Individual/ Proprietary Firm/ Partnership Firm (Registered under Partnership Act)/ Limited Company (Registered under the Companies Act-1956)/ Municipality	
5.	PAN Number	
6.	GST Number	
7.	ESIC	
8.	EPF	
9.	Address of Communication	
10.	Telephone Number with STD Code	
11.	Fax Number with STD Code	
12.	Mobile Number	
13.	E-mail Address for all communications	
	Details of Authorized Representative	
14.	Name	
15.	Designation	
16.	Postal Address	
17.	Telephone Number with STD Code	
18.	Fax Number with STD Code	
19.	Mobile Number	
20.	E-mail Address	

Note: In case of partnership firm and limited company certified copy of partnership deed/ Articles of Association and Memorandum of Association along with registration certificate of the company shall have to be enclosed.

Signature of Bidder with Seal
Date: _____

Annexure – I: Technical Proposal

Envelope – B, Technical Proposal

Technical Proposal shall comprise the following documents:

S. No.	Particulars	Details to be submitted
1	Experience - Financial and Physical	Annexure – I (Format: I - 1)
2	Details of the Technology of STP proposed	Annexure – I (Format: I - 2)
3	Annual Turnover	Annexure – I (Format: I - 3)
4	List of technical personnel for the key positions	Annexure – I (Format: I - 4)
5	List of Key equipments/ machines for quality control labs	Annexure – I (Format: I – 5)
6	List of Key equipments / machines for construction work	Annexure – I (Format: I – 6)
7	Organizational Details	Annexure – H

Note:

- 1. Technical Proposal should be uploaded duly page numbered and indexed.*
- 2. Technical Proposal uploaded otherwise will not be considered.*

Annexure - I (Format: I-1): Financial Experience Details

FINANCIAL & PHYSICAL EXPERIENCE DETAILS

A. Financial Requirement

The bidder should have completed either of the below: (JV clause applicable)

- Three similar works each costing not less than the amount equal to 20% of the probable amount of contract during the last 8 financial years; or
- Two similar works each costing not less than the amount equal to 30% of the probable amount of contract during the last 8 financial years; or
- One similar work of aggregate cost not less than the amount equal to 50% of the probable amount of contract during the last 8 financial years;

To be filled in by the contractor:

- Details of successfully completed similar works shall be furnished in the following format.
- Certificate duly signed by the employer shall also be enclosed for each completed similar work.

Agreement Number & Year	Name of Work	Date of Work Order	Date of Completion	Amount of Contract	Employer's Name and Address

Existing commitments – (Value of 'C' for Bid Capacity formula)

Agreement Number & Year	Name of Work	Date of Work Order	Date of Completion	Amount of Contract	Balance amount of contract	Employer's Name and Address

B. Physical Requirement:

~~Execution of similar items of work in any one financial year during the last 3 financial years should not be less than the minimum physical requirement fixed for the work. (Deleted)~~

S.No.	Particulars	Actual Quantity Executed (To be filled in by the contractor)		
		Year-1	Year-2	Year-3
1	Physical qualification requirement	Yes/No		
2				
3				

~~Note: 1. Certificate duly signed by the employer shall be enclosed for the actual quantity executed in any one year during the last 7 financial years.~~

~~2. Similar works: As described and detailed in Clause 'A' of Annexure 'C'~~

Annexure - I (Format: I-2): Details of the Technology of STP proposed

Summary Table – STP Proposed in DPR vs. STP Proposed by Bidder

STP no. (as per Tender)	Location (as per Tender)	Capacity (MLD)	Technology Specified in the DPR	Proposed Capacity (MLD)	Proposed Technology	Name of the Technology Provider	Tie Up agreement submitted in the Bid (Yes/No)
1	Govt land near shamshan ghat ward no 08	0.8 MLD	Constructed Wetland				

Note:

1. Declare the above in the official letterhead of the Bidder as part of the bid submission.

Annexure – I (Format: I-3): Annual Turnover

ANNUAL TURN OVER

Requirement:

Average annual construction turnover on the **construction works** not less than 50% of the probable amount of contract during the last 5 financial years;

To be filled in by the contractor:

Financial Year	Annual Turnover	Average annual turnover
1		
2		
3		
4		
5		

This is to be certified that M/s _____ has positive net worth in last financial year.

Note:

- i. Annual turnover of construction should be certified by the Chartered Accountant.
- ii. Audited balance sheet including all related notes, and income statements for the above financial years to be enclosed.

Seal & Sign of CA

Bid Capacity

Applicants who meet the minimum qualifying criteria in the evaluation as stated above are to be evaluated further for bid capacity as under:

$$\text{Bid Capacity} = (4.0 \times A \times B) - C$$

Bid Capacity shall be equal to or greater than PAC

Where,

- A = Maximum escalated turnover in any one year during the last 5 financial years preceding bid due date. (10% weightage per year shall be given to bring the value of Work executed at present price level)
- B = Prescribed completion period in years for the subject contract
- C = Balance amount of contract work in hand to be executed during the contract period

Annexure – I (Format: I-4): List of Technical Personnel for Key Position

LIST OF TECHNICAL PERSONNEL FOR THE KEY POSITIONS

Minimum Requirement						
S. No.	Key Position	Minimum requirement	Qualification	Age	Similar work experience	Total Work Experience
1	Team Leader	1	B.Tech/ M.Tech		10 Year	15 Year
2	Resident Engineer	1	B.Tech		7 Year	10 Year
3	Field Engineer	1	B.Tech		5 Year	8 Year
4	Electro-Mechanical Engineering	1	B.Tech		5 Year	8 Year
5	Site Supervisor	2	B.Tech		5 Year	8 Year
6	Environmental Engineer	1	B.Tech/ M.Tech/Environmen		5 Year	8 Year
7	Health & Safety Expert	1	B.Tech/ M.Tech		5 Year	8 Year

Annexure – I (Format: I-5): List of Key Equipment for Quality Control Labs

List of Key Equipments/ Machines for Quality Control Labs

The Contractor shall be required to carry out all mandatory quality control tests as per specifications of various items of work under the project. The Contractor should demonstrate his capacity with respect to availability of key equipments / machines required for carrying out mandatory tests under project. All the materials to be procured under this contract shall be as per relevant IS codes of practice and inspected by 3rd party. The duly sealed and signed certificate in this regard shall be furnished by the Contractor on their letter head.

Apart from above for the various civil works following **Equipments/ Machines shall be required for quality control.**

Minimum requirement			Available with the Bidder	
S. No.	Name of Equipment/ Machinery	Quantity	Name of Equipment/ Machinery	Quantity
1	Digging tools like pick axe, shovel, etc.	One set		
2	IS Sieves Nos. with lid and pan (90mm, 80mm, 63 mm, 53mm, 45mm, 37.5mm, 26.5mm, 19mm, 13.2mm, 11.2mm, 9.5mm, 4.75mm, 2.8mm, 5.6mm, 3.35mm, 2.36mm, 600Micron, 425 Micron, 300Micron, 50 Micron, 180 Micron, 90 Micron and 75 Micron)	One set		
3	Sand Pouring Cylinder with tray complete for field Density test	One set		
4	Speedy moisture meter complete with chemicals	One set		
5	Straight Edges 3.00 metre width	Two sets		
6	Liquid Limit and plastic limit testing apparatus complete with water bottle and glass wares	One set		
7	Electronic/digital balance 5 kg	One no.		
8	Pan balance with weight box, 5 kg.	One no.		
9	Slump cone	Two nos.		
10	Concrete cube moulds (150 mm X 150mm)	Twelve nos.		
11	Free swelling index test Apparatus	Six nos.		
12	Flakiness and elongation testing gauges	Two no.		
13	Water absorption test apparatus	One no.		
14	Specific gravity test apparatus	One no.		
15	B.S. compaction apparatus	One no.		
16	Proving rings	One each		
17	Glass ware	One set		
18	Auto level and staff	Three nos.		
19	Rapid moisture meter	One no.		
20	Post Hole Auger with extensions	One set		

Minimum requirement			Available with the Bidder	
S. No.	Name of Equipment/ Machinery	Quantity	Name of Equipment/ Machinery	Quantity
21	Measuring tape, spatula, glassware ,Porcelain dish, pestle mortar	One set		
22	Standard Proctor Density Test Apparatus with Rammer	One set		
23	Electronic/digital balance 1kg with the least count of 0.01 gm	One set		
24	Camber Board	Two nos.		
25	Core Cutter (10 cm dia) 10cm/15cm height complete with dolly and hummer.	One set		
26	CBR Testing machine	One no.		
27	Oven (ambient to 200°C)	One no.		
28	Digital Thermometers	Three nos.		
	Aggregate Soundness test apparatus	One no.		
30	Concrete cube testing machine	One no.		
31	First aid box	One no.		
32	Sampling Pipette	One no.		
33	Balance	One no.		
34	Dial Gauges	Six nos.		
35	Thickness gauge	One set		
36	Water still (4 ft.)	One no.		
37	A.I.V. testing equipment	One no.		

The above list of essential equipment for quality control is for guidance and is not complete. Other apparatus and equipment as desired/required by the Engineer-in-Charge shall be procured by the Contractor.

Annexure – I (Format: I-6): List of Equipment / Machines For Construction Work

LIST OF EQUIPMENTS / MACHINES FOR CONSTRUCTION WORK

The Contractor shall carryout the construction work in such a way that the requirements of the specifications of each item of work under the project are fully satisfied. For achieving the quality parameters as per the specifications, the contractor shall be required to deploy appropriate machinery and equipment for carrying out the work. In this section, the Bidder is required to demonstrate his capacity with respect to Key equipment's and machinery that are required to carry out this work successfully.

Minimum requirement			Available with the Bidder	
S. No.	Name of Equipment/ Machinery	Quantity	Name of Equipment/ Machinery	Quantity
1	Excavator/JCB	1		
2	Road Cutter	1		
3	Crane/ Hydra	1		
4	Roller	1		
5	Concrete Batching Plant	0		
6	Dump Truck	1		
7	Concrete Mixer with weigh Batcher/ Ajax Fiori	1		
8	Tractor with Trolley	1		
9	Water Tanker	1		
10	Total Station	1		
11	Leveling machine and Staff	1		
12	Earth Compactor	1		
13	Dewatering pumps	1		
14	DG Set	1		

Annexure – J:
FINANCIAL BID
(TO BE CONTAINED IN ENVELOPE C)

TENDER FOR A LUMP SUM CONTRACT:

I/We do hereby TENDER to execute the whole of the work described in the scope, drawing and of according to the annexed specification for the sum of Rupees (in figures) (in words)

..... (To be quoted in lump sum online and to be expressed both in words and figures). I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries, nature and the extent of ground, working conditions including stacking of materials, installation of tools and plant conditions effecting accommodation and movement of labor etc. required for the satisfactory execution of contract.

Should this bid be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the Nagar Parishad SUTHALIYA , Madhya Pradesh or his successors in office the sums of money mentioned in the said conditions.

Dated _____

Bidder's Signature _____

Address _____

Witnesses: _____

Address: _____

The above said TENDER is hereby accepted by me on behalf of the (Name of ULB)

The _____ 2023 _____

* To be expressed in words and figure)

SECURITIES

Name	Address	Occupation or Profession	Remarks
------	---------	--------------------------	---------

The above bid is hereby accepted by me on behalf of the (Name of ULB) on dated the _____ day of _____ 2023

**Chief Municipal Officer, Nagar Parishad
SUTHALIYA**

- i. Only Lumpsum cost for the scope of work given therein shall be quoted.
- ii. Financial offer shall be quoted in figures as well as in words. If any difference in figures and words found lower of the two shall be taken as valid and correct rate. If the bidder is not ready to accept such valid and correct rate and declines to furnish performance security and sign the agreement his earnest money deposit (EMD) shall be forfeited.

- iii. This document shall be furnished in the Envelope C only.
- iv. In case the price is not given by a bidder, his bid shall be treated as non-responsive. EMD shall be forfeited.
- v. All duties, taxes and other levies payable, by the bidder shall be included in the offer given by the bidder. GST shall be paid separately.

The lump-sum cost for the Bid to be quoted Online shall be calculated as under

1.0 Cost of Works (A) =

2.0 Operation and Maintenance Cost next 10 years (B)

S.No.	Year	Cost in Rs	NPV taking Discount factor @ 11% (Cost in INR)
1	1 st Year		
2	2 nd Year		
3	3 rd Year		
4	4 th Year		
5	5 th Year		
6	6 th Year		
7	7 th Year		
8	8 th Year		
9	9 th Year		
10	10 th Year		
Total (B)			

3.0 Power Consumption (C)

S.No.	Year	Electricity Consumption (Kwh) for entire system incl. SCADA-PLC, pumps and Sewage Treatment plant	Cost of Power to be calculated @ Rs 6.50 per Kwh	NPV taking Discount factor @ 11% (Cost in INR)
1	1 st Year			
2	2 nd Year			
3	3 rd Year			
4	4 th Year			
5	5 th Year			
6	6 th Year			
7	7 th Year			
8	8 th Year			
9	9 th Year			
10	10 th Year			
Total (C)				

Note :

- The charges for the power upto the electricity consumption as shown in table shall be borne by ULB. However, the payment for any additional consumption of electricity in a particular year shall be made by the Bidder on Prevailing rates of power at that time.
- For arriving the NPV of the O&M and Electricity Charges the rate at Eleven percent (11%) per annum will be used to discount the annual future costs. The discount factor to be used is calculated below,

S.No.	Year	Discount factor to be used @ 11% for arriving at NPV of O&M and Electricity charges
1	1 st Year	0.812

S.No.	Year	Discount factor to be used @ 11% for arriving at NPV of O&M and Electricity charges
2	2 nd Year	0.732
3	3 rd Year	0.659
4	4 th Year	0.594
5	5 th Year	0.535
6	6 th Year	0.482
7	7 th Year	0.434
8	8 th Year	0.391
9	9 th Year	0.353
10	10 th Year	0.318

**Lump-sum cost for the Bid = Lumpsum Cost (A) + NPV Cost of 10 Years O&M (B) +
NPV Cost of Power for 10 years (C)**

Annexure – K: Materials to be issued by the Department

MATERIALS TO BE ISSUED BY THE DEPARTMENT

Deleted

Annexure – L: Letter of Acceptance (LOA)

LETTER OF ACCEPTANCE (LOA)

No. _____

Dated: _____

To,

M/s. _____

(Name and address of the contractor)

Subject: _____

(Name of the work as appearing in the bid for the work)

Dear Sir (s),

Your bid for the work mentioned above has been accepted on behalf of the (Name of ULB) at your bided lump sum offer as per scope of work given therein.

You are requested to submit the following within **15 (Fifteen)** days from the date of issue of this letter:

- a. The Performance Security/ Performance Guarantee of Rs. _____ (in figures) (Rupees _____ in words) only being 3% of the capital cost of the project. The performance security shall be in the shape of Term Deposit Receipt/ Bank Guarantee of any nationalized / Schedule commercial bank valid until 3 (Three) months from the date of expiry of the Defect Liability Period. (In prescribed Format as per Annexure - M)
- b. The Additional Performance Security/ Additional Performance Guarantee of Rs. _____ (in figures) (Rupees _____ in words) only. The performance security shall be in the shape of Term Deposit Receipt/ Bank Guarantee of any nationalized / schedule commercial bank valid until 3 (three) months from the date of expiry of the Defect Liability Period. (In prescribed Format as per Annexure - M)
- c. Duly signed Contract Agreement in Agreement Form as prescribed in Section - 5

Please note that

(i) The time allowed for carrying out the work as entered in the bid is _____ months including rainy season, shall be reckoned from the date of signing the Contract Agreement and

(ii) The Performance Security/ performance guarantee of Rs. _____ (in figures) (Rupees _____ in words) only being 10% of Contract Amount, to be submitted before the completion of design built component valid up to 3 months beyond the end of O&M period. The performance security shall be in the shape of Term Deposit Receipt/ Bank Guarantee of any nationalized / schedule commercial bank. (In prescribed Format as per Annexure – M)

Signing the contract agreement shall be reckoned as intimation to commencement of work and no separate letter for commencement of work is required.

Therefore, after signing of the agreement, you are directed to contact Engineer-in-charge within 14 days for taking the possession of site and necessary instructions to start the work.

**Chief Municipal Officer,
Nagar Parishad SUTHALIYA)**

Annexure – M: Format for Performance Security

PERFORMANCE SECURITY

To,

_____[Name of Employer]

_____[Address of Employer]

WHEREAS _____[name and Address of Contractor]

(Hereinafter called "the Contractor") has undertaken, in pursuance of Letter of Acceptance No. _____

Dated _____ to execute _____[Name of Contract and brief description of Works] (herein after 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 Contractor 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 the types and proportions of currencies in which the contract price 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 us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract of the Works to be performed there under 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 change, addition or modification.

This Guarantee shall be valid until 3 (three) months from the date of expiry of the Defect Liability Period.

Signature, Name and Seal of the Guarantor _____

Name of Bank _____

Address _____

Phone No., Fax No., E-mail Address, of Signing Authority _____

Date _____

* An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

Annexure-M1: Format for Confirmation letter for verification of Bank Guarantee

Format for Confirmation letter to be sent to Bank for verification of Bank Guarantee

Office of The Nagar Parishad SUTHALIYA Madhya Pradesh

No.

Dated.....

To,

Manager,

.....

.....

.....

Sub.- Bank Guarantee for Rs. in respect of N.I.T. No. Agreement No.
..... Dated.

Ref.- Your No. Dated.

Dear Sir,

We have received a Bank Guarantee for an amount of Rs. in lieu of Earnest money/Security deposit/Mobilization advance. We request you to kindly confirm having issued the said guarantee. A photocopy of the guarantee as received is enclosed.

Furthermore, you are requested to kindly encash the said guarantee before its expiry unless it is renewed for further period or you hear anything to the contrary from us.

(Enclosed)

Your Faithfully

.....

.....

SECTION 3

Conditions of Contract Part – I General Conditions of Contract [GCC]

Table of Clauses of GCC

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A. General

1. DEFINITIONS

- **Chief Engineer** : means Chief Engineer of the Directorate, Urban Administration & Development.
- **Bill of Quantities**: means the priced and completed Bill of Quantities forming part of the Bid.
- **Contract**: means the Contract between the Employer and the Contractor to execute, complete and/or maintain the work. Agreement is synonym of Contract and carry the same meaning wherever used.
- **Contract Data Sheet**: means the documents and other information which comprise of the Contract.
- **Contractor**: means a person or legal entity whose bid to carry out the work has been accepted by the Employer.
- **Completion of Work**: means completion of the entire contracted work. Exhaustion of quantity of any particular item mentioned in the bid document shall not imply completion of work or any component thereof.
- **Day**: means the calendar day.
- **Defect** : means any part of the work not completed in accordance with the specifications included in the contract.
- **Department**: means department of urban administration and development, Madhya Pradesh
- **Drawings** : means drawings including calculations and other information provided or approved by the Engineer-in-Charge.
- **Employer** : means the party as defined in the Contract Data, who employs the Contractor to carry out the work. The employer may delegate any or all functions to a person or body nominated by him for specified functions. The word Employer/Government/Department wherever used denote the Employer. The word Urban Local Body (ULB) wherever used denote the Employer
- **Engineer**: means the person named in contract data sheet. from employer side
- **Engineer in charge**: means the person named in the contract data.sheet from employer side
- **Engineer-In-Chief**: Engineer-In-Chief of Directorate, Urban Administration and Development
- **Equipment**: means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.
- **Government**: means Government of Madhya Pradesh.
- **In Writing**: means communicated in written form and delivered against receipt.
- **Interception & Diversion Works**: means the diversion structure across nallah/drain along with intercepting sewer laid for conveying the sewage from nallah/drains up to the Sewage Treatment Plant and including Sewage lifting and pumping stations and all appurtenant structures forming a part of both the New/Existing Sewerage Infrastructure.
- **Material** : means all supplies, including consumables, used by the Contractor for in Municipality in the work.
- **PMU**: means Project Management Unit appointed by Directorate, Urban Administration & Development to support State, Division & ULBs for implementation of SBM (Urban) 2.0 Project in M.P.

- **PIU:** means Project Implementation Unit appointed by Directorate, Urban Administration & Development to support Division & ULBs for implementation of SBM (Urban) 2.0 Project in M.P.
- **Schedule of Rates :** means, Schedule of Rates of Urban Administration and Development and Department, Government of Madhya Pradesh **w.e.f. 02.08.2021** with upto date amendments.
- **Superintending Engineer:** means superintending engineer of the concerned division of the M.P.Urban Administration & Development Department as the case may be.
- **Stipulated date of completion:** means the date on which the Contractor is required to complete the work. The stipulated date is specified in the Contract Data.
- **Specification:** means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.
- **Start Date:** means the date of signing of agreement for the work.
- **Sub-Contractor:** means a person or corporate body who has a Contract (duly authorized by the employer) with the Contractor to carry out a part of the construction work under the Contract.
- **Temporary Work:** means work designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the work.
- **Tender / Bid, Tenderer /Bidder:** are the synonyms and carry the same meaning where ever used.
- **UADD:** Directorate, Urban Administration and Development, Bhopal
- **Variation :** means any change in the work which is instructed or approved as variation under this contract.
- **Work:** the expression "work" or "works" where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the work by virtue of contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

2. INTERPRETATIONS AND DOCUMENTS

2.1 Interpretations

In the contract, except where the context requires otherwise:

- words indicating one gender include all genders;
- words indicating the singular also include the plural and vice versa.
- provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
- written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

2.2 Documents Forming Part of Contract & Priority of Bid document:

The bid document comprises of the following documents in the order or priority as below

Priority of bid document

1. NIT with all amendments.
2. Instructions to Bidders
3. Conditions of Contract:
 - i. Part I General Conditions of Contract and Contract Data; with all Annexures
 - ii. Part II Special Conditions of Contract.
4. Specifications
5. Drawings

6. Priced Breakup schedule (Estimated cost Breakup)
7. Billing Break up (Payment schedule)
8. Bill of Quantities
9. Technical and Financial Bid
10. Agreement
11. Any other document (s), as specified.

3. **Language and Law**

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

4. **Communications**

All certificates, notice or instruction to be given to the Contractor by Employer/Engineer shall be sent on the address or contact details given by the Contractor in [Annexure H of ITB]. The address and contract details for communication with the Employer/Engineer shall be as per the details given in Contract Data Sheet. Communication between parties that are referred to in the conditions shall be in writing. The notice sent by facsimile (fax) or other electronic means (email) shall also be effective on confirmation of the transmission. The notice sent by registered post or speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service. In case of any change in address for communication, the same shall be immediately notified to Engineer-in-Charge

5. **Subcontracting**

Subcontracting shall be permitted for contracts value more than amount specified in the Contract Data with following conditions.

- a. The Contractor may subcontract up to 25 percent of the contract price, only with and after the approval of the Employer in writing, but will not assign the Contract. Subcontracting shall not alter the Contractor's obligations.
- b. The following shall not form part of the sub-contracting:
 - i. hiring of labour through a labour contractor,
 - ii. the purchase of Materials required for carrying out the works,
 - iii. hiring of plant & machinery
- c. The sub-contractor will have to be registered in the **appropriate category** in the centralised registration system for contractors of the GoMP.
- d. Contractor must intimate the employer beforehand (prior to sub-contracting)

6. **Personnel**

- 6.1 The Contractor shall employ for the construction work and routine maintenance the technical personnel as provided in the Annexure I-4 of Bid Data sheet, if applicable. If the Contractor fails to deploy required number of technical staff, recovery as specified in the Contract Data will be made from the Contractor.
- 6.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within three days and has no further connection with the Works in the Contract.

7. **Force Majeure**

- 7.1 The term "Force Majeure" means an exceptional event or circumstance:

- a) Which is beyond a party's control,
- b) Which such party could not reasonably have provided against before entering into the contract,
- c) Which, having arisen, such party could not reasonably have avoided or overcome, and
- d) Which is not substantially attributed to the other Party

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

- (i) War, hostilities (whether war be declared or not), invasion, act of foreign enemies),
- (ii) Rebellion, terrorism, sabotage by persons other than the contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
- (iii) Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
- (iv) Munitions of war, explosive materials, ionising radiation or contamination by radio activity, except as may be attributed to the Contractor's use of such munitions, explosives, radiation or radio activity, and
- (v) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity,

- 7.2** In the event of either party being rendered unable by force majeure to perform any duty or discharge any responsibility arising out of the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties.
- 7.3** For the period of extension granted to the Contractor due to Force Majeure the price adjustment clause shall apply but the penalty clause shall not apply. It is clarified that this sub clause shall not give eligibility for price adjustment to contracts which are otherwise not subject to the benefit of Price adjustment clause.
- 7.4** The time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such cause lasts. Should the delay caused by force majeure exceed twelve months, the parties to the contract shall be at liberty to foreclose the contract after holding mutual discussions.

8. Contractor's Risks

- 8.1** All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.
- 8.2** All risks and consequences arising from the inaccuracies or falseness of the documents and/or information submitted by the contractor shall be the responsibility of the Contractor alone, notwithstanding the fact that designs/drawings or other documents have been approved by the department.

9. Liability for Accidents to Person

The contractor shall be deemed to have indemnified and saved harmless the Government and/or the employer, against all action, suits, claims, demands, costs etc. arising in connection with injuries suffered by any persons employed by the contractor or his subcontractor for the works whether under the General law or under workman's compensation Act, or any other statute in force at the time of dealing with the question of the liability of employees for the injuries suffered by employees and to have taken steps properly to ensure against any claim there under.

10. Contractor to Construct the Works

- 10.1** The Contractor shall construct, install and maintain the Works in accordance with the Specifications and Drawings as specified in the Contract Data
- 10.2** In the case of any class of work for which there is no such specification as is mentioned in contract Data, such work shall be carried out in accordance with the instructions and requirement of the Engineer-in-charge.
- 10.3** The contractor shall supply and take upon himself the entire responsibility of the sufficiency of the scaffolding, timbering, Machinery, tools implements and generally of all means used for the fulfilment of this contract whether such means may or may not approved of or recommended by the Engineer.

11. Discoveries

Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

12. Dispute Resolution System

- 12.1 No dispute can be raised except before the Competent Authority as defined in Contract data in writing giving full description and grounds of Dispute. It is clarified that merely recording protest while accepting measurement and/or payment shall not be taken as raising a dispute.
- 12.2 No issue of dispute can be raised after 45 days of its occurrence. Any dispute raised after expiry of 45 days of its first occurrence shall not be entertained and the Employer shall not be liable for claims arising out of such disputes.
- 12.3 The Competent Authority shall decide the matter within 45 days.
- 12.4 Appeal against the order of the Competent Authority can be preferred within 30 days to the Appellate Authority as defined in the Contract data. The Appellate Authority shall decide the dispute within 45 days.
- 12.5 Appeal against the order of the Appellate Authority can be preferred before the Madhya Pradesh Arbitration Tribunal constituted under Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983.
- 12.6 The contractor shall have to continue execution of the works with due diligence notwithstanding pendency of a dispute before any authority or forum.

B. Time Control

13. Programme

- 13.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works for the construction of works.
- 13.2 The program shall be supported with all the details regarding key personnel, equipment and machinery proposed to be deployed on the works for its execution. The contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/equipment being placed in field laboratory and the location of field laboratory along with the Programme
- 13.3 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.
- 13.4 The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 13.5 The Engineer's approval of the Programme shall not alter the Contractor's obligations

14. Extension of Time

- 14.1 If the Contractor desires an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer-in-

charge, on account of which he desires such extension. Engineer-in-charge shall forward the aforesaid application to the competent authority as prescribed.

- 14.2** The competent authority shall grant such extension at each such occasion within a period of 30 days of receipt of application from contractor and shall not wait for finality of work. Such extensions shall be granted in accordance with provisions under **clause -7or clause- 15** of this agreement.
- 14.3** In case of the work already in progress, the contractor shall proceed with the execution of thr works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid with all due diligence.

15. Compensation for delay

- 15.1** The time allowed for carrying out the work, as entered in the agreement, shall be strictly observed by the Contractor.
- 15.2** The time allowed for execution of the contract shall commence from the date of signing of the agreement. It is clarified that the need for issue of work order is dispensed with.
- 15.3** In the event milestones are laid down in the Contract Data for execution of the works, the contractor shall have to ensure strict adherence to the same.
- 15.4** Failure of the Contractor to adhere to the timelines and/or milestones shall attract such liquidated damages as is laid down in the Contract Data
- 15.5** In the event of delay in execution of the works as per the timelines mentioned in the contract data the Engineer-in- charge shall retain from the bills of the Contractor Amount equal to the liquidated damages liveable until the contractor makes such delays good. However, the Engineer-in-charge shall accept bankable security in lieu of retaining such amount.
- 15.6** If the contractor is given extension of time after liquidated damages have been paid, the engineer in charge shall correct any over payment of liquidated damages by the Contractor in the next payment certificate.
- 15.7** In the event the contractor fails to make good the delay until completion of the stipulated contract period (including extension of time) the sum so retained shall be adjusted against liquidated damages levied.

16. Contractor's quoted offer : NA

The contractor's quoted lump sum offer referred to in the "Bid for works" will be deducted/ added from/to the net amount of the bill after deducting the cost of material supplied by the department, if any.

C. Quality Control

17. Tests

- 17.1** The Contractor shall be responsible for:
- a. Carrying out the tests prescribed in specifications, and
 - b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.
- 17.2** The contractor shall have to establish field laboratory within the time specified and having such equipment as are specified in the Contract Data.
- 17.3** Failure of the contractor to establish laboratory shall attract such penalty as is specified in the Contract Data.
- 17.4** Ten percent of the mandatory tests prescribed under the specifications shall be got carried out through Laboratories accredited by National Accreditation Board of Laboratories (NABL) by the Engineer-In –Charge and the cost of the such testing shall be deducted from the payments due to Contractor.

18. Correction of Defects noticed during the Defect Liability Period

- 18.1** The defect liability period of work in the contract shall be the Contract Data
- 18.2** The Contractor shall promptly rectify all defects pointed out by the Engineer well before the end of the Defect Liability Period. The Defect Liability Period shall automatically stand extended until the defect is rectified.
- 18.3** If the Contractor has not corrected a Defect pertaining to the Defect Liability Period to the satisfaction of the Engineer, within the time specified by the Engineer, the Engineer will assess the cost of having the Defect corrected, and the cost of correction of the Defect shall be recovered from the Performance Security or any amount due or that may become due to the contractor and other available securities.

D. Cost Control

19. Variations - Change in original Specifications, Designs, Drawings etc.

- 19.1** The Engineer in charge shall have power to make any alterations, omissions or additions to or substitutions from the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work (within the contract amount) and the contractor shall carry out the work in with any instructions which may be given to him in writing signed by the Employer, and such alterations, omission, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work, which the contractor may be directed to do in the manner above specified, as part of the work, shall be carried out by the contractor on the same conditions in all respects on which he agree to do the main work.
- 19.2** The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer in charge shall be conclusive as to such proportion.

20. Extra items

- 20.1** Any such works, arising due to instructions of Engineer in Charge as per clause 19 and which are not in the Scope of Bid, Section-2 ITB / Price break up (Estimated cost breakup) schedule shall be treated as extra items. (approval of Extra items are specified in the Contract Data)

21. Payments for Variations and / or Extra Quantities

- 21.1** The rates for the additional (Extra Quantities), altered or substituted work/ extra items under this clause shall be worked out in accordance with the following provisions in their respective order:-
- a.** The contractor is bound to carry out the additional (Extra quantity), work at the same rates as are specified in the contract for the work.
 - b.** If the item is not in the Price break-up Schedule and is included in the SOR of the department, the rate shall be arrived at by applying the quoted tender percentage on the SOR rate.
 - c.** If the rates of the altered or substituted work are not provided in applicable SOR-such rates will be derived from the rates for a similar class (type) of work as is provided in the contract (**Price break-up Schedule**) for the work.
 - d.** If the rates are for the altered, substituted work cannot be determined in the manner specified in the sub clause (c) above-then the rates for such composite work item shall be

worked out on the basis of the concerned schedule of rates minus/plus the percentage quoted by the contractor.

- e.** If the rates of a particular part or parts of the item is not in the schedule of rates and the rates for the altered, or substituted work item cannot be determined in the manner specified in sub clause (b) to (d) above, the rate for such part or parts will be determined by the Competent Authority as defined in the Contract data on the basis of the rate analysis derived out of prevailing market rates when the work was done.

- f. But under no circumstances, the contractor shall suspend the work on the plea of non-acceptability of rates on items falling under sub clause (a) to (d). In case the contractor does not accept the rate approved by Engineer in charge for a particular item, the contractor shall continue to carry out the item at the rates determined by the Competent Authority. The decision on the final rates payable shall be arrived at through the dispute settlement procedure.

22. No compensation for alterations in or restriction of work to be carried out.

- 22.1 If at any time after the commencement of the work, the Government, for any reason whatsoever, not require the whole or any part of the work as specified in the bid to be carried out, the Engineer in charge shall give notice in writing of the fact to the Contractor and withdraw that whole or any part of the work.
- 22.2 The Contractor shall have no claim to any payments or compensation whatsoever, on account of any profit or advantage which he might have derived from the execution of work in full or on account of any loss incurred for idle men and machinery due to any alteration or restriction of work for whatsoever reason.
- 22.3 The Engineer in charge may supplement the work by engaging another agency to execute such portion of the work, without prejudice to his rights.

23. No Interest Payable

No interest shall be payable to the Contractor on any payment due or awarded by any authority.

24. Recovery from Contractors

Whenever any claim against the Contractor for the payment arises under the contract, the Department shall be entitled to recover such sum by:

- (a) Appropriating, in part or whole of the Performance Security and additional Performance Security, if any; and/or Security deposit and/or any sums payable under the contract to the contractor.
- (b) If the amount recovered in accordance with (a) above is not sufficient, the balance sum may be recovered from any payment due to the contractor under any other contract of the department, including the securities which become due for release.
- (c) The department shall, further have an additional right to effect recoveries as arrears of land revenue under the M.P. Land revenue Code.

25. Tax

- 25.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities. But the rates shall be excluding GST which shall be reimbursed as per prevailing Government Norms.
- 25.2 The liability, if any, on account of quarry fees, royalties, octroi and any other taxes and duties in respect of materials actually consumed on public work, shall be borne by the Contractor.
- 25.3 Any Changes in the taxes due to change in legislation or for any other reason shall not be payable to the contractor.

26. Check Measurements

- 26.1 The department reserves to itself the right to prescribe a scale of check measurement of work in general or specific scale for specific works or by other special orders.
- 26.2 Checking of measurement by superior officer shall supersede measurements by subordinate officer(s), and the former will become the basis of the payment.
- 26.3. Any over/excess payments detected, as a result of such check measurement or otherwise at any stage upto the date of completion of the defect liability period specified in this contract, shall be recoverable from the Contractor, as per clause 24 above.

27. Termination by Engineer in Charge

- 27.1** If the contractor fails to carry out any obligation under the Contract, the Engineer in charge may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.
- 27.2** The Engineer in charge after the approval from the employer shall be entitled to terminate the contract if the Contractor
- a) Abandons the works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the contract;
 - b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
 - c) without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time;
 - d) the Contractor does not maintain a valid instrument of financial Security, as prescribed;
 - e) the Contractor has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;
 - f) If the Contractor fails to deploy machinery and equipment or personnel or set up a field laboratory as specified in the Contract Data.
 - g) if the Contractor, in judgemental of the engineer in charge has engaged in corrupt or fraudulent practices in competing for or in executing the contract;
 - h) Any other fundamental breaches as specified in the Contract Data.
- 27.3** In any of these events or circumstances, the engineer in charge may, upon giving 14 days' notice to the contractor, terminate the contract and expel the Contractor from the site. However, in the case of sub paragraph (b) or (g) of clause 27.2, the Engineer in charge may terminate the contract immediately.
- 27.4** Notwithstanding the above, the Engineer in charge may terminate the contract for convenience by giving notice to the contractor.

28. Payment upon Termination

- 28.1** If the contract is terminated under clause 27.3, the Engineer shall issue a certificate for value of the work accepted on final measurements, less advance payments and penalty as indicated in the Contract Data. The amount so arrived at shall be determined by the Engineer-in-charge and shall be final and binding on both the parties.
- 28.2** Payment on termination under clause 27.4 above, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the contractor's personnel employed solely on the works, and the contractor's costs of protecting and securing the works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.
- 28.3** If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered as per clause 24 above.

29. Performance Security

The Contractor shall have to submit performance security and additional performance security, if any, as specified in Bid data sheet at the time of signing of the contract. The contractor shall have to ensure that such performance security and Additional performance, if an, security remains valid for the period as specified in the Contract data.

30. Security Deposit

- 30.1 Security deposit shall be deducted from the each running bill at the rate as specified in the contract data. The total amount of security deposit so deducted shall not exceed the percentage of contract price specified in the Contract data.
- 30.2 After 50% of Physical Completion, Security Deposit deducted from running bills can be released by replacing it with an equivalent amount of BG with validity up to 3 (three) months beyond the Defect Liability Period/ extended Defect Liability.
- 30.3 The 50 % of the Security Deposit shall be released after 1 year from date of issuance of completion certificate and remaining 50% of the Security Deposit shall be released after Defect Liability Period + 3 Months.

31. Price Adjustment - Deleted

- 31.1 ~~Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with following principles and procedures and as per formula given in the contract data.~~
- ~~(a) The price adjustment shall apply for the work done from the start date given in the contract data upto the end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.~~
- ~~(b) The price adjustable shall be determined during each month from the formula given in the contract data.~~
- ~~(c) Following expression and meaning are assigned to the work done during each month:~~
- ~~R= Total value of work during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month. It will exclude value of works executed under variations for which no price adjustment shall be payable.~~
- 31.2 ~~To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.~~

32. Mobilization Advance

- 32.1 Payment of advances shall be upto 5% of contract price applicable if provided in the Contract Data
- 32.2 If applicable, the Engineer in charge shall make interest bearing advance payment to the contractor of the amounts started in the Contract Data, against provision by the contractor of an unconditional Bank Guarantee in a form and by nationalized/Scheduled banks, in the name as stated in the Contract data, in amounts equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the contractor.
- 32.3 The rate of interest chargeable shall be as per Contract data.
- 32.4 The construction machinery advance, if applicable, shall be limited to 80% of the cost of construction machinery and admissible only for new construction machinery.
- 32.5 The advance payment shall be recovered as stated in the Contract data by deducting proportionate amounts from payment otherwise due to the Contractor. No account shall be taken of the advance payment or its recovery in assessing valuations of work done, variations, price adjustments, compensation events, or liquidated damages.

33. Secured Advance (Deleted)

34. Payment Certificates

The payment to the contractor will be as follows for construction work:

- (a) The contractor shall submit to the engineer monthly statement of the value of the work executed less the cumulative amount certified previously, supported with detailed measurement of the items of work executed as per the Billing Break-up duly checked and verified by PDMC.
- (b) The engineer shall check the Contractor's monthly statement and certify the amount to be paid to the contractor.
- (c) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- (d) The value of work executed shall also include the valuation of variations and compensation events.
- (e) All payments shall be adjusted for deductions for advance payment, security deposit, other recoveries in terms of contract and taxes at source as applicable under the law.
- (f) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (g) Payment of intermediate certificate shall be regarded as payments by way of advance against the final payment and not as payments for work actually done and completed.
- (h) Intermediate payment shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or be considered as an admission of the due performance of the contractor any part thereof, in any respect or the occurring of any claim.
- (i) The payment of final bill shall be governed by the provisions of clause 36 of GCC.

E. Finishing the Contract

35. Completion Certificate

- 35.1 A physical completion certificate in the prescribed format given in Contract data (Annexure –U) shall be issued by the Engineer in charge/ Employer after physical completion of the capital work.
- 35.2 Substantial completion certificate may be issued in case of 80% completion of the project as instructed by the employer. In such case if employer permits for carrying out O&M then pro-rata amount of O&M shall be payable till 100% completion is achieved and completion certificate as per clause 35.1 is issued.
- 35.3 After final payment to the contractor at the end of O&M, a final completion certificate in the prescribed format given in Annexure –V shall be issued by the Engineer In charge/ Employer.

36. Final Account

- 36.1 The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the Contract within 21 days of issue of certificate of physical completion of works. The Engineer shall issue a letter for start of Defects Liability period/O&M period and certify any payment that is due to the Contractor within 45 days of receiving the Contractor's account if it is correct and complete. If the account is not correct or complete, the Engineer shall issue within 45 days a schedule that states the scope of the corrections or additions that are necessary. If the Account is still unsatisfactory after it has been resubmitted, the matter shall be referred to the competent authority as defined in the Contract data, who shall decide on the amount payable to the contractor after hearing the Contractor and the Engineer in Charge/ Employer.
- 36.2 In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 35.2 above, the Engineer shall proceed to finalize the account and issue a payment certificate within 28 days.

F. Other Conditions of Contract

37. Currencies

All payments will be made in Indian Rupees.

38. Labour

- 38.1** The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
- 38.2** The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

39. COMPLIANCE WITH LABOUR REGULATIONS

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

40. Construction Safety

The contractor should be well conversant with technical as well as administrative and legal aspects of safety and judicial pronouncement. The contractor shall all times take all reasonable precautions and safety measures to maintain safety of personnel and property. The contractor shall, at his own expenses and throughout the period of the contract ensure appropriate and suitable arrangements for health, safety and hygiene requirements for the surroundings. The State and Central Government prevailing all Statues in this regard must be complied in letter and spirit throughout the period of contract.

41. Audit and Technical examination

Government shall have the right to cause an audit and technical examination of the works and the final bill of the contract including all supporting vouchers, abstract etc. To be made after payment of the final bill and if as a result of such audit and technical examination nay sum is found to have been overpaid in respect of any work done by the contractor under the contract or nay work claimed by him to have been done under the contract and found not to, have been executed, the contractor shall be liable to refund the amount of overpayment and it shall be lawful for government to recover the same from him in the manner prescribed in clause 24 above and if it is found that the contractor was paid less than what was due to him, under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by government to the Contractor.

42. Death or permanent invalidity of contractor

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

43. Jurisdiction

This contract has been entered into the State of Madhya Pradesh and its validity, construction, interpretation and legal effect shall be subjected to the exclusive jurisdiction of the courts in Bhopal or of the courts at the place where this agreement is entered into. No other jurisdiction shall be applicable.

44. Monthly RA Bills

The payment certificates shall be regulated as per the provisions of clause 34 of the contract.

- 44.1 Upon the signing of agreement the Engineer shall decide the date of submission of monthly statement (RA Bills) as mentioned in clause 34 (a)
- 44.2 The Engineer shall check the Contractor's monthly statement (RA Bills) and certify the amount to be paid to the contractor within 15 days of submission of monthly statement (RA Bills).
- 44.3 The employer shall ensure the payment to the Contractor as per clause 34 (d), (e), (f) & (g) within 25 days of submission of monthly statement (RA Bills).

45. Condition for Blacklisting & Termination

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders.

[End of GCC]

Contract Data

Clause reference	Particulars	Data
1.14	Employer	Nagar Parishad SUTHALIYA
1.15	Engineer	Engineer as notified by Employer (Assistant Engineer / Sub Engineer of respective ULB)
1.16	Engineer in charge	Executive Engineer / Superintendent Engineer of the Concerned Division
1.22	Stipulated period of completion	12 months including rainy season
3	Language & Law of Contract	English & Indian Contract Act 1872
4	Address & contact details of the Contractor	As per Annexure H
	Address & contact details of the Employer/Engineer-phone, Fax, e-mail.	Chief Municipal Officer, Nagar Parishad, SUTHALIYA Ph: 9406560021. mail:cmoppsuth@gmail.com
5	Subcontracting permitted for contract value	25% of the Contract value for PAC more than 5 Cr.
6	Technical Personnel to be provided by the contractor – requirement &	As per Annexure I (Format I-4)
	Penalty, if required Technical personal not employed	Rs. 15,000/- per month
10	Specifications	Annexure E
	Drawings	As per Annexure N
12	Competent authority for deciding dispute under Dispute resolution system	Divisional Superintending Engineer, UADD
	Appellate Authority for deciding dispute under Dispute resolution system	Chief Engineer/ Superintending Engineer (As notified by Engineer-in-Chief, UADD, Bhopal), Directorate UADD, Bhopal
13	Period of submission of updated construction program	30 days upon signing the agreement
	Amount to be withheld for not submitting construction program in the prescribed period	0.20% of the Contract Amount
14	Competent Authority for granting Time Extension	Employer after recommendation of Divisional Superintending Engineer, UADD
15	Milestones laid down for the contract	YES
	If Yes, details of milestones	As per Annexure O
	Liquidated damage	As per Annexure P
17	List of equipment for lab	As per Annexure Q
	Time to establish lab	2 months upon signing the agreement
	Penalty for not establishing field Laboratory	0.20% of the Contract amount till the establishment of Lab
18	Defect Liability Period	60 Months from the date of issue of Completion Certificate

19	Competent authority for determining the rate/Variation	a) For variation in Items/ Components of BOQ within the contract amount – Divisional Superintending Engineer of UADD. b) For Variation in Items/ Components beyond BOQ (new items) within the contract amount- CE / E-In-C of UADD. c) For variation above contract amount – State Level Technical Committee (SLTC).
20	Any other conditions for breach of contract	_____
28	Penalty	Penalty shall include (a) Forfeiture of Security deposit as per clause 30 of General conditions of contract and (b) Recovery of Liquidated damages imposed as per clause 15 (c) Forfeiture of performance security (Guarantee) including additional performance security (Guarantee), if any, as per clause 29 of General conditions of contract,
29	Performance Guarantee (security) shall be valid up to	Upto 3 months from the date of expiry of the Defect Liability Period (DLP), subject to submission of BG for O&M Period.
30	Security deposit to be deducted from each running bill	At the rate of 7 %
	Maximum limit of deduction of security deposit	Up to 7 % of Final contract amount. — Shall be Deducted from each running bill — 5% Released after completing DLP of 5 years + 3 Months — Remaining 2% released after completing 10 years of O&M
	Security deposit (SD) shall be valid up to	Out of total 7% Security Deposit (SD), 5% SD to be released after completing three Months beyond Defect Liability Period of 5 years, and remaining 2% shall be released after successful completion the O&M period of 10 years.
31	Price adjustment formula and procedure to calculate	NOT APPLICABLE
31.1(1)	Price adjustment shall be applicable	NOT APPLICABLE
32	32.1 Mobilization and Construction Machinery Advance applicable	Yes, 5% Mobilization Advance
	32.2 If yes, unconditional Bank Guarantee	In the format prescribed in Annexure - S
	32.3 If yes, Rate of interest chargeable on advance	Interest rate as per notified bank rate on the date of inviting tender
	32.4 If yes, Type & Amount payment that can be paid	1. Mobilization advance-Not more than 5% of contract amount

	32.5 If yes, Recovery of Advance payment	Recovery of Mobilization and/or Construction Machinery advance shall commence when 5% of the contract amount is executed and recovery of total advance shall be done on pro-rata basis and shall be completed by the time work equivalent to 80% of the contract amount is executed. In addition to the recovery of principal amount, recovery of interest shall be carried out as calculated on the outstanding amount of principal at the close of each month. The interest shall be accrue from the day of payment of advance and the recovery of interest shall commence when 5% of the contract amount is executed and shall be completed by the time work equivalent to 80% of the contract amount is executed.
33	33.1 Secured Advance applicable	No Security Advance payable
	33.2 If yes, Unconditional bank Guarantee	In the format prescribed in Annexure-T

	33.3 If yes, Conditions for secured Advance	Not Applicable
	33.4 If yes, recovery of secured advance	Not Applicable
35	Completion certificate- After physical completion of the work	As per Annexure - U
	Final Completion Certificate – after final payment on completion of the work	As per Annexure - V
39	Salient features of some of the major labour laws that are applicable	As per Annexure - W

Annexure – N: Drawings

DRAWINGS

(To be prepared by Contractor and approved by the Chief Engineer/ Engineer in Chief)

Annexure – O: Milestones

DETAILS OF MILESTONES

The time allowed for the carrying out the work, as entered in the tender form shall be strictly observed by the contractor and shall be deemed to be essence of the contract and shall be reckoned immediately from the date of issue of the order to commence the work issued to the contractor.

The work shall throughout the stipulated period of contract be proceeded with all due diligence keeping in view that time is the essence of the contract. The contractor shall be bound in all cases, to complete the following financial target,

- 1/8th of the whole work before 1/4th of the whole time allowed under the contract has elapsed,
- 3/8th of the work before 1/2 of such time has elapsed
- 3/4th of the work before 3/4 of such time has elapsed.

Annexure – P: Compensation for Delay

COMPENSATION FOR DELAY

If the contractor fails to achieve the milestones, and the delay in execution of work is attributable to the contractor, the Employer shall retain an amount from the sums payable and due to the contractor as per following scale –

- i. Slippage up to 25% in financial target during the milestone under consideration – 2.5% of the work remained unexecuted in the related time span.
- ii. Slippage exceeding 25% but up to 50% in financial target during the milestone under consideration – 5% of the work remained unexecuted in the related time span.
- iii. Slippage exceeding 50% but up to 75% in financial target during the milestone under construction – 7.5% of the work remained unexecuted in the related time span.
- iv. Slippage exceeding 75% in financial target during the milestone under consideration – 10% of the work remained unexecuted in the related time span.

Note: For arriving at the dates of completion of time span related to different milestones, delays which are not attributable to the Contractor shall be considered. The slippage on any milestone is if made good in subsequent milestones or at the time of stipulated period of completion, the amount retained as above shall be refunded. In case the work is not completed within the stipulated period of completion along with all such extensions which are granted to the Contractor for either Employer's default or Force Majeure, the compensation shall be levied on the contractor at the rate of 0.05% per day of delay limited to **maximum of 10% of contract price**.

The decision of appropriate authority within the Urban Local Body after scrutiny and recommendation Divisional Superintending Engineer, UADD shall be final and binding upon both the parties.

Annexure – Q: List of Equipment

~~LIST OF EQUIPMENT FOR QUALITY CONTROL LAB~~

~~(As per Annexure I-4)~~

Annexure – R: Price Adjustment

PRICE ADJUSTMENT (Not Applicable)

Annexure – S: Bank Guarantee form for Mobilization

BANK GUARANTEE FORM' FOR MOBILIZATION AND CONSTRUCTION MACHINERY ADVANCE

To,

_____ [name of Employer]
_____ [address of Employer]
_____ [name of Contractor]

In accordance with the provisions of the General Conditions of Contract, clause 31 ("Mobilization and Construction Machinery Advance") of the above-mentioned Contract _____ [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Employer] a bank guarantee to 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 modification of the terms of the Contractor or Works to be performed there under 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 modification.

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.

Yours truly,
Signature and Seal :
Name of Bank/Financial Institution:
Address : '
Date :

* An amount shall be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in Indian Rupees.

Annexure –T: Bank Guarantee Form for Secured Advance

Bank Guarantee Form for Secured Advance (Deleted)

Annexure – U: Physical Completion Certificate

Physical Completion Certificate

Name of Work:

Agreement No. _____ Date _____

Amount of Contract Rs _____

Name of Agency: _____

Used MB No.: _____

Last measurement recorded

a. Page No. & MB No.: _____

b. Date: _____

Certified that the above mentioned work was physically completed on..... (Date) and taken over on..... (Date) and that I have satisfied myself to best of my ability that the work has been done properly.

Date of issue

Executive Engineer

Annexure-V: Completion Certificate format

**Final Completion Certificate
(After completion of O&M period)**

Name of Work:

Agreement No. _____ Date: _____

Name of Agency: _____

Used MB No. _____

Last Measurement recorded

b. Page No. & MB No. _____

c. Date _____

Certified that the above mentioned work was physically completed on _____ (date)

And taken over on _____ (date).

Agreement amount Rs. _____

Final amount paid to contractor Rs. _____

Incumbency of officers for the work

I have satisfied myself to best of my ability that the work has been done properly.

Date of Issue

Executive Engineer

Annexure – W: Salient Features of Some Major Labour Laws Applicable

- (a) Workmen Compensation Act 1923: - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972: - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days'(say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- (c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
 - i. Pension or family pension on retirement or death as the case may be. '
 - ii. Deposit linked insurance on the death in harness of the worker.
 - iii. Payment of P.F. accumulation on retirement/death etc.
- (d) Maternity Benefit Act 1951: - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (e) Contract Labour (Regulation & Abolition) Act 1970: - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is, required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.
- (f) Minimum Wages Act 1948: - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways is scheduled employment.
- (g) Payment of Wages Act 1936: - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979: - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- (i) Payment of Bonus Act 1965: - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus 'within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- (j) Industrial Disputes Act 1947: - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

- (k) Industrial Employment (Standing Orders) Act 1946: - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and gets these certified by the designated Authority.
- (l) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations o employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
- (n) Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979: - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.
- (o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as. may be modified by the Government., The Employer of the establishment- is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the-work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- (p) Factories Act 1948: - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. it is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

CONSTRUCTION SAFETY

- 1) IS: 3696(Part-1, 2) Safety code for scaffolds and ladder
- 2) IS: 3764 Safety code for excavation work
- 3) IS: 7205 Safety code for erecting of structural steel work
- 4) SP: 70-2001 Handbook on Construction Safety Practices

On all excavation work, safety precautions for the protection of life and property are essential: While measures to avoid inconveniences to the public are desirable. Such measures and precautions include the erection and maintenance signs (to forewarn public), barricades, bridges, and detours: placing and maintenance of lights both for illumination and also as danger signals, provision of watchmen to exclude unauthorized persons particularly children, from trespassing on the work: and such other precautions as local conditions may dictate.

Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is

used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to $1\frac{1}{4}$ horizontal and 1 vertical.)

Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.

Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)

Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. ($11\frac{1}{2}$ ") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

(a) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

(b) Safety Measures for digging bore holes:-

If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;

During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work.

Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;

After drilling the bore well, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;

After the completion of the bore well, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;

After the bore well is drilled the entire site should be brought to the ground level.

Demolition - before any demolition work is commenced and also during the progress of the work, (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.

All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably be provided:--.

(i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles

(ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.

Those engaged in welding works shall be provided with welder's protective eye shields.

Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :- Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.

At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.

Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.

Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.

Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.

The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.

No smoking or open flames shall be allowed near the blocked manhole being cleaned. (h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.

Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.

Gas masks with Oxygen Cylinder should be kept at site for use in emergency.

Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.

The workers shall be provided with Gumboots or non sparking shoes, bump helmets and gloves, non sparking tools, safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.

Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.

If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.

The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.

The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:

- (a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.

Overall shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

An additional clause (viii)(i) of Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :

White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.

Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray. Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.

Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

Overall shall be worn by working painters during the whole of working period.

Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.

Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority.

The employer may require, when necessary medical examination of workers. (ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

When the work is done near any place where there is risk of drowning, all necessary equipment's should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:-

(a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.

In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in- Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Engineer-in-Charge or their representatives.

Notwithstanding the above clauses from (1) to (14), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

Part-II Special Conditions of Contract [SCC]

1. GENERAL:

The special conditions are supplementary conditions to the TENDER and shall form the part of the contract.

- 1.1 It shall be the responsibility of BIDDER/Contractor to co-ordinate with Various line departments such as Pollution Control Board to apply and obtain CTE and CTO for STPs, Traffic authority, Railways, MPRDC, M.P. Electricity Board, Telephone authority, various authorities including Public Health Engineering, Water resource Department for obtaining necessary permissions regarding crossing of road/railway tracks, shift of various types of public utilities like existing pipe line, sewer line, cable etc. as may be required for the due fulfillment of the obligations under this contract. Nagar Parishad SUTHALIYA shall deposit all charges including charges for Electric Connection, Crossing of Railway and Road way etc. as may be necessary for seeking required permissions from different authorities but it shall be the primary responsibility of the contractor/firm to pursue with various authorities and obtain the permissions at the earliest. If as a result of excavation of trenches the underground services such as water main electric telephones cable, sewer lines become naked and unsupported it shall be the responsibility of the contractor to make suitable and necessary arrangement as per direction of the Engineer-in-Charge for their protection and no extra payment on this account will be made to the contractor. Any damages caused to the above mentioned underground services due to negligence of the contractor or otherwise the same shall be made good by the contractor at his own cost.

2.0 Accuracy of Lines, Levels and Grades

- 2.1 The various works shall be done true to line, level and grade. The periodical checking of these by the Engineer or Engineer's representative shall not absolve the Contractor of his responsibility regarding their accuracy. In case of any deviation or discrepancy in line, level or grade at the meeting faces, the contractor shall make good the discrepancy at his own cost and without any compensation for the additional work if any involved. Whenever such a discrepancy is found to arise at the junction of works being carried out by different Contractors the responsibility to set right their respective discrepancies shall be fixed by the Engineer whose decision shall be final and binding on the Contractors concerned. Engineer shall further have the unquestioned right if need be to rectify the discrepancies and recover the cost from the Contractor or Contractors according to proportions as he May consider reasonable.
- 2.2 The details of location and the nearest permanent bench marks. Reference Grid Marks shall be obtained by the Contractor in writing from the Engineer. Temporary bench mark for day to day use shall be fixed with reference to above permanent bench marks with double leveling. The Grid Co-ordinates and its references May be obtained from the Engineer.

3.0 Arrangements of Water and Electric Power

Arrangement for water and electric power required by the Contractor for the works shall be made by him at his own cost. Employer will however recommend to the State Electricity Board for giving the connection and power to the Contractor. However the Employer will bear no responsibility in this respect.

4.0 Measures for Prevention of Fire

- 4.1 The Contractor shall not set fire to any standing Jungle, trees, brush wood or grass without a written permission from the Engineer.
- 4.2 When such permission is given and also in all cases when destroying out of dug trees, brush wood, grass etc. by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.
- 4.3 Any damage caused by the spreading of such fire, whether in or beyond limits of the Employer's property, the amount of the damage shall be recovered by the Engineer from the Contractor's Bills

as damages or deducted by any other duly authorized officer from any sums that May be due or become due from the Employer to the Contractor under the contractor otherwise.

- 4.4 The Contractor shall bear the expenses of defending any action or law proceedings that May be brought by any person by injury sustained owing to neglect of precautions to prevent the spread of fire and shall pay any damage and cost that May be awarded in consequence.

5.0 Site Order Book

A site order book shall be kept at the Employer's office on the site of the work. As far as possible all orders regarding the works are to be entered in this book. All entries therein shall be signed by the Engineer on his representative and the contractor or his authorized representative. In important cases the Engineer will countersign the entries which have been made. The site order book shall not be removed from the work site except with written permission of the Engineer and the Contractor or his representative shall be bound to take note of all instructions and directions meant for the Contractor as entered in the site order book without having to be called on separately to note them. The Engineer shall submit periodically copies of the remarks in the site order book to the Employer for record and to the contractor for submitting compliance report.

6.0 Foundations Depth/Levels.

The drawings indicate the general foundation levels to be adopted for the different conditions of the structures. During execution these levels May be modified to suit the site conditions. The Contractor shall not be liable to any compensation for any minor delays on this account. However this May be considered for granting suitable extension in the completion period if necessitated by such events.

7.0 Approach Road

Necessary approach roads for various construction of components of the work like Sump well, STP, Main pumping house etc. shall be satisfactorily constructed and maintained by the Contractor at his own cost.

8.0 Regulation and Bye-Laws

The contractor shall conform to the regulations, bye laws or any other statutory rules made by any local authorities or by the Government and shall protect and indemnify the Employer against any claims or liability arising from or based on the violations of any such laws, ordinance, regulations, orders and decrees etc.

9.0 Contractor to use Excavated Hard Rock

All useful materials like hard rock etc. excavated by the Contractor at site shall be the property of Employer and shall be deemed to be issued to the Contractor at the issue rate of Rs. 200/- per cum. It shall be binding on the Contractor to use it as rubble, metal aggregate etc. after breaking into the required size for concrete work and as directed by the Engineer in charge.

10.0 Income Tax

During the course of contract period, deductions of Income Tax shall be made at the prevailing rate of Department of Income Tax Government of India and as revised from time to time as per the advice of Income Tax authorities.

11.0 Supply and Arrangement of Materials

- (1) The contractor shall make his own arrangement for supply of materials including cement and steel. The contractor shall be responsible for all transportation and storage of the

materials at site and shall bear all the related costs. The Engineer shall be entitled at any time to inspect or examine all such materials. The contractor shall provide reasonable assistance for such inspection or examination as May be required.

- (2) The contractor shall keep an accurate record of use of materials like cement and steel used in the works in a manner prescribed by the Engineers.

12.0 Cement

- (a) The Contractor shall stock his requirement so as to ensure utilization of cement within 60 days but in no case later than 90 days Cement older than the period aforesaid shall not be used on any work except with the written permission of the Engineer, and after satisfactorily passing such test as he may specify. The Contractor shall forthwith remove from the work such cement that

Engineer has not allowed. The final disposal of such cement shall comply with the rules in force at the time and as the Engineer may approve

- (b) Large stocks of cement shall not be kept at the works but only sufficient quantities shall be kept to assure continuity of the work. The Contractor shall provide and maintain efficient water proof storage sheds for cement on the site of work. It shall be stacked on the platform 30 cms. above the floor level and shall be covered with tarpaulin or any other impervious covering materials in order to protect the cement bags from moisture. The cement shall be neatly stacked in an orderly manner so as to allow an easy access and count. The arrangement of storage and utilization shall be such as to ensure the utilization of cement in the order of its arrival at the stores and the Contractor shall maintain satisfactory records which would at any time show the date of receipt and proposed utilization of cement lying in the stores at site.
- (c) The Engineer shall at all time have access to the stores at sites of the Contractor. He shall have authority to check and examine the method of storage, record accounting and security provided by the Contractor. The Contractor shall comply with instructions that may be issued by the Engineer in this connection. The Contractor shall further at all times satisfy the Engineer on demand and by the production of records and books or submission of returns and proforma or by other proofs that may be demanded that the cement brought from the approved manufacturer with date of receipt & consumption etc. The Contractor shall at all times keep his records up to date to enable the Engineer to apply such checks as he may desire to impose.

The contractor shall provide a double locking arrangement to the store the key of one of the locks being with the Engineer or his representative at site. The Engineer or his authorized agent will have the authority to verify the stocks and check the consumption in any manner he thinks proper.

13.0 Special Condition Regarding Conditional TENDER

Conditional Tender shall not be considered.

14.0 Design and Drawings

- (1) Bidder shall carry out detail survey and soil investigations (including soil test) as may be required for preparation of detail designs and drawings.
- (2) All Surveys, Project design and drawing shall be submitted and approved by the Contractor within 4 months of award of contract. Any observations/corrections in the submitted design and drawing shall be intimated to the contractor in 15 Days, then submitted to IIT/NIT/any government engineering college for vetting / examination through letter from Municipal Commissioner/CMO. In addition to these all designs & electro-Mechanical details shall also be vetted by the Technology Provider. The observations made by the examining institute shall be duly incorporated by the Contractor without any claims whatsoever in this regard. Thereafter, the drawing duly vetted by NIT / IIT / any government engineering college shall be submitted to office of Engineer in chief for final approvals. The delay in approvals on account of Engineering college/UADD shall not be accountable to the contractor. However, any delay in submission of drawing or delay in payment of fees to IIT / NIT will be considered on the part of contractor.



- (3) The approved drawings shall remain in the sole custody of the Employer. The Contractor shall obtain and make at his own expense any further copies required by him. At the completion of the contract the Contractor shall return to the Employer all Drawings provided under the Contract.

- (4) "The DPR Shall be referral document for the assessment of the work to be executed. However, the contractor shall prepare the execution drawings after surveying and designing of system / work to be executed. He shall be fully responsible for any discrepancies, errors or commissions in the drawings and other particulars, whether such drawings and particulars have been approved by the competent Authority. The contractor shall be fully responsible to ULB for any loss/damages/failure to part of work for which drawings and designs have been prepared by the contractor notwithstanding the design and drawings proof checked by the design consultant / Engineer or otherwise."

- (5) "Even though the design and drawings are approved by the competent authority, the contractor shall be fully responsible for the technical and arithmetical correctness and soundness of the design and drawings and for the safety of works executed on the basis of such approved design and drawings and to the damages or failure of the work."

One copy of the Drawings to be kept on Site.

- (6) One copy of the Drawings furnished to the Contractor as aforesaid, shall be kept by the Contractor on the site and the same shall at all reasonable times be available for inspection and use by the Engineer and the Engineer's Representative and by any other person authorized by the Engineer in writing.
- (7) The work shall be carried out as per the design and drawing prepared by contractor and approved by competent authority. However, contractor shall not be absolved from the obligations and responsibilities of the due diligence for achieving the desired objectives as per the scope of bid ITB-Section 2.

Disruption of Progress

- (8) The Contractor shall give written notice to the Engineer whenever planning or progress of the works is likely to be delayed or disrupted unless any further drawing or order, including a direction, instruction or approval is issued by the Engineer within a reasonable time. The notice shall include details of the drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

Delay and Cost of delay of Drawings

- (9) If, by reason of any failure or inability of the Engineer to issue within a time reasonable in all the circumstances any drawing or order required by the Contractor in accordance with sub-clause (3) of this Clause, the Contractor suffers delay then the Engineer shall take such delay into account in determining any extension of time to which the Contractor is entitled under Clause 44 hereof. However the Contractor shall not be entitled to any compensation for such delay, except extension of time.

Further Drawings and Instructions

- (10) The Engineer shall have full power and authority to supply to the Contractor from time to time during the progress of the Works such further drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works The Contractor shall carry out and be bound by the same.

- (11) As Built drawings in GIS: The Contractor after completion of the works, shall submit As-built drawings of SBM (U) 2.0 Projects duly verified and checked by Engineer in charge in GIS Layer, shape file layers, in projection (Latitude & longitude). The location of completed works and alignment shall be marked in the drawing and it shall represent true locations at site. The soft copy of drawings in GIS software and required sets in Hard copy shall be submitted to Engineer in Charge after final approval.

At the time of submission of Running bills, As-built Drawing in soft and Hard copy of the executed work duly checked and verified by Engineer in Charge shall be submitted in shape file layers, in projection (Latitude & longitude) and scale, and files must have proper attribute table, with following items,

1. As built pipeline along the road indicating Left side/Right side of road and also mark direction of flow / Diameter of pipe, location of MH, Chambers, valves, all in projection (Latitude - longitude and depth).
2. Location of STP / IPS shall be geo tagged and with latest photographs of construction.

15.0 Road Cutting and Restoration: - Contractor shall ensure that only road cutters should be used while laying utilities.

16.0 Operation and Maintenance

Contractor shall operate and maintain the interception & diversion based Sewage treatment project as the case may be as mentioned in Annexure Y, of Nagar Parishad SUTHALIYA for 10 years after successful completion of works, for which Contractor shall be paid separately. The details of the operation and maintenance along with the payment are given in O&M Annexure. After commissioning of the sewage treatment plant, technology provider should inspect the plant once again and submit their observations / finding report to the ULB / Owner.

17.0 Sufficiency of TENDER

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his TENDER for the Works and of the rates and prices of various Quantities and the Schedule of Rates and Prices, if any, which TENDER rates and prices shall, except in so far as it is otherwise provide in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and maintenance of the Works. If, however, during the execution of the Works the Contractor shall encounter physical conditions, other than climatic conditions on the Site, or artificial obstructions, which conditions or obstruction could, in his opinion, not have been reasonable foreseen by an experienced contractor the Contractor shall forthwith give written notice thereof to the Engineer's Representative and if in the opinion of the Engineer, such conditions or **artificial** obstructions could not have been reasonably foreseen by an experienced contractor, than the Engineer shall certify and the Employer shall pay the additional cost to which the Contractor shall have been put by reason of such conditions, including the proper and reasonable cost. However the Engineer in charge decision shall be final & binding.

17.0 SCADA & Instrumentation Works

Bidder shall submit the satisfactory performance certificate of their SCADA System Integrator/SCADA subcontractor, which should have minimum one satisfactory performance certificate with successful commissioning for wastewater/Sewerage scheme during last 5 financial years with any Government/Semi Government/PSU Department within the country. Satisfactory performance certificate shall be vetted by concerned Executive Engineer or upper rank officer of department.

18.0 Laying of Pipeline

- 17.1 In case the pipelines are to be laid under the existing roads / lanes/Bye-lanes, the dismantling of existing roads/lanes/bye-lanes shall be made in such a way that after laying of pipes or other such structures that are required to be constructed / placed under the road, the road /lanes/bye-lanes shall be restored to the original position. This mean that if prior to proposed construction, the road was Black topped with specific composition of the pavement than after construction, the road shall be constructed by the contractor with the same composition and specifications. This will also apply for concrete road or any other surface of roads.
- 17.2 The laying of pipes or other structures under the road is likely to involve public inconvenience such as interruption to traffic or interference in normal right of way. The Contractor shall ensure that because of the execution of work minimum possible public inconvenience is caused. For ensuring this, pipeline laying and road reconstruction work shall be carried out and completed in lengths specified by Employer (not more than 250 mtr. in one defined stretch of road) The further excavation, dismantling of road and laying of pipes in the same stretch of road shall not be started unless the earlier work of laying has been completed with full reconstruction of roads. The scheduling of work shall be got approved by the Engineer In Charge.

19.0 Interception & Diversion Works

The Employer shall carry out and be responsible for the review of contractor's design and redesign where necessary; and construction of the diversion structure across nallah/drain along with intercepting sewer laid for conveying the sewage from nallah/drains up to the Sewage Treatment Plant and including Sewage lifting and pumping stations and all appurtenant structures forming a part of both the New/Existing Sewerage Infrastructure and be responsible for its performance. The Contractor's work and services as part of the "Design-Build Services" shall cover all necessary or desirable services / activities for the design and construction of the Interception & Diversion Works and all allied works in accordance with and as contemplated by the Design-Build Documents and the Technical Standards including,

- a) The design / redesign services in respect of I&D works and allied appurtenant structures such as manholes, vent shafts etc., including design, alignment, layout, installation, all civil works, construction drawings and environmental and social assessments; social, safety and environmental safeguards in respect of the Sewage pumping stations and all allied works including operations process, hydraulic, electrical, instrumentation, mechanical and piping design, all civil, mechanical, electrical and piping drawing including architectural & construction drawings and environmental assessment with necessary mitigation measures. The contractor shall propose its own structural design and configuration for SPS and the design will be subject to approval of the as specified in this document.
- b) The building and construction work and services in respect of the Sewerage Network and all allied works such as Pump stations, road restoration etc.

20.0 For STP

The Contractor shall be obligated to design the Sewage Treatment Plant (STP) in accordance with the actual characteristics of the raw sewage as determined at the site. Such site-specific sewage parameters shall constitute the basis for the engineering design and shall be deemed binding for all design-related obligations under this Contract.

The employer shall carry out and be responsible for the Design, redesigning and construction of the STP and all allied appurtenant structures. The Contractor's work and services as part of the "Design-Build Services" shall cover all necessary or desirable services / activities for the Design and construction of the STP and all allied works in accordance with and as contemplated by the Design-Build Documents and the Technical Standards including the Design services in respect of the STP and all allied works including treatment process, hydraulic, structural, electrical, instrumentation, mechanical and piping Design, and all civil, mechanical, electrical and piping drawing including architectural & construction drawings and environmental assessment with necessary mitigation measures.

The trial run of a sewage treatment plant must be conducted for a minimum duration of three months by the contractor prior to the application for Consent to Operate (CTO) from the Madhya Pradesh Pollution Control Board (MPPCB). This stipulation is in accordance with legislative requirements aimed at ensuring thorough testing and assessment of the plant's functionality, operational efficacy, and compliance with environmental standards before granting operational authorization.

**Chief Municipal Officer,
Nagar Parishad SUTHALIYA**

SECTION 4

Price Break-Up Schedule

PAC ₹272.96Lakhs

S. No	Name of the work Commissioning & Performance				Estimated Cost in Lakhs	Pro- rata Share in %	
1	Providing and Laying non-pressure (NP3) RCC socket & spigot pipes with rubber gasket joint including testing of joints.				0.62	0.23	
	S.No	Diameter (mm)	Pipe Material	Length (m)			Rate (Rs.)
	1	500 mm dia	RCC NP 3	10			2533
	Providing, laying, jointing & testing of socket & spigot centrifugally cast (Spun) Ductile Iron pressure pipes with inside cement mortar lining (class K-7) with suitable Rubber Gasket (Push on) joints as per IS:5382/85 including testing of joint.						
	S.No	Diameter (mm)	Pipe Material	Length (m)			Rate (Rs.)
	1	150 mm dia	DI-K7	20			1686
Add 10% for Specials, Specials, Fittings, Valve Chambers, Interconnection etc.				2533			
2	Sewage Treatment Plant (STP) Constructed Wetland				217.83	79.80	
	Design, providing, construction, installation, commissioning, and peration of Nature Based composite ECO-Constructed Wetland (ECO-CW) / Phytoremediation based STP, During DLP all repair works, replacement of dead plants will be carried out at no cost. The STP will be for treatment of typical domestic sewage having pH in the range of is 5.5 to 9.0, BOD max 200 mg/L, TSS max 500 mg/L, COD max 450 mg/L, total N-15-20 mg/L and P-10 mg/L as feed without any contamination of industrial waste. If raw sewage characteristics observed as per test (conducted before designing STP) are more critical than the above-mentioned characteristic, then same shall be used for designing of Sewage Treatment Plant (STP) Quality of treated water will meet the parameters as specified under table 'A' below when treatment plant scope is limited to primary and secondary treatment steps described herein. In addition to the above, advance level treatment to be added for meeting treated water quality specified in table 'B' below. Drawings: Site specific detailed drawing with plan, sections, hydraulic drawing, P&I diagram. Primary Treatment: Should include properly designed following components - Screen Chambers with RT 3 min or velocity 0.6 m/s with manual Bar Screen (Coarse Screen made in SS304 with opening of 15-20 mm) - Intake Well with minimum RT of 3 times peak flow of sewage per hour below average invert level of 1.5m. Screen Chambers with RT 3 min or velocity 0.6 m/s with manual Bar Screen (Fine Screen made in SS304 with opening of 10 mm) Oil and Grease Trap with						

		RT of 10 min and with oil and grease removal installed. Grit removal system (for 1 MLD and above sizes) Secondary Treatment: VASFGMT (Vertically Alternating Subsurface Flow Graded Media Trapezoidal) planted bed with minimum RT of 18 h of				
		S.No	STP Capacity	Unit	Quantity	Rate (Rs.)
		1	0.8 MLD	No's	1	21782410
3		Reuse Plan for suthaliya Liquid waste Management Scheme considering 20% of Treated Sewage water to be reused				
		Providing, laying, Jointing & field testing of High Density Polyethylene pipes, (HDPE) confirming to IS 4984/ 14151/ 12786/ 13488 with necessary jointing material like mechanical connector or jointing pipes by heating to the ends of pipes with the help of Teflon coated electric mirror/ heater to the required temperature and then pressing the ends together against each other, to form a monolithic & leak proof joint by thermosetting process. It may be required to be done with Jacks/Hydraulic Jacks/ But fusion machine. (50mm & above fusion jointed & below 50mm mechanical jointed).				
		S.No	Diameter (mm)	Pipe Material	Length (m)	Rate (Rs.)
		1	110 mm dia	HDPE PN6	100	354
		Add 10% for Specials, Specials, Fittings, Valve Chambers, Interconnection etc.				3540
		R.C.C. Ground Service Reservoirs & Sumps				
		S.No	Sump Capacity	Unit	Quantity	Rate (Rs.)
		2	50 KL	No's	1	545800
		Supply, delivery at site with necessary packing, receiving, unloading, shifting, storing, installation, testing and commissioning of Horizontal Centrifugal Split Casing pumps with motor, CI casing and casing ring, SS 316 impeller, SS 410 Shaft and shaft sleeve, coupling guard, common base plate, foundation bolts etc. complete with all respect as per the specification.				
		Discharge 20 to 30 LPS and head 20 to 30 M			1 EACH	132135
4		Construction of Interception diversion structure				
	1	Construction of Interception diversion structure -01				507459.51
5		Catch Basin				
	1	Construction of Catch Basin 1.5 W x2Lx1H m			1.0 Nos	207089.096
5		Boundary wall				
	1	Construction of Boundary wall Length-150 M Height -2.M .			1.0 Nos	860314.96

6	Civil Work for Pumping & Sewerage Works				0.27	0.10
	1	Earth work in excavation for foundation, trenches for pipes / cables or drains etc. by mechanical means / manual means (exceeding 30cm in depth.) including ramming of bottom, dressing of sides, disposal of excavated earth including of all lift and lead upto 50m. Disposed earth to be levelled and neatly dressed.	92.5 CUM	151		
	2	Filling by available excavated earth (excluding rock) in trenches, plinth, sides of foundation etc. in the layers not exceeding 20 cm in depth, consolidating each deposited layer ramming and watering, lead upto 50m and lift up to 1.5 m.	42.73425 CUM	89		
	3	Filling with moorum for pipe bedding or over the pipe including supply of moorum/sand	478.275 CUM	720		
7	HT Feeder Line				31.32	11.47
	S. No.	Particular	Quantity	Rate (Rs.)		
	2	Providing 33 kV or 11 kV HT feeder line feeder connection from nearest Tap point to Sub-station on H-Beams 152X152 mm, 37.1 Kg/Mtr. Long supports using Specified conductor with average span of 40 mtr. for running of pumpsets of raw water pumphouses all complete as per Specifications and MPEB regulations.	1.0 km	3131152.30		
Total					272.96	100.0

Note:

- 1.0 Under this agreement, it is clarified that any payment for the work of intercepting Sewer lines, Manholes, Earthwork, Road reconstruction, I&D structure (includes lining of Nallah, Pumping station, Gates, etc), and HT feeder line for any executed quantity shall only be made on the item rates given against each item of the work, after these given rates are adjusted by a factor explained in point no. 2 below. Accordingly, the total lump sum accepted tender cost shall be adjusted as per actual work done under these items. Thus, any increase or decrease in the work described above (Pipe line, Road reconstruction, I&D structures and HT feeder line) shall be paid or deducted from the total agreement cost of the work on the basis of the unit rates of actual quantities of these items executed.
- a) For given scope of work payment for Sewage Treatment Plant (STP) and Pumping Station shall be Lump-sum on pro-rata % as shown in price break up schedule. (For Sewage pumps, if there is any change in the Pump head, no additional payment shall be made)
 - b) The variation in STP/IPS shall be considered in the case of change in design population/ Capacity.
 - c) The Technology proposed for STP shall be proven.
 - d) If contractor proposes additional pumping stations in the network, no additional payment shall be made and contractor has to bear additional cost due to changes.
 - e) No additional payment shall be paid / deducted for decrease/ increase in the capacity of STP, if overall capacity of STP remains same.
- 2.0 The final rates of above items shall be the rates plus or minus the overall percentage of the approved lumpsum tender cost. If the accepted cost of this tender is "x" then all the above mentioned rates shall be adjusted by a factor of "x" / () and the increase/reduction shall be done on the basis of such adjusted rates.
- 3.0 As per clause 19 of section 3, GCC- part 1, if any order for change of scope is issued the contractor shall be liable to execute quantities more than the above quantities, if required as per site conditions and payment for such excess work shall also be made on the adjusted rates mentioned in point no. 2 above.
- 4.0 The Contractor shall be responsible for road reconstruction of pipe trenches till one rainy season. In case of any repair to be made because of bad quality of construction the same shall be made good without any extra cost. The road cutter shall be used for Road cutting.
- 5.0 The Contractor shall construct boundary wall along the boundary of Sump well and STP.
- 6.0 The scope of work includes crossing of Railway/ Highway as may be required for laying of pipeline. No extra payment shall be made to the contractor for doing the same.

SECTION 5
AGREEMENT FORM
AGREEMENT

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 WITNESSED as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred' to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments 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 contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.
 1. NIT with all amendments.
 2. Instructions to Bidders.
 3. Condition of Contract
 - i. Part I General Condition of Contract and contract data: and
 - ii. Part II Special Condition of Contract
 4. Specification
 5. Drawings,
 6. Price Break up schedule (Estimate for break-up)
 7. Billing Break-up (Payment schedule)
 8. Technical and Financial Bid
 9. Letter of Acceptance
 10. Agreement and
 11. Any other document(s), as specified (Detailed project report)

In witnessed whereof the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of affixed in the presence of:

Signed, Sealed and Delivered by the said _____ in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

SECTION-6
Annexure -X: Billing Breakup
BILLING BREAK-UP

For I&D works (1.86% of the total sanctioned cost)

1. 15% shall be payable on Excavation work as per actual work done on unit rate basis.
2. 30% shall be payable on completion of Substructure work.
3. 40% shall be payable on completion of Superstructure work.
4. 10% shall be payable on Testing of the work.

For Catch Basin (0.76% of the total sanctioned cost)

1. 15% shall be payable on Excavation work as per actual work done on unit rate basis.
2. 30% shall be payable on completion of Substructure work.
3. 40% shall be payable on completion of Superstructure work.
4. 10% shall be payable on Testing of the work.

For Rising main& Gravity main construction (0.33% of the total sanctioned cost)

1. 75% shall be payable on civil construction as per actual work done on unit rate basis.
2. 15% shall be payable after successful Testing of the connection.
3. 5% shall be payable after completion of the whole work and trial run for a period of 1 month

For Sewage Treatment plant (79.8% of the total sanctioned cost)

A) Civil works (70%)

1. 15% shall be payable after completion of excavation and foundation works.
2. 15% shall be payable after completion of works upto ground level on pro rata basis
3. 50% shall be payable on super structure work on pro-rata basis (i.e, with the on progress of work).
4. 10% shall be payable on Successful Testing.
5. 5% shall be payable after completion of the whole work and trial run for a period of 1 month (At least 25% design sewage flow should come to STP).

B) Mechanical works (20%)

1. 50% shall be payable after supply of all Mechanical equipment's.
2. 30% shall be payable after erection, installation of all mechanical items.
3. 10% shall be payable on Successful Testing.
4. 5% shall be payable after completion of the whole work and trial run for a period of 1 month

C) Electrical and SCADA works (10%)

1. 50% shall be after supply of all Electrical equipment.
2. 30% shall be payable after erection, installation of all electrical items.
3. 10% shall be payable on Successful Testing.
4. 5% shall be payable after completion of the whole work and trial run for a period of 1 month

For HT Feeder Work (11.47% of the total sanctioned cost)

1. 75% Payment for Electrical work shall be made as per actual work done on unit rate basis
2. 10% shall be payable after successful Testing of the connection.
3. 10% shall be payable after completion of the whole work and trial run for a period of 1 month

For Reused Sump system (2.63% of the total sanctioned cost)

A) Civil works (70%)

1. 15% shall be payable after completion of excavation and foundation works.
2. 15% shall be payable after completion of works upto ground level on pro rata basis
3. 50% shall be payable on super structure work on pro-rata basis (i.e, with the on progress of work).
4. 10% shall be payable on Successful Testing.
5. 5% shall be payable after completion of the whole work and trial run for a period of 1 month (At least 25% design sewage flow should come to STP).

B) Mechanical works (30%)

1. 50% shall be payable after supply of all Mechanical equipment's.
2. 30% shall be payable after erection, installation of all mechanical items.
3. 10% shall be payable on Successful Testing.
4. 5% shall be payable after completion of the whole work and trial run for a period of 1 month

For Boundary Wall works (3.15% of the total sanctioned cost)

1. 15% shall be payable on Excavation work as per actual work done on unit rate basis.
2. 30% shall be payable on completion of Substructure work.
3. 40% shall be payable on completion of Superstructure work.

4. 10% shall be payable on Testing of the work.

As-Built drawings (5% of total sanctioned cost) Payment will be made after approval of As-built drawings

Annexure-Y: Operation & Maintenance

The contractor shall be responsible for the operation and maintenance of the project for a period of 10 years from the date of successful completion of the work. During O&M all the expenses for repairs, replacements & consumables except electricity (to be borne by ULB up to the limit as given below) shall be on the part of contractor. It shall be the responsibility of contractor that the system runs at desired capacity and efficiency during the O&M period. ULB shall extend all the necessary support to the contractor for fulfilling the Obligations for operating and maintaining the system successfully. During O&M the scope of Contractor shall be to operate and maintain the entire system and Sewage Treatment plant.

Details of the operation and maintenance are given below

- 1 Repairs and replacements in each and every component of proposed interception & diversion system of SUTHALIYA town including I&D structure, network, sewerage treatment plant, pump houses, force main/rising main, gravity main so that desired quantity of wastewater should be collected from 2number of drains.
- 2 Consumables in the form of chemicals as may be required for treating wastewater.
- 3 Electrical expenditure shall be borne by Nagar Parishad SUTHALIYA as per actual. however bidder shall ensure that the combined efficiency of motor and pumps should not be less than 70% during O&M period.
- 4 It shall be the responsibility of the contractor that the wastewater collected at inlet of STP should be made at desired quantity & STP shall run at desired efficiency as per CPHEEO manual.
- 5 Contractor shall keep the premises of STP, pump houses and IPS / PS clean and tidy.
- 6 The Contractor shall be responsible for maintaining the premises of the Sewage Treatment Plant (STP) in accordance with the standards and requirements prescribed by the Madhya Pradesh Pollution Control Board (MPPCB). Additionally, the Contractor shall ensure the development of a green belt by planting an adequate number of trees and plants within the premises.
- 7 Suitable penalties for non-adhering service level benchmark shall be imposed on the contractor.
- 8 The Contractor shall hand over all project facilities to the Nagar Parishad SUTHALIYA in the same condition as originally constructed and handed over on the first day following execution of the contract.
- 9 Any penalty or additional electrical expenses for non-adhering, non-installation of capacitor banks, less combined efficiency of motor and pumps shall be chargeable to bidder.

A brief detail is given in Service level agreement.

Sr.No	Designation	No	Salary	Salary/month	Units
1	Cost of Manpower				
	Project manager	1	25,000	25,000	Rs.
	Operator	1	12,000	12,000	Rs.
	Helper	1	12,000	12,000	Rs.
	Watchmen	1	12,000	12,000	Rs.
	Total	4		61,000	Rs.
	Salary per month			61,000	Rs.
	Salary per Annum			7,32,000	Rs.

	Salary per Annum			7.32	Rs. Lakhs
2	Cost of Chemical				
	Chlorine Quantity			16	kg/day
	Cost of Chlorine per kg			15	Rs./kg
	Facultative Microbial Quantity			0.8	Gm/day
	Facultative Microbial per kg			300	Rs./kg
	Total Cost for chlorine			480	Rs per day
	Total Chemical costs per Annum			1,44,000	Rs. per Annum
	Total Chemical costs per Annum			1.44	Rs lakhs per annum
3	Cleaning and Sludge Disposal				
	Quantity of Coarse Screenings			0.3	cum per day
	Amount of Coarse Screenings			24	Rs per day
	Quantity of Fine Screenings			0.3	cum per day
	Amount of Fine Screenings			24	Rs per day
	Quantity of Grit			0.2	cum per day
	Amount of Grit			16	Rs per day
	Total Amount for Cleaning and Sludge Disposal			64	Rs per day
	Total Amount for Cleaning and Sludge Disposal per Annum			23,360	Rs. per Annum
	Total Amount for Cleaning and Sludge Disposal per Annum			0.2336	Rs lakhs per annum
	Grand Total (1+2+3)			8.99	Rs lakhs per annum

Table a: Cost of O&M

#The above calculations are based on the components of the project and the Sewage Treatment Plant (STP) technology as outlined in the Detailed Project Report (DPR)

The Bidder/Contractor shall employ following minimum Manpower for the O&M of the project. Prior approval of ULB is required before deployment. Bidder shall accommodate the manpower available with ULB, If any. (Bidder/Contractor shall be employing other staff as per requirement) In case of deployment of ULB staff, suitable deduction shall be made thereof @ minimum wages prescribed in the above table. following is the minimum staff required for the assignment. The minimum wages to be paid to staff shall be as per State/Central Government guidelines.

Details of Suggested Staff to be deployed by contractor for Operation and maintenance of the project,

S.No.	Particulars	Minimum Qualification	Experience	Nos.
1.0	Project Manager	Diploma or Bachelor's Degree in environmental engineering/ Civil/ Mechanical or greater	2 years Minimum for Diploma holder 1 years Minimum for Under Graduate	1
2.0	Chemist	BSc.(Che) Or greater	1 years Minimum	1 or more
3.0	Mechanic / Fitter	ITI (Mech.) Or greater	1 years Minimum	1 or more

S.No.	Particulars	Minimum Qualification	Experience	Nos.
4.0	Electrician	ITI (Elec.) Or greater	1 years Minimum	1 or more
5.0	Computer operator / Office Staff	-	-	1 or more
6.0	Helpers	-	-	1 or more / shift
7.0	Gardener	-	-	1 or more
8.0	Security	-	-	1 or more / shift

The payment against the O&M shall be made in 4 equal instalments after completion of each quarter period of Operation and Maintenance, which can be extended up to 5 years on the same terms and conditions as mentioned in this Bid, after approved by the Engineer-in-Charge. If contractor shall not employ the number of staffs shown in the above table, proportionate deduction shall be made accordingly.

The Contractor shall be responsible for the operation and maintenance of the project for a period of 10 years from the date of successful commissioning of the work. During O&M, all the expenses for repairs, replacements & consumables except electricity (to be borne by ULB upto the limit as given by the contractor during financial quote) shall be on the part of contractor. It shall be the responsibility of Contractor that the system runs at desired capacity and efficiency during the O&M period.

1.0 O&M Obligation of Operator

The Contractor shall during the O&M Period (Post commissioning period), undertake all services relating to operation and maintenance of the entire project including O&M of Sewage Treatment Plant (STP) of SUTHALIYA Town in conformity with O&M requirements set out in CPHEEO manual and relevant IS standards.

The Contractor shall undertake operations and maintenance of the entire project including O&M of Sewage Treatment Plant (STP) of SUTHALIYA Town by itself or through contractor possessing requisite Technical/Financial/managerial expertise/ capability, but in either case, the Contractor shall remain solely responsible to meet the O&M requirements.

The Contractor shall incorporate good management practices and appropriate technologies required for meeting the Performance Standards.

The Contractor shall, during the O&M Period;

- I. Have requisite organization and designate and appoint suitable staff / representatives as it may deem appropriate to supervise the project, to deal with the employer and to be responsible for all necessary exchange of information required pursuant to this O&M period.
- II. Contractor has to keep record of operational data & inspection of working condition of all pumps, motors & E-M equipment and machinery, all civil assets & pipe network along with record of hydraulic data & electrical parameters etc.
- III. Contractor has to maintain civil structures & facilities, pipe network with specials & valves, all electro – mechanical equipment's & machineries, laboratory equipment, PLC – SCADA software & measuring instruments in clean & good working condition throughout the period of O&M. any of functional unit / motor/ pump/ valve / moving parts/electro-mechanical equipment / machinery/ instruments/data recorder/ lab. equipment / parts of PLC- SCADA/ functions of PLC – SCADA / lights etc. should not be in non-working condition continuously for more than 7 days from its first notice served in writing by the employer.

- IV. Contractor has to carry out preventive & break down maintenance including third party damages with proper records.
- V. Contractor has to carry out quality surveillance to monitor quality of treated wastewater at outlet points.
- VI. Contractor must prepare & maintain as built drawings of various components of the scheme including updating of same for any extension work carried out during O&M period.

2.0 Service Obligations

- 2.1 Quality of treated wastewater shall meet the parameters as specified in the latest NGT norms or prescribed by the CPHEEO (whichever is the latest).
- 2.1 The contractor/ O&M operator is liable to ensure the reuse of minimum 20% of the treated wastewater.
- 2.2 Contractor/ O&M operator has to carry out necessary repairs & replacements as when required to ensure the quality of treated wastewater as specified in the latest NGT norms or prescribed by the CPHEEO (whichever is the latest).
- 2.3 Contractor shall follow the operating instruction & maintain the Operational Data to monitor the current performance of all E&M & civil structures as well under the Used Water Management scheme of SBM (Urban).
- 2.4 Contractor shall carry out Preventive maintenance & keep record of it in schedule time intervals.
- 2.5 Contractor shall carry out Break down maintenance including Third party damages in scheduled time & keep record of such repairs under **Complaint Redressal**.
- 2.8 The actual cost for remaking or making good for the damages done by any third party other than by O&M contractor in any part of this I&D scheme including pipelines, STP etc shall be recovered from third party concerned or from their counterpart Govt. agency. In all such case, Contractor shall submit a detail estimate of repair of such damaged works to employer & contractor shall attend the repair the damage immediately with in 24 hr of a written instruction issued to him by employer, as he must have to complete the repair work as early as possible.
- 2.9 Contractor as to follow the Quality surveillance program & keep record of treated wastewater test reports as per **Annexure – Z**
- 2.10 Contractor shall keep the premises of Pump houses & Sewage Treatment Plant clean and tidy.
- 2.11 The cost of chlorine & other chemicals used in laboratory shall be borne by contractor. Inventory of the consumables like oil, Grease, Gland packing; all type of fuses, Tools & P Tackles etc. will be provided by the contractor at his own cost and expenses.
- 2.12 For intercepting and diversion structure, gates & their Nut bolts with proper packing arrangements to be installed once in every year in suitable time after rainy season & removed before rains to come. Any damage to civil structures to be repaired before rainy season.
- 2.13 The contractor shall have to maintain consumption and stock of the inventory pipe, fittings, valves, Bulbs, lights, & other E&M spare parts etc so as not to interrupt the sewage flow in STP. The contractor shall have to arrange for

security, watch and maintain the premises of STP and I&D Structure and approach bridge (if provided) during this O&M period.

- 2.14 All civil structures are kept clean & all amenities & fixtures are kept in useable condition without any damage.
- 2.15 All hydraulic structures including pipelines of intercepting sewers should be leak proof.
- 2.16 Contractor has to suggest improvement plan in writing whenever if it is found difficult or not possible to carry out his O&M obligations to achieve service level benchmarks.
- 2.17 Contractor has to follow safety norms & arrange safety equipment's necessary for handling Chlorination system as per the contract. He has to demonstrate mock drill of safety steps to be followed in case of any emergency at very six months in the presence of Engineers and other officials of ULB to check the efficacy of safety system.
- 2.18 The electricity charges (excluding penalties) consumed/used during the treatment process (incl. trial run period) will be borne by the concerned ULB. Contractor has maintained minimum Power Factor not below than 0.9. All electrical appliances & panels with all electrical connections are to be maintained safe & proper as per standard. Earthing should be maintained properly & checked regularly for its efficacy wherever it is required.
- 2.19 During O&M, the contractor shall paint all the civil structures (internally and externally) after completion of 10 years of O&M before handing over the entire scheme to the ULB
- 2.20 Contractor shall handover the project facilities to the Concerned Urban Local Body (ULB) as per original condition as starting of O&M.
- 2.21 During this period, the contractor shall have to appoint necessary staff for running and maintenance of scheme. During this period the staff engaged for running and maintenance of scheme will be paid by the contractor as per the wages rules and all the responsibilities of employees regarding safety/ insurance etc. will be of the contractor.
- 2.27 The Contractor shall employ minimum Manpower for the O&M of the project as mentioned in the above table a. (Contractor shall be employing other staff as per requirement following is only the minimum staff).
- 2.28 The contractor has to Prepare, maintain & update the as built drawings of all the components of the project. The contractor shall maintain the record of extension & modification works carried out during the O&M period.
- 2.29 **Road cutting and its restoration** If required shall be the responsibility of the contractor during maintenance period but in case of line shifting or repairing due to road widening, etc. the cost as per contract condition vide clause -21 shall be payable.
- 2.30 Extension of intercepting sewers or mains**
Any extension of intercepting sewers network if required shall have to be done by the contractor during maintenance period, payment of which shall be made additionally according contract condition vide clause -21.
- 2.31 Insurance**
The Contractor shall throughout the O&M Period at its cost and expense, purchase and maintain by due re-insatement or otherwise all insurances limited to its

obligations in respect of the project infrastructure in accordance with the prudent industry practice. The Contractor shall maintain a register of entry in order of premiums paid and proof of payments made shall be submitted to Employer whenever requested for. During the subsistence of O&M Period the insurance shall cover minimum for following:

- i. Comprehensive third-party liability insurance including injury or death to personnel / representatives of Persons who may enter the Service Area;
- ii. Workmen's compensation insurance for the workers/ staff ;

If at any time the Contractor fails to obtain or maintain in full force and effect any and all of the insurances required under this O&M period, Employer may at its option (but not being obliged to do so) obtain and maintain such insurance and all sums incurred by Employer thereof shall be reimbursed by the Contractor to Employer together with interest thereon at 2% over SBI PLR from the date the respective sums were incurred by Employer, within 7 days from the receipt of claim in respect thereof made by Employer.

Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Contractor pursuant to this Section shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, Employer, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to

any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

Un-insurable Risks

If during the O&M period, any risk which has been previously insured becomes un-insurable due to the fact that the insurers have ceased to insure such a risk and therefore insurance cannot be maintained / re-instated in respect of such risk, the Contractor shall not be deemed to be in breach of its obligations regarding insurance under this O&M period.

2.38 Environmental Compliance

The Contractor shall, at all times, ensure that all aspects of the Project Infrastructures and processes employed in the construction, operation and maintenance thereof shall conform with the laws pertaining to environment, health and safety aspects, policies and guidelines related thereto. The Contractor shall obtain and maintain from time to time all necessary clearances as per the environment management plans in respect of the Project Infrastructures. While, Employer shall provide necessary assistance to the Contractor in securing the said clearances, the Contractor shall be responsible for obtaining and maintaining the said clearances.

No Breach of Obligations

The Contractor shall not be considered to be in breach of its obligations under this O&M period nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this contract is affected by or on account of any of the following:

- i. Employer Event of Default;
- ii. Compliance with the instructions of Employer or the directions of any Government Agency/ Court Order/Statuary Body which may create deviation of obligation by Contractor detailed in this O&M period;

3.0 GENERAL OBLIGATIONS

THE CONTRACTOR SHALL AT ITS OWN COST AND EXPENSE OBSERVE, UNDERTAKE, COMPLY WITH AND PERFORM, IN ADDITION TO AND NOT IN DEROGATION OF ITS OBLIGATIONS SET OUT AS FOLLOWING:

- a) Investigate, study, design, procure, construct, augment, construct, operate and maintain the project infrastructure in accordance with the provisions hereof;
- b) Review the existing consumer database, appropriately modify to reflect the details of consumers and periodically update the same; [in case this data base does not exists then this work shall be done by the Contractor]
- c) Develop and maintain in a good order and up to date the inventories, maps and any other technical documents that are needed to operate all the project infrastructure;
- d) Allow representatives of Employer or persons duly authorized by the relevant Government Agency concerned with safety, security or environmental protection, access to the Project Infrastructures, at all reasonable times and on reasonable notice, but so as not to interfere unreasonably with the construction, operation or maintenance of the Project Infrastructures;
- e) Procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used or incorporated into the Project;
- f) Make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under the Contract and shall be solely responsible for compliance with all labour laws and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies Employer against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall Employer be treated as employer in this regard;
- g) Not to place or create nor permit other person claiming through or under the Contractor to create or place any Encumbrance or security interest over all or any part of Service Area or the Project Infrastructures, or on any rights of the Contractor therein, save and except as expressly set forth in this tender; be responsible for all the health, security, environment and safety aspects of the Project at all times during the Operation and Maintenance Period
- h) Ensure that the Project Infrastructures remain free from all encroachments and take all steps necessary to remove encroachments, if any;
- i) Upon receipt of a request thereof, afford access to the Project Infrastructures to the
- j) Authorized representatives of Employer for the purpose of ascertaining compliance with the obligations.
- k) Indemnify Employer against all actions, suits, claims, demands and claims and any loss or damage or cost or expense that may be suffered by them on account of anything done or omitted to be done by the Contractor in connection with the performance of its obligations under this Contract.

4.0 Obligations of the Employer

During the term of this Contract, the Employer shall have the following obligations:

- l) The ULB shall be responsible for overall project management & monitoring of O&M including review, finalization, maintenance and supervision of the Contractor's Documents & contractor's obligations with respect to operation , maintenance, quality surveillance, quantity audit , leakage from the I&D structure & STP, and applicable penalties for non-adherence of service level bench marks including timely disbursement of Contractor Payments as per billing break up schedule, taking decisions regarding the completion of the Works and the achievement of the respective obligations by each party.
- m) The ULB shall be responsible for preparing applications in accordance to standard procedures for obtaining all statutory clearances and approvals required from Government of Madhya Pradesh and/or Government of India, concerning project implementation including all environmental clearances, permission from highway

and railway authorities, National Highway Authority, Archaeological Survey of India, Ministry of Environment and Forests etc. and any other such authorities as may be required for execution of project including O&M .

- n) The ULB shall be responsible for the overall monitoring of O&M including decisions regarding achievement/non-achievement of performance obligations by the Contractor and release of eligible payments to the Contractor.
- o) If O&M contractor fails to perform his necessary obligation non-complying the discharging standards wastewater from the STP as prescribed in the latest NGT & CPCB norms after a written notice of minimum 7 days, Employer / ULB shall carry out such unfulfilled obligation of contractor by any of agency at the reasonable cost. Such cost of urgent repair at the rate of two times of the cost incurred in repairing shall be recovered from the payable amount to the O&M contractor or from his security.
- p) The Employer / ULB shall be responsible for timely disbursement of all the eligible Contractor's Payments on successful fulfilment of Contractor Obligations under this Contract.
- q) The Employer / ULB shall provide to the Contractor, at no cost to the Contractor, free, continuous and exclusive access to, possession and right to use of, and rights over, the land, installations, and Facilities, sufficient to enable the Contractor to carry out its obligations under this Contract on or before the Commencement Date until the Contract Completion Date. For the avoidance of doubt, the term "Contractor" as used herein shall include duly authorized officers, employees, Contractor's representatives and sub-contractors. Ownership of the Facilities shall remain with the ULB.
- r) The Employer / ULB shall recover cost of repair to be carried out for restoring the damages done by any third party from the respective agency or his employer. Employer / ULB shall be liable to pay the Contractor the reasonable cost of repairing on the basis of actual work carried out in repairing such damages as per clause -21 of GCC during O&M period
- s) The Employer / ULB shall be entitled to monitor on a regular basis the Contractor's performance of the services and may request any technical documents and reports necessary to do so provided that such requests would not hinder the Contractor in performing its obligations under the Contract. The Employer / ULB shall have access to the Facilities to inspect the facilities during business hours upon reasonable advance notice to the Contractor.
- t) The Employer or any contractors, employees, consultants or agents cause damage to the Facilities, The Employer / ULB shall be liable to the Contractor for the reasonable cost of repairing the damage to the facilities so caused.
- u) The Employer / ULB will remain responsible for collecting all water related revenue/arrears (property tax) during the O&M Period.
- v) The Employer / ULB shall provide free of charge sufficient space for an office, storage, Customer Service Centers, and parking space to enable the Contractor to perform its obligations under this Contract.
- w) Employer / ULB shall provide the Contractor with continuous and unimpeded access to electricity supply facilities. The Employer / ULB shall pay to the electricity supply company all the charges for demand, consumption, etc., as levied other than the penalties if levied due to operating negligence of the Contractor or power factor surcharges. Employer / ULB Shall coordinates with Electricity Board for any Breakdown/Interruption in Power Supply from source end.

In the event the Contractor has failed to operate and maintain the Project in accordance with the O&M Requirements, and such failure has not been remedied despite a notice to that effect issued by the Employer ("Notice to Remedy"), Employer may, without prejudice to any of its other rights /remedies, be entitled to operate and maintain the Project or cause to repair and maintain the Project Infrastructures at the risk and cost of the Contractor. The Contractor shall reimburse all 200% (two hundred percent) of the costs incurred by Employer on account of such operation and maintenance or repair and maintenance within 7 days of receipt of Employer claim thereof.

The Contractor shall be deemed to be in material breach of O&M Requirements if the Employer acting reasonably and in accordance with the provisions hereof, has determined that there has been a breach of the Contractor's obligations as follows:

- i) there has been failure / undue delay in carrying out scheduled / planned maintenance or the scheduled / planned maintenance has not been carried out in accordance with the O&M Requirements.
- ii) the maintenance of the Project Infrastructures or any part thereof has deteriorated to a level which is below the acceptance level prescribed by the O&M Requirement.
- iii) there has been a serious or persistent let up in adhering to the O&M Requirements and thereby the Project Infrastructures or any part thereof is not safe for operations
- iv) There has been persistent breach of O&M Requirements. For avoidance of doubt, persistent breach shall mean:
 - a. any breach of O&M Requirements by the Contractor which has not been remedied by the Contractor despite a Notice to Remedy in respect thereof issued by the Employer.
 - b. recurrence of a breach by the Contractor, during the pendency of Notice to Remedy by the Employer requiring the Contractor to remedy a breach, and repeated occurrence of a breach notwithstanding that earlier breach has been remedied pursuant to Notice to Remedy or otherwise. Upon occurrence of a material breach of O&M Requirements, Employer shall, without prejudice to and notwithstanding any other consequences provided be entitled to terminate this O&M contract.

5.0 No Breach of Obligations by contractor

The Contractor shall not be considered to be in breach of its obligations under this O&M period nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this contract is affected by or on account of any of the following:

- a. Employer Event of Default or force majeure viz Natural calamities or any act of God, riots/ strike/ Lockout by outsiders, Pandemic etc .
- b. Compliance with the instructions of Employer or the directions of any Government Agency/ Court Order/Statutory Body which may create deviation of obligation by Contractor detailed in this O&M period;
- c. If the reasons of default are beyond the control of contractor.

6.0 APPLICABLE PERMITS

THE CONTRACTOR SHALL, AT ITS OWN COST AND EXPENSE, IN ADDITION TO AND NOT IN DEROGATION OF ITS OBLIGATIONS ELSEWHERE SET OUT IN THIS O&M PERIOD SHALL:

- a. Make, or cause to be made, necessary applications to the relevant Government instrumentalities with such particulars and details, as may be required for obtaining all Applicable Permits and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws.
- b. Ensure and procure that its Sub-Contractors comply with all Applicable Permits and Applicable Laws in the performance by the mof any of the Contractors obligations under this O&M period.

7.0 Bill submission for O&M & Payment

The payment against the O&M shall be made in 4 equal installments after completion of each quarter. Period of Operation and Maintenance can be extended further 5 years on the same terms and conditions as mentioned in this Bid with same increment in the cost of O&M.

On the instruction of Employer, If O&M is carried out for partially completed scheme; the Payment of O&M in any quarter is paid at the same percentage rate applied on the value of work that completed in all respect under the contract i/c Testing, commissioning & successful Trail Run of minimum three months & value of such work is under O&M.

1. No separate payment shall be paid to the contractor for Repair and replacement works for all the components of the project during the Defect Liability Period.
2. GST shall be paid at applicable rates.

8.0 TERMINATION

THIS O&M CONTRACT CAN BE TERMINATED FOR THE NEXT COMING PERIOD

IN CASE OF CONTRACTOR DEFAULT WHERE:

- (a) The liquidated damage is more than 10% of the bid security [on pro rata basis applicable to that quarter and has happened three consecutive quarter;
- (b) There is persistent default [five continuous] by operator even after notice has been served by Employer;
- (c) The Net Contractor payment payable by Employer is negative and has happened in three consecutive quarter.

IN ALL THE ABOVE CASES, THE PERFORMANCE SECURITY & SECURITY DEPOSIT OF O&M OF THE CONTRACTOR SHALL BE FORFEITED BY EMPLOYER AND NO PAYMENT SHALL BE MADE, AND IT IS OBLIGATORY ON THE CONTRACTOR TO VACATE THE PROPERTIES / INFRASTRUCTURE FACILITIES FOR

WHICH OPERATOR WAS RENDERING SERVICE WITHIN 21 (TWENTY-ONE) DAYS ON THE PUBLICATION OF TERMINATION OF THIS O&M PERIOD AND TO BLACKLIST THE CONTRACTOR AFTER GETTING APPROVAL FROM THE ENGINEER-IN-CHARGE.

Annexure -Z: Service Level Agreement

Service Level Agreement

The variations allowed in treated effluent quality during O & M period of 10 years, and penalty for not maintaining the standards are as below:

The treated wastewater (or Used Water) quality and other key deliverable standards shall be demonstrated by the Contract at,

- the nominal design flow
- 25% of nominal design flow*
- 10% above the nominal design flow*
- the pollutant concentration of all incoming pollutants as freight (i.e. kg/day in terms of flow received) in a range of 75% to 110% of the pollutant freight calculated at the design pollutant concentration and nominal design flow.

**On some occasions during the year like festivals, excessive rain, extreme weather conditions etc.*

Parameter	Maximum Allowed Concentration (MAC)
<i>pH</i>	<i>6.5 – 9.0</i>
<i>BOD</i>	<i>10 mg/l</i>
<i>COD</i>	<i>50 mg/l</i>
<i>TSS</i>	<i>10 mg/l</i>
<i>Fecal Coliform</i>	<i>230 MPN/100 ml</i>
<i>Total Nitrogen as N</i>	<i>10 mg/l</i>
<i>Ammonia Nitrogen as N</i>	<i>2 mg/l</i>
<i>Total Phosphorus as P</i>	<i>2 mg/l</i>

Non-compliance to demonstrate the plant performance during the completion tests with respect to treated water quality and sludge quality for a continuous period of 72 hours, is not acceptable and the Contractor shall rectify the facility to demonstrate the performance. Not being able to demonstrate the plant performance shall render the plant as “Non-Acceptable” leading to a liquidity damage of 10% and shall forfeit the performance securities.

Contractor to maintain guarantee parameters for treated effluent quality during O & M period and during Defect Liability Period. These quality parameters are subject to presumptions that actual pollutant Pollutants like BOD, SS, Nitrogen etc. in kg/day) load will not exceed design pollutant load (kg/day) per day for every parameter. However, on some occasions during the year (i.e festivals, excessive rain, extreme weather conditions), individual pollutant concentration (mg/l) can exceed up to 10% of design parameters, and total sewage flow can exceed up to 10% design flow.

The treated effluent parameters shall be demonstrated with 24hour composite samples with 95% compliance on monthly basis i.e. not more than 5% cumulative samples during the month can be off specifications.

The Maximum Allowed Concentration (MAC) on individual grab samples shall not be more than 2 times of the above specified 95 percentile value.

If any parameter of any grab sample exceeds the MAC values, the sample shall be considered as “non-complaint”.

Guarantee for Fecal Coliform shall be based on 30 days geometric mean value. However, if pollutants load (kg/day) exceeds the design pollutant load per day basis, or total flow exceeds the design capacity (24 hr basis), no penalty shall be applicable.

During trial run and commissioning, no penalties will be applied, and Contractor will rectify the plant to ensure successful commissioning.

However, during DLP of 60 months and O & M period of 10 yrs, Nagar Parishad SUTHALIYA will impose following penalties/liquidated damages for not maintaining the guaranteed parameters, as described below

Condition A:-

Liquidated Damages for non-compliance of treated effluent standards

Event Triggering the recovery of Liquidity Damages	Liquidated Damages	Frequency
Non-conformance with MAC for BOD Standard	Rs. 2000/-	For every event of non- conformance*
Non-conformance with MAC for COD Standard	Rs. 2000/-	For every event of non- conformance*
Non-conformance with MAC for TSS Standard	Rs. 2000/-	For every event of non-conformance*
Non-conformance with MAC For Total Nitrogen	Rs. 2000/-	For every event of non-conformance*
Non-conformance with MAC for Ammonia Nitrogen	Rs. 2000/-	For every event of non-conformance*
Non-conformance with MAC for Faecal Coliform Standard	Rs. 2000/-	For every event of non-conformance**

* An event is defined as online reporting duration, not exceeding 3 minutes i.e. a maximum of total 30 minutes a day i.e. 98% system reliability.

** An event is defined as daily composite sample, not exceeding one non-conforming sample in 30 days i.e. 97% system reliability.

The cumulative of above liquidated damages shall not exceed the monthly O&M cost (Maximum liquidated Damages).

Condition-B: Breakdown of Equipment:

In case of breakdown of equipment for more than the stipulated time period as below, on discretion of Engineer-in-Charge, the Contractor shall be penalized as mentioned below:

Equipment	Breakdown Time Period	Penalty Imposed
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Equipment	Breakdown Time Period	Penalty Imposed
Critical Instrumentation (Critical equipment shall mean those equipment's / systems which are essential to ensure the plants performance and it shall include all flow and treated water quality measuring instruments and systems including submersible mixers, blowers, sludge and MLSS recirculation pumps, disinfection (chlorination system), filters electrical systems such as critical electrical system such transformers, electrical panels etc.)	beyond 72 hours i.e. 72 hours	3% of Monthly O&M Cost per day of default beyond permitted breakdown time period
Semi-Critical Equipment		
Semi Critical equipment shall mean those equipment's / systems which are normally necessary to ensure the plants performance, and they shall include all screens, grit removal systems, primary clarifiers, bio reactors (aeration system), secondary clarifiers, sludge thickening, and digestion systems etc.	beyond 7 days	2% of Monthly O&M Cost per day of default beyond permitted breakdown time period
Non-Critical Equipment		
Non-Critical equipment shall mean those equipment's/ systems which have been provided at the plant are but are not critical in for delivering the plants performance, such as area lighting, air conditioners, Instruments not critical towards operation of the plant.	beyond 10 days	1% of Monthly O&M Cost per day of default beyond permitted breakdown time period

The cumulative of above liquidated damages shall not exceed the monthly O&M cost (Maximum Liquidated Damages).

NOTE: In case the non-conformance, on a continuous basis, due to Condition A and Condition B becomes equal to or more than 50% of the monthly O&M value for a period more than 3 months in a year i.e. 90 days in a year, then the Employer reserves the right to terminate the Contractor after in cashing all the Security Deposits, retention Money and Performance Guarantees.

Condition- C: In any case if the grid power failure is more than 8 hrs in a single occasion in a day or cumulative grid power failure is more than 8 hrs in a day

a) No treatment standards will be compulsory. However, contractors are encouraged to maintain standards as far as possible. No penalties will be imposed on contractor. Above relaxation shall be applicable only for a period of 24 hours after resuming regular grid power.

Condition-D: Cost of Electrical Energy:

Contractor shall give complete details of total power consumption, guarantee power generation and net grid power (if any) consumed by the contractor.

During Operation and Maintenance, damages payable by Contractor to Employer on excess consumption of net electrical energy shall be equal to the actual cost of the excess energy used for Operation and Maintenance of the Works for STP under the Contract, based on the guaranteed consumption provided by the Contractor 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 calculated on a "kilowatt-hour consumed per liter of sewage" basis.

During Operation and Maintenance, damages payable by Contractor to Employer on reduction in Power Generation from STP shall be equal to the value of the power generation deficiency, based on the guaranteed Power Generation provided by the Contractor for STP and the current rates charged to the Employer for electricity consumed. Such payable by Contractor will be assessed for each month during the O&M Period in which the actual power generation is less than the guaranteed power generation calculated on a "kilowatt-hour generated per liter of sewage treated" basis.

After the Completion Test, the guarantees would come into effect for power generation consumption and generation.

Condition-E: Residual Handling & Disposal

The Plant Residuals shall conform to the following specifications:

Screenings

The screenings shall comprise of all particles of an effective size in excess of 5 mm and be "free of dripping water" i.e. the screenings on collection does not contain any dripping water when disposed from the plant

Grit

The grit removed shall contain less than 3% organic matter on dry basis of an average particle size between of more than 100 microns but less than 1000 microns and be free of dripping water

Excess Bio Solids (Sludge)

The excess bio solids (Sludge) produced shall contain approximately 20-22% of Solid Content Concentration with VSS/TSS ratio of not less than 48%, for "spadable" or "open body truck able" consistency for easy transportation and disposal.

The wastewater treatment residuals i.e. Screenings / Grit and Dewatered Bio Solids shall be handled and transported by the Bidder in a nuisance free manner following environmental guidelines. If the performance of the Bidder is not found satisfactory in respect of processing, handling and transportation of the sludge, the Employer shall have the liberty to recover from Bidder two (2) times the cost incurred for handling and transportation of the residuals. The residuals shall be disposed by the bidders as per the guidelines provided by the employer

Screenings & Grit: Disposal to the Sanitary Land fill (the tipping charges shall be borne by the Contractor)

Dewatered Sludge: Ultimate Disposal of dewatered sludge shall be the responsibility of the Contractor. Sludge shall be disposed within the battery limit of plant area.

Signature Not Verified

Digitally signed by NIKHIL KACHNERIYA
Date: 2026.04.30 16:17:02 IST
Location: Madhya Pradesh-MP