

RAJKOT MUNICIPAL CORPORATION

e-TenderNo.: RMC/AMRUT/2018/WW/50MLD WTP/GETCO CHOWKDI



Tender Documents For ENGINEERING, PROCUREMENT, CONSTRUCTION, COMMISSIONING AND 5 YEARS OPERATION & MAINTENANCE OF 50MLD CAPACITY WATER TREATMENT PLANT AT GETCO CHOWKDI, MAVDI, RAJKOT

VOLUME-I

INVITATION TO BID,
INSTRUCTIONS TO BIDDERS,
CONDITIONS OF CONTRACT

OCTOBER - 2018

:: Milestone dates of e-Tendering ::	
1. Downloading of e-Tender documents	13-10-2018 to 30-11-2018 up to 17.00 Hrs.
2. Pre-bid Meeting (Queries also to be submitted by e-mail ID vcrajvaguru@rmc.gov.in & sapisnt_srt@sapient.net.in Before 02-11-2018 up to 18:00 Hrs.)	13-11-2018 at 11.00 Hrs. at Central Zone Office -RMC
3. Online submission of e-Tender	30-11-2018 up to 18.00 Hrs.
4. Physical submission of EMD, Tender fee, Documents required for pre-qualification and other necessary documents.	03-12-2018 up to 18.00 Hrs
5. Verification of submitted documents (EMD, Tender fee, Documents required for pre- qualification and other Necessary documents.)	05-12-2018 AT 10.30 Hours onwards
6. Opening of online Primary Bid (Technical Bid)	05-12-2018 at 10.30 Hrs. onwards
7. Opening of online Commercial Bid (Price Bid) for technically qualified bidders only.	27-12-2018 at 10.30 Hrs. onwards (If possible)
8. Bid Validity	180 Days



413, TrinityCygnus, Nr. Someswar
BRTS Junction, University Road, Vesu
Surat – 395009 (Gujarat – India)
Tel: +91 261 2974000 / 2974111
E-mail: sapient_srt@sapient.net.in

CONTENTS OF THE TENDER / BID DOCUMENT

Volume	Description
Volume I	INVITATION FOR BIDS, INSTRUCTIONS TO BIDDERS AND CONDITIONS OF CONTRACT
Volume II	TECHNICAL SPECIFICATIONS
Volume III	DATA SHEETS AND TECHNICAL SCHEDULES
Volume IV	PRICE BID

The Executive Engineer
Water Works (Projects)
Rajkot Municipal Corporation, Central Zone
Dr. Ambedakar Bhavan, Dhebarbhai Road
Rajkot-360 001
Tel.: +91 97 145 03709
E-mail: vcrajyaguru@rmc.gov.in

CONTENTS OF THE VOLUME I

INVITATION FOR BIDS INSTRUCTIONS TO BIDDERS AND CONDITIONS OF CONTRACT

Section	Part	Description
I	1	Invitation To Bid
	2	Instructions to Bidders
II	1	Conditions of Contract
	2	Conditions of Particular Application
	3	Conditions of Contract for Operation & Maintenance

ABBREVIATIONS

Statement showing the details of abbreviations.

Full Form	Abbreviation
Atal Mission for Rejuvenation and Urban Transformation	AMRUT
Municipal Commissioner	MC
The Executive Engineer, Water Works (Project)	E. E (WW)
The Deputy Executive Engineer, Water Works (Project)	Dy. E. E (WW)
Rajkot Municipal Corporation	RMC
Dispute Adjudication Board	DAB
Operation and Maintenance	O&M
Net Present Value	NPV
Engineering Procurement and Construction	EPC
Paschim Gujarat Vij Company Limited	PGVCL
Critical Path Method	CPM
Reinforced Cement Concrete	RCC
Kilometer	KM
Mild Steel	MS
Bureau of Indian Standard	BIS
Central Public Health & Environmental Engineering Organisation	CPHEEO
American Society of Civil Engineers	ASCE
American Petroleum Industries	API
Million Liter per Day	MLD
High Yield Strength Deformed bar	HYSD
Corrosion Resistance Steel	CRS
Ordinary Portland Cement	OPC
American Standard for Testing of Material	ASTM
Flux Compensated Magnetic Amplifier	FCMA
Cost Insurance and freight	CIF
Free On Board	FOB
Ex – Works	EXW
Water Treatment Plant	WTP
Sewage Treatment Plant	STP
Turbidity	Tu
Total Suspended Solids / Suspended Solids	TSS / SS
Free Chlorine	FRC

SECTION I

PART 1. INVITATION TO BID

RAJKOT MUNICIPAL CORPORATION
INVITATION FOR BIDS / TENDER
e-Tender Notice

The e-Tenders are invited by Rajkot Municipal Corporation, Water Works Department, Dr. Ambedkar Bhavan, Central Zone, Dhebarbhai Road, Rajkot-360001, from the experienced contractors registered in 'AA' Class / Equivalent Class in GWSSB / State Government / Central Government for following works, under Rajkot Water Works Project.

Sr. No.	Name of work	a) Estimated Cost b) Amount of EMD c) e-Tender fee d) Time limit for completion of work
1	ENGINEERING, PROCUREMENT, CONSTRUCTION, COMMISSIONING AND 5 YEARS OPERATION & MAINTENANCE OF 50MLD CAPACITY WATER TREATMENT PLANT AT GETCO CHOWKDI, MAVDI, RAJKOT e-Tender No.: RMC/AMRUT/2018/WW/50MLD WTP/GETCO CHOWKDI	a) Rs.36,64,48,424/- b) Rs.36,64,484/- c) Rs.23,500/- d) 18 (Eighteen) Months

:: Milestone dates of e-Tendering ::	
1. Downloading of e-Tender documents	13-10-2018 to 30-11-2018 up to 17.00 Hrs.
2. Pre-bid Meeting (Queries also to be submitted by e-mail ID vcrajyaguru@rmc.gov.in & sapisnt_srt@sapient.net.in Before 02-11-2018 up to 18:00 Hrs.)	13-11-2018 at 11.00 Hrs. at Central Zone Office -RMC
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6. Opening of online Primary Bid (Technical Bid)	05-12-2018 at 10.30 Hrs. onwards
7. Opening of online Commercial Bid (Price Bid) for technically qualified bidders only.	27-12-2018 at 10.30 Hrs. onwards (If possible)
8. Bid Validity	180 Days

- All bidders must submit tender fee and Bid Security (EMD) as above either directly deposited in Account No. 01018640000035 (Rajkot Municipal Corporation) IFSC Code HDFC0000101 or submit at the below mentioned address along with physical submission of bid documents in form of Demand draft in favour of "Rajkot Municipal Corporation", Rajkot, from any Nationalized Bank or Scheduled Bank (except Co-Operative Bank) in India. Bid Security (EMD) may also be submitted in the form of irrevocable & unconditional Bank Guarantee (valid for min. duration of bid validity period) in favor of "Rajkot Municipal Corporation", Rajkot, from any Nationalized Bank or Scheduled Bank (except Co-Operative Bank) in India. Also, Address proof of registered office and ID proof shall have to be submitted along with physical submission of required documents.

Office of The Executive Engineer, Water Works (Project),
Rajkot Municipal Corporation, Central Zone,
Water Works Department,
Dr.Ambedakar Bhavan, Dhebarbhai Road,
Rajkot-360 001.

2. The pre-qualification requirement is as under:

i) Financial Criteria:

- a) The bidder shall have the financial capability and having an average annual turnover of last Seven years, ending 31st March of the previous financial year (i.e. 2017-18), should not be less than 50% of the estimated tender cost. Bidder to enclose reports on its financial standing, such as profit and loss statements and auditor's reports, for the last seven financial years.
- b) Working capital (to be demonstrated by the bidder in form of confirmed credit line from reputed Bank or the bidder's own audited financial statement taking into account current commitment) should not be less than 25% of the estimated tender cost.
- c) Bidder shall have a solvency equal to or more than Rs.300.00 lacs. Certified banker's statement not older than 6 months shall be attached.
- d) The contractor shall have a registration with State / Central Government or State Water Supply Boards or in Municipal Corporation in 'AA' Class / Equivalent Class. Supporting documents to be submitted in hard copy
- e) Available Bid Capacity - ABC must be more than the estimated tender cost.

Note :

1. Available Bid Capacity(ABC) will be derived by the following method.

ABC is calculated as $ABC=2*A*N-B$

Where,

A = Maximum value of works executed in any one year during the last Seven years (updated to present price level by applying enhancement factor) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value (present price level by applying enhancement factor) of existing commitments and on-going works to be completed during that next N year (period of completion of the works for which the tenders are invited.)

2. In financial criteria, enhancement factor at the rate of 10% per year will be applicable to arrive at enhanced financial amount at current financial year.

ii) Experience Criteria:

The bidder should possess following minimum experience:

- a) Bidder shall have experience of having completed (including successful trial run & commissioning) at least one work of similar nature of 60% of the tendered amount and WTP capacity (in MLD) or two works of similar nature of 40% of the tendered amount and WTP capacity (in MLD) or three works

of similar nature of 30% of the tendered amount and WTP capacity (in MLD) in last 7 years from the month of invitation of this tender.

“Work of Similar Nature” means experience of design, detailed engineering, procuring, construction, testing, commissioning of any Water Supply Project including Water Treatment Plant in any Municipal Body / Urban Local Body / Development Authority / State Government Body or undertaking / any department or undertaking of Government of India and out of these at least one plant shall be in successful operation for minimum one year.

Note: The Bidder who has no experience as well as specialty in such Water Treatment Plant, as required above, his tender will be rejected out rightly.

- b) The bidder should further have experience of successful completion of O&M of minimum one Water Treatment Plant for at least 1 year out of the “Work of Similar Nature” completed by bidder as specified above at a) and considered by bidder for pre-qualification experience criteria.
- c) The bidder should further have experience of successful completion of PLC/SCADA works of at least one Water Treatment Plant shall be in successful operation for minimum one year out of the “Work of Similar Nature” completed by bidder as specified above at a) and considered by bidder for pre-qualification experience criteria. If bidder is not having such experience then alternately bidder may enter into an agreement with approved vendor of PLC/SCADA system as per tender or with it's authorized system integrator and submit copy of MOU for providing PLC/SCADA works for this proposed work from such vendor / system integrator having specified experience of PLC/SCADA works.
- d) Attested Copy of original certificates in support of above requirements shall be enclosed in hard copy for verification, certified by the respective employer or his authorized representative, not below the rank of an Executive Engineer or equivalent. Original Certificates of the same shall be produced for verification on demand by employer, failing which, will result in to rejection of tender.
- e) For the purpose of bid evaluation, if the owner/owner's representatives feel necessary to visit a specific or all such plants as mentioned above by the bidder, the bidder shall make necessary arrangements for the same. The cost of such visits shall be borne by the bidder.
- f) Joint Venture will not be permitted for this tender. However, experience of JV shall be considered for individual JV partner based on the proportionate share of each individual partner in the JV for the purpose of qualification criteria and based on this qualification individual JV partner can bid in the same name and style of individual company forming part of JV. For this purpose, the bidder shall enclosed the notarized copy of JV agreement along with physical submission of technical bid.
- g) The experience of Sub-Contractor / back to back works shall not be considered.

3. The bidder should not have been Black Listed by Government of India / Government of Gujarat or any State Board / Corporations, since inception of the firm / Company. A Declaration in this regard on Rs.100/- Stamp Paper duly Notarized, shall have to be submitted as per Annexure-III, along with the tender documents.
4. The bidder should provide accurate information on any litigation history or arbitration resulting from contracts completed or under execution by him over the last ten years. This should also include such cases, which are in process / progress. A consistent history of awards against the bidder may result in failure of the bid. In case the bidder has not provided such information and has come to the notice of the authority, the tender will be rejected at what so ever stage and in such case all the losses that will arise out of this issue will be recovered from the tenderer / bidder and he will not have any defense for the same.
5. Reserve the right (i) to change, alter or to waive any technical or commercial terms, condition and qualification (ii) to reject all the bids or any bid in part or full without assigning any reason whatsoever (iii) for making changes / relaxation in eligibility criteria at any time in the interest of the public. The bidder shall have no cause of action or claim against the Rajkot Municipal Corporation or its Officers / Employee's successor or assignee for rejection of his tender / bid.
6. After opening of Technical Bid, the procedure for the pre-qualification shall be adopted and the Price Bid of only successful qualified bidder shall be opened for final evaluation of the contract. The decision of Municipal Commissioner regarding the pre-qualification shall be final and binding to all the bidders.
7. The Tender of those bidder(s) who fail to submit the required documents physically within the stipulated date and time will be treated as non-responsive and their Price Bid will not be opened.
8. Conditional Tenders will be out rightly rejected.
9. Right to accept / reject any or all e-Tender(s) without assigning any reasons is hereby reserved.

Municipal Commissioner
Rajkot Municipal Corporation

SECTION - I

PART 2. INSTRUCTIONS TO BIDDERS

Bidders' stamp & initials

SECTION-1
PART 2. INSTRUCTION TO BIDDERS
TABLE OF CLAUSES

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3. Eligible Bidders
4. Eligible Materials, Equipment and Services
5. Qualification of the Bidder
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7. Site Visit

B. Bidding Documents

8. Content of Bidding Documents
9. Clarification of Bidding Documents
10. Amendment of Bidding Documents

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11. Language of Bids
12. Documents Comprising the Bid
13. Bid Form and Price Schedules
14. Bid Prices
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17. Bid Security
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Bidders' stamp & initials

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37. Award
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39. Notification of Award
40. Signing of Contract
41. Performance Security
42. Corrupt or Fraudulent Practices

A. General

1. SCOPE OF BID:

The Rajkot Municipal Corporation (hereinafter referred to as “the Employer”) wishes to receive bids for design, build, operate and maintain 50mld capacity Water Treatment Plant along with all related Mechanical, Electrical and Instrumentation equipment and accessories, including miscellaneous works etc. complete at Getco Chowkdi, Mavdi, Rajkot. Duration of operation and maintenance shall be Five (5) years.

1.1 Project Area and Coverage:

The project aims at treating 50MLD of raw Water of city of Rajkot with Five years operation and maintenance of the plant.

The project covers related all Civil, Mechanical, Electrical, Instrumentation works, three months of trial run and including Operation and Maintenance of the plant for Five Years

1.2 The successful bidder will be expected to complete the works within Eighteen (18) months, including Three (3) month successful trial run & monsoon period and acceptance of plant, from the date of issue of Work Order.

1.3 Trial run period shall be three months before the date of issue of completion certificate during which all expense incurred (except raw water and power) shall be borne by successful bidder.

1.4 On completion of trial run, O & M shall be 5 (Five) years.

2. SOURCE OF FUNDS:

Rajkot Municipal Corporation has sufficient finance for the implementation of the above work. The project is approved under AMRUT Scheme and hence the finance from the State & Central Government Grant will also be available to RMC for this program.

3. ELIGIBLE BIDDERS:

3.1 This invitation to the bid is open to all the bidders.

3.2 Bidders shall provide such evidence of their continued eligibility satisfactory to the employer as the employer shall reasonably request.

3.3 Bidders shall not be under a declaration of ineligibility for corrupt or fraudulent practices in accordance with sub-clause 42.1 (c).

3.4 A Bidder shall not have a conflict of interest. All bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process if they;

- (a) have controlling shareholders in common; or
- (b) receive or have received any direct or indirect subsidy from any of them; or
- (c) have the same legal representative for purpose of this Bid; or
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or

influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

- (e) Participated as a consultant in the preparation of technical specifications of the goods and related services that are the subject of the Bid.

3.5 Government-owned enterprises in the Employer's country shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependant agency of the Employer.

4. ELIGIBLE MATERIALS, EQUIPMENTS & SERVICES:

4.1 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries as defined in Sub-Clause 4.3 below and all expenditures made under the Contract will be limited to such materials, equipment, and services. At the Employer's request, bidders may be required to provide evidence of the origin of materials, equipment, and services.

4.2 For purposes of Sub-Clause 4.1 above, "services" means the works and all project-related services including design services.

4.3 For purposes of Sub-C1ause 4.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing or substantial or major assembling of components, a commercial recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

5. QUALIFICATION OF THE BIDDER:

5.1 To be qualified for the award of the Contract. Bidders shall:

- (a) Submit a written power of attorney authorizing the signatory of the bid to commit the bidder; and
- (b) Have adequate financial capacity and technical capability to undertake the contract and assessment of bidder's proposals regarding work method, scheduling and re-sourcing which shall be provided in sufficient details to confirm the bidder's capability to complete the works in accordance with the employer's requirement and the time for completion. The bidder shall have to furnish the details of qualification criteria given at relevant places of bidding document.
- (c) Submit proposals regarding work methods, scheduling and re-sourcing which shall be provided in sufficient detail to confirm the bidders capability to complete the work in accordance with the Employer's Requirements and the time for completion.

5.2 Joint Venture (NOT APPLICABLE)

5.3 (a) Qualification:

- i) The determination will take into account the bidder's financial, technical and experience capabilities and past performance; it will be based upon an examination of documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to Sub- Clause 5.1(b), as well as such other information as the employer deems necessary and appropriate; and

Bidders' stamp & initials

ii) an affirmative determination will be a prerequisite - for the employer to continue with the evaluation of the technical proposal: a negative determination will result in rejection of bidder's bid.

(b) Technical

- (i) overall completeness and compliance with the Employer's Requirements; the technical merits of plant and equipment offered and deviations from the Employer's Requirements; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; quality, function and operation of any process control concept included in the bid;
- (ii) achievement of specified performance criteria by the facilities;
- (iii) compliance with the time schedule called for in Appendix to Technical proposal and any alternative time schedules offered by Bidders, as evidenced by a milestone schedule provided in the bid;
- (iv) type, quantity and long-term availability of spare parts and maintenance services;
- (v) Any deviations to the commercial and contractual provisions stipulated in the bidding documents.

(c) Evaluation Criteria:

i) Financial Criteria:

- a) The bidder shall have the financial capability and having an average annual turnover of last Seven years, ending 31st March of the previous financial year (i.e. 2017-18), should not be less than 50% of the estimated tender cost. Bidder to enclose reports on its financial standing, such as profit and loss statements and auditor's reports, for the last seven financial years.
- b) Working capital (to be demonstrated by the bidder in form of confirmed credit line from reputed Bank or the bidder's own audited financial statement taking into account current commitment) should not be less than 25% of the estimated tender cost.
- c) Bidder shall have a solvency equal to or more than Rs.300.00 lacs. Certified banker's statement not older than 6 months shall be attached.
- d) The contractor shall have a registration with State / Central Government or State Water Supply Boards or in Municipal Corporation in 'AA' Class / Equivalent Class. Supporting documents to be submitted in hard copy
- e) Available Bid Capacity - ABC must be more than the estimated tender cost.

Note :

1. Available Bid Capacity(ABC) will be derived by the following method.

ABC is calculated as $ABC=2*A*N-B$

Where,

A = Maximum value of works executed in any one year during the last five years (updated to present price level by applying enhancement factor) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value (present price level by applying enhancement factor) of

existing commitments and on-going works to be completed during that next N year (period of completion of the works for which the tenders are invited.)

2. In financial criteria, enhancement factor at the rate of 10% per year will be applicable to arrive at enhanced financial amount at current financial year.

ii) Experience Criteria:

The bidder should possess following minimum experience:

a) Bidder shall have experience of having completed (including successful trial run & commissioning) at least one work of similar nature of 60% of the tendered amount and WTP capacity (in MLD) or two works of similar nature of 40% of the tendered amount and WTP capacity (in MLD) or three works of similar nature of 30% of the tendered amount and WTP capacity (in MLD) in last 7 years from the month of invitation of this tender.

“Work of Similar Nature” means experience of design, detailed engineering, procuring, construction, testing, commissioning of any Water Supply Project including Water Treatment Plant in any Municipal Body / Urban Local Body / Development Authority / State Government Body or undertaking / any department or undertaking of Government of India and out of these at least one plant shall be in successful operation for minimum one year.

Note: The Bidder who has no experience as well as specialty in such Water Treatment Plant, as required above, his tender will be rejected out rightly.

b) The bidder should further have experience of successful completion of O&M of minimum one Water Treatment Plant for at least 1 year out of the “Work of Similar Nature” completed by bidder as specified above at a) and considered by bidder for pre-qualification experience criteria.

c) The bidder should further have experience of successful completion of PLC/SCADA works of at least one Water Treatment Plant shall be in successful operation for minimum one year out of the “Work of Similar Nature” completed by bidder as specified above at a) and considered by bidder for pre-qualification experience criteria. If bidder is not having such experience then alternately bidder may enter into an agreement with approved vendor of PLC/SCADA system as per tender or with it's authorized system integrator and submit copy of MOU for providing PLC/SCADA works for this proposed work from such vendor / system integrator having specified experience of PLC/SCADA works.

d) Attested Copy of original certificates in support of above requirements shall be enclosed in hard copy for verification, certified by the respective employer or his authorized representative, not below the rank of an Executive Engineer or equivalent. Original Certificates of the same shall be produced for verification on demand by employer, failing which, will result in to rejection of tender.

e) For the purpose of bid evaluation, if the owner/owner's representatives feel necessary to visit a specific or all such plants as mentioned above by the bidder, the bidder shall make necessary arrangements for the same. The cost of such visits shall be borne by the bidder.

f) Joint Venture will not be permitted for this tender. However, experience of JV shall be considered for individual JV partner based on the proportionate share of each individual partner in the JV for the purpose of qualification criteria and based

on this qualification individual JV partner can bid in the same name and style of individual company forming part of JV. For this purpose, the bidder shall enclosed the notarized copy of JV agreement along with physical submission of technical bid.

- g) The experience of Sub-Contractor / back to back works shall not be considered.
- (d) The bidder should not have been Black Listed by Government of India / Government of Gujarat or any State Board / Corporations, since inception of the firm / Company. A Declaration in this regard on Rs.100/- Stamp Paper duly Notarized, shall have to be submitted as per Annexure-III, along with the tender documents.
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- (f) Reserve the right (i) to change, alter or to waive any technical or commercial terms, condition and qualification (ii) to reject all the bids or any bid in part or full without assigning any reason whatsoever (iii) for making changes / relaxation in eligibility criteria at any time in the interest of the public. The bidder shall have no cause of action or claim against the Rajkot Municipal Corporation or its Officers / Employee's successor or assignee for rejection of his tender / bid.
- (g) After opening of TechnicalBid, the procedurefor the pre-qualification shall beadopted and the Price Bid of only successful qualifiedbidder shall be opened for finalevaluation of the contract. The decision of Municipal Commissionerregarding the pre-qualification shall be final and bindingto all the bidders.
- (h) The Tender of those bidder(s) who fail tosubmit the required documents physically within the stipulated date and time will be treated as non-responsive and their Price Bid will not be opened.
- (i) Conditional Tenders will be out rightly rejected.
- (j) Right toaccept / reject any or all e-Tender(s) without assigning any reasons is hereby reserved.

6. COST OF BIDDING:

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

7. SITE VISIT:

- 7.1 The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the design-build and completion of the Works. The costs of visiting the Site shall be at the bidder's own expense.

Bidders' stamp & initials

- 7.2 The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, its personnel and agents, will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- 7.3 The Employer may conduct a site visit concurrently with the pre-bid meeting referred to in clause 19.

B. BIDDING DOCUMENTS

8.0 CONTENT OF BIDDING DOCUMENTS

- 8.1 The details of works, bidding procedure, contract terms and technical requirements are prescribed in the bidding documents. The Bidding Documents include the following volumes, together with any Amendments/Addenda there to which may be issued in accordance with Clause-10.

CONTENTS OF THE BID DOCUMENT

Volume	Section	Part	Description
Volume I	INVITATION FOR BIDS, INSTRUCTIONS TO BIDDERS AND CONDITIONS OF CONTRACT		
	I	1	Invitation To Bid
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	II	1	Conditions of Contract
		2	Conditions of Particular Application
		3	Conditions of Contract for Operation & Maintenance
Volume II	EMPLOYERS' REQUIREMENTS (TECHNICAL SPECIFICATIONS)		
	TECHNICAL SPECIFICATIONS & TENDER DRAWINGS		
Volume III	DATA SHEETS AND TECHNICAL SCHEDULES		
	Technical Schedules and Data Sheets		
Volume IV	PRICE BID		

- 8.2 The bidder is expected to examine carefully the contents of the Bidding documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause-26, bids, which are not substantially responsive to the requirements of the bidding documents, will be rejected.

9. CLARIFICATION OF BIDDING DOCUMENT:

- 9.1 ~~A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by fax (hereinafter the term "fax" is deemed to include electronic transmission such as facsimile or e-mail) at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification, which it receives earlier than Fifteen days prior to dead line for submission of bids or~~

~~latest on day of pre bid meeting. Copies of the Employer's response, including a description of the inquiry, will be forwarded to all purchasers of the bidding documents.~~

For Pre-Bid Queries kindly refer Clause 19 below of this section.

10. AMENDMENTS OF BIDDING DOCUMENTS:

10.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder modify the bidding documents by issuing addenda.

10.2 Any amendment thus issued shall be part of the bidding documents pursuant to Sub-Clause-8.1, and shall be communicated in writing or by fax to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by fax to the Employer.

10.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids, in accordance with Clause-22.

C. PREPARATION OF BIDS

11. LANGUAGE OF BID:

The bid, and all correspondence and documents, related to the bid, exchanged between the bidder and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the bid the English translation shall prevail.

12. DOCUMENTS COMPRISING THE BID:

12.1 In Technical Proposal, the required documents submitted physically by the bidder for pre-qualification, shall contain following:

- (i) Bid Form for Technical Proposal and Appendix to Technical Proposal;
- (ii) Power of Attorney
- (iii) Information on Qualification
- (iv) Confirmation of Eligibility
- (v) Schedule of Major items of Constructional equipment / plant
- (vi) Schedule of Sub contractors
- (vii) Schedule of compliance with the bidding documents
- (viii) Any other material required to be completed and submitted by bidders in accordance with these instructions to bidders
- (ix) DD towards Tender Fee
- (x) DD/BG towards Earnest Money Deposit
- (xi) Unit process design - sizing, layout and Hydraulic Flow Diagram.
- (xii) And all other information applicable and asked for in the bid forms and schedules furnished in the bidding document Volume I, II, & III
- (xiii) A set of Tender documents Volume-I, II, III and **Unpriced Volume-IV** including drawings and documents in hard copy and addendum/corrigendum, if any, duly signed and stamped, completed in all respects shall be submitted with Technical Bid.

- 12.2 The online price proposal details to be submitted as per following;
- SCHEDULE - A - GRAND SUMMARY
 - SCHEDULE - B - BREAK-UP OF COST FOR CONSTRUCTION PHASE
 - SCHEDULE B2 (I) - CIVIL WORKS
 - SCHEDULE B2 (II) - INTERCONNECTING PIPING WORKS
 - SCHEDULE B2 (III) - MECHANICAL WORKS
 - SCHEDULE B2 (IV) - ELECTRICAL WORKS
 - SCHEDULE B2 (V) - INSTRUMENTATION WORKS
 - SCHEDULE - C - BREAKUP OF COST FOR OPERATION AND MAINTENANCE WORKS
 - TABLE O&M - 1: O & M FOR THE FIRST YEAR
 - TABLE O&M - 2: O & M FOR THE SECOND YEAR
 - TABLE O&M - 3: O & M FOR THE THIRD YEAR
 - TABLE O&M - 4: O & M FOR THE FOURTH YEAR
 - TABLE O&M - 5: O & M FOR THE FIFTH YEAR
 - TABLE O&M - T: TOTAL O & M COST FOR FIVE YEARS
 - SCHEDULE - D1/1 MILE STONE PAYMENT BREAKUP FOR DESIGN & DRAWINGS WORKS.
 - SCHEDULE - D1/2 PAYMENT BREAKUP FOR CIVIL WORKS
 - SCHEDULE - D1/3,4,5,6 PAYMENT BREAKUP FOR MECHANICAL, PIPING, ELECTRICAL AND INSTRUMENTATION WORKS

13. BID FORM & PRICE SCHEDULES:

- 13.1 The Bidder shall complete the Bid Forms and schedules furnished in the bidding documents in the manner and detail indicated therein, following the requirements of Clauses 14 and 15.

14. BID PRICES:

- 14.1 Unless specified otherwise in Employer's Requirements, Bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the facilities. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the facilities and, where so required by the bidding documents, the acquisition of all permits, approvals and licenses, etc. operation, maintenance and training services and such other items and services as may be specified in the bidding documents, all in accordance with the requirements of the Conditions of Contract.
- 14.2 Bidders shall give a breakdown of the prices, in the manner and detail called for in the schedules of prices.
- 14.3 In the Schedules, Bidders shall give the required details and a breakdown of their prices, including all taxes, duties, levies and charges payable in the Employer's country.

15. BID CURRENCIES:

- 15.1 Prices shall be quoted in the following currencies:
(a) The prices shall be quoted in Indian currency only.

16. BID VALIDITY:

- 16.1 Bids shall remain valid for a period of 180 days after the date of opening of Price proposals (Online Price Bid).
- 16.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by cable. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension, and in compliance with Clause 17 in all respects.

17. BID SECURITY:

- 17.1 The bidder shall furnish, as part of its bid with the Technical proposal, a bid security in the amount of **Rs.36,64,484/- (Rupees Thirty Six lacs Sixty Four Thousand Four Hundred Eight Four only)**
- 17.2 The bid security shall be in the form of Demand Draft/Bank Guarantee from any Nationalized Bank or Scheduled (Except co-operative) Bank in India, and it shall be in favour of "**Rajkot Municipal Corporation**", Rajkot. The bid security shall remain valid for 28 days beyond the original validity period for the bid, and beyond any period of extension subsequently requested under Sub-Clause 16.2.
- 17.3 Any bid not accompanied by an acceptable bid security shall be rejected by the Employer as non-responsive.
- 17.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, after the expiration of the period of bid validity.
- 17.5 The bid security of the successful bidder will be returned when the bidder has signed the Contract Agreement and furnished the required performance security.
- 17.6 The bid security may be forfeited
(a) If the bidder withdraws its bid, except as provided in Sub-Clauses 16.
(b) In the case of a successful bidder, if it fails within the specified time limit to
(i) Sign the Contract Agreement, or
(ii) Furnish the required performance security

18. ALTERNATIVE PROPOSALS BY BIDDERS:

- 18.1 RMC will not accept any alternative proposal.

19. PRE-BID MEETING:

- 19.1 The bidder shall submit pre-bid queries addressed / e-mailed to **Executive Engineer**, Water Works (Projects), Rajkot Municipal Corporation through e-mail (in editable soft copy format) at vcrajyaguru@rmc.gov.in within the date and time as specified under:

TIME:- UPTO 18:00 Hrs.

DATE: UP TO 02-11-2018

Bidder shall note that queries received after the specified period as mentioned above shall not be entertained.

RMC shall clarify / reply to the relevant queries of bidder received within stipulated time limit on-line only at www.rmc.nprocure.com website atleast 48 hours before the last date of submission of on-line bid.

- 19.2 ~~The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.~~
- 19.3 Regarding clarification to Bidding document, refer clause 9.1
- 19.4 Minutes of the meeting, including the text of the questions raised and the responses given, will be uploaded online on e-tender website "www.rmc.nprocure.com" as early as possible. Any modification of the bidding documents listed in Sub-Clause 8.1, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause-10 and not through the minutes of the pre-bid meeting.
- 19.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

20. FORMAT AND SIGNING OF BID:

- 20.1 The bidder shall prepare one original hard copy of the technical proposal, clearly marking "Physical submission of TECHNICAL PROPOSAL" duly super scribed with name of work.
- 20.2 The copy of Technical bid (i.e. Physical submission) shall be typed or written in indelible ink (in the case of copies, Photostats are also, acceptable and shall be signed by a person or persons duly authorized to sign on behalf of the bidder, pursuant to Sub-Clauses 5.1 (a), as the case may be. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.
- 20.3 The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

20.4 The bidder shall furnish information in “Form of Price Proposal” stipulated in “Price Bid”, Volume IV, along with required documents during physical submission, on commission or gratuities if any, paid or to be paid relating to this Bid, and to execute the contract as given in “Form of Contract Agreement”, Volume III, if the bidder is awarded the contract. . However, **bidders shall note that prices shall be quoted Online only** and no reference of the same shall be made in hard copy submission failing which the bid shall be rejected outright.

Bidders' stamp & initials

D. SUBMISSION OF BIDS

21 ONLINE PRIMARY BID AND ONLINE PRICE BID:

- 21.1 The bidder shall have to provide Tender fee and EMD details online in Primary Stage whereas the rates are to be quoted online only in the given online Commercial Stage. Rate quoted in any other format will not be accepted.
- 21.2 The bidder shall during the physical submission of documents, have to submit Demand Draft for Tender fee and DD/BG for EMD along with all necessary documents required for pre-qualification and as asked in the tender documents.

The physical submission of required documents is to be submitted at the below given address within the stipulated date and time mentioned in Tender Notice. The submission of required documents can be submitted either in person or by Speed Post.

Office of the Executive Engineer (Water Works)
Rajkot Municipal Corporation,
Water Works Department,
Central Zone, Room No.6, (S.F.),
Dr.AmbedkarBhavan, Dhebarbhai Road,
Rajkot - 360001.

Bear the following identification:

Bid for e-Tender No.: RMC/AMRUT/2018/WW/50MLD WTP/GETCO CHOWKDI

Name of work: ENGINEERING, PROCUREMENT, CONSTRUCTION,
COMMISSIONING AND 5 YEARS OPERATION & MAINTENANCE OF
50MLD CAPACITY WATER TREATMENT PLANTAT GETCO
CHOWKDI, MAVDI, RAJKOT.

- 21.3 In addition to the identification required in Sub-Clause 21.2, the envelope shall indicate the name and address of the bidder to enable the physical submission made to be returned, unopened incase it is declared "late" pursuant to Clause 23.
- 21.4 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement of physically submitted documents.

22. DEADLINE FOR SUBMISSION OF BIDS:

- 22.1 The bidder shall have to provide Tender fee and EMD details online in Primary Stage whereas the rates are to be quoted online only in the given online Commercial Stage within the prescribed date and time as mentioned in the Tender Notice.

Physical submission of all required documents must be received by the Employer at the address specified above not later than the prescribed date and time as mentioned in the Tender Notice. The submission of required documents can be submitted either in person or by Speed Post.

Bidders' stamp & initials

22.2 The Employer may, at its discretion, extend the deadline for submission of bids by issuing an addendum in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

23 LATE SUBMISSION OF REQUIRED DOCUMENTS (PHYSICALLY):

23.1 Any physical submission received by the Employer after the deadline for submission prescribed in Clause 22 will be rejected and returned unopened to the bidder.

E. OPENING & EVALUATION OF TECHNICAL PROPOSAL (PHYSICAL SUBMISSION)

24. OPENING OF PRIMARY BID AND PHYSICALLY SUBMITTED DOCUMENTS FOR PRE-QUALIFICATION:

24.1 The Employer will open the Primary Bid and Physically submitted documents for Pre-qualification at the office of the **Executive Engineer (Water Works)**, Rajkot Municipal Corporation, Central Zone, Dr. Ambedkar Bhavan, Dhebarbhai Road, Rajkot-360001.

24.2 After opening of Primary Bid and Physically submitted documents for Pre-qualification, the procedure for the pre-qualification shall be adopted and the Commercial Bid of only successful qualified bidder shall be opened for final evaluation of the contract. The decision of Municipal Commissioner regarding the pre-qualification shall be final and binding to all the bidders.

25. PROCESS TO BE CONFIDENTIAL:

Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the bidder's bid.

26 PRELIMINARY EXAMINATION OF TECHNICAL PROPOSAL:

The Employer will examine the bids to determine whether they are complete, whether the documents have been properly signed, whether-the required security is included, and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or other criteria specified in the bidding documents will be rejected by the Employer and not included for further consideration.

27. EVALUATION & COMPARISON OF TECHNICAL PROPOSAL

The Employer will carry out a detailed evaluation of the bids in order to determine whether the technical aspects are substantially responsive to the requirements set forth in the

bidding documents. In order to reach such a determination, the employer will examine the information supplied by the bidders and other requirements in the bidding documents, taking into account the factors mentioned in clause 5.3, on a pass or fail basis:

28. CLARIFICATION OF TECHNICAL PROPOSALS AND CONTACTING THE EMPLOYER:

28.1 The Employer may conduct clarification meetings with each or any Bidder to discuss any matters, technical or otherwise, where the Employer requires amendments or changes to be made to the Technical Proposal.

28.2 The envelope containing the physical submission of required necessary documents shall be addressed and bear the name of Contract and Bid Reference Number as specified in Sub-Clause 21.2.

28.3 Any effort by the bidder to influence the employer in the Employer's evaluation of technical proposals, bid comparison or the Employer's decisions on acceptance or rejection of bids may result in the rejection of the bidder's bid.

29. OPENING OF ONLINE COMMERCIAL BID (PRICE PROPOSALS):

At the end of the evaluation of the technical proposals and after receiving the approval from competent authority, the Employer will open online Commercial Bid (Price Bid) of pre-qualified bidders only.

In evaluation of technical proposals, the decision of Municipal Commissioner, Rajkot Municipal Corporation shall be final and binding to all the bidders. Rajkot Municipal Corporation will not entertain any dispute in this regard.

Bidders' stamp & initials

F. OPENING AND EVALUATION OF PRICE PROPOSALS

30 OPENING OF ONLINE PRICE PROPOSALS (COMMERCIAL BIDS):

The Employer will open the ONLINE price proposals of prequalified bidders who submitted substantially responsive technical proposals.

31. PROCESS TO BE CONFIDENTIAL

Information relating to the examination, clarification, evaluation and comparison of bids and recommendation for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's, processing of bids or award decisions may result in the rejection of the bidder's bid at any stage of bidding process.

32 CLARIFICATION OF PRICE PROPOSALS AND CONTACTING THE EMPLOYER:

32.1 To assist in the examination, evaluation and comparison of price proposals, the Employer may, at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids.

32.2 Subject to Sub-clause 32.1, no bidder shall contact the employer on any matter relating to its bid from the time of opening of price proposals to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

32.3 Any effort by the bidder to influence the Employer in the Employer's evaluation of price proposals, bid comparison or contract award decisions may result in the rejection of the bidder's bid.

33 PRELIMINARY EXAMINATION OF PRICE PROPOSALS AND DETERMINATION OF RESPONSIVENESS:

33.1 The Employer will examine the bids to determine whether they are complete, whether the documents have been properly signed, whether the required security is included, whether the bids are substantially responsive to the requirements of the bidding documents; and whether the bids provide any clarification and/or substantiation that the Employer may require pursuant to Clause 32.

33.2 A substantially responsive bid is one which conforms to all the terms, conditions and requirements of the bidding documents, without material deviation or

reservation and includes the amendments and changes, if any, requested by the Employer during the evaluation of the bidder's technical proposal.

- 33.3 If a price proposal is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

34 CONVERSION TO SINGLE CURRENCY: NOT APPLICABLE

35 EVALUATION AND COMPARISON OF PRICE PROPOSAL:

35.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 33.

35.2 Evaluation will be done on the total bid price inclusive of all taxes and duties.

35.3 The Employer's evaluation of a bid will take into account, in addition to the bid prices indicated in the Schedule of Prices, the following costs and factors that will be added to each Bidder's bid price in the evaluation using pricing information available to the Employer, in the manner and to the extent indicated in Sub-Clause 35.4 and in the Employer's Requirements.

- (a) Compliance with the time schedule called for in the Appendix to Price Proposal and evidenced as needed in a milestone schedule provided in the bid;
- (b) The functional guarantees of the facilities offered against the specified performance criteria of the plant and equipment; and
- (c) The extra cost of work, services, facilities, etc., required to be provided by the Employer or third parties.

35.4 Pursuant to Sub-Clause 35.3, the following evaluation methods will be followed:

- (a) **Time Schedule:** The plant and equipment covered by this bidding are required to be shipped, installed and the facilities completed within the period specified in Sub-Clause 1.2 and the Appendix to Technical Proposal. Bidders submitting bids that deviate from the time schedule specified will be rejected.
- (b) **Final Bid Evaluation to decide the lowest bid will be carried out by the employer based on loading of the 15 years life Cycle Cost of Guaranteed Power declared by the bidder in the technical bid. Final bid evaluation methodology with loading of the life cycle cost of power is given as below table. Bidder shall not have to fill the data/amounts in technical bid / below table. This table is format for the evaluation purpose only to decide the lowest bid which will be filled & assessed by Client only. Contract will be awarded to lowest bid evaluated after considering the prices as per Grand Total of Price Schedule A of Grand Summary of Price Bid and loading the energy cost as per C in below table.**

Table for final bid evaluation only

SR NO	WORK	AMOUNT
A	Construction Phase Engineering, Procuring, Constructing, Commissioning (EPC) of (1) Water Treatment Plant of 50MLD capacity at Water Treatment Plant at GETCO Chowkdi, Mavdi, RMC, Rajkot along with all related Mechanical, Electrical and Instrumentation equipment and accessories , including miscellaneous works etc. Complete for RMC.. Total of I) As Per Price Schedule A of Grand Summary	
B	Operation & Maintenance Phase Operation and Maintenance of the entire Water Treatment facilities at the site for 5 years after satisfactory commissioning and trial run of entire system (WTP) including plant references. Total of II) As Per Price Schedule A of Grand Summary	
C	Power Cost for 15 Years at 10% Discount Rate <ul style="list-style-type: none"> • Guaranteed Power Consumption (A) = _____ kW.hr/day. (Taken from The Load List Given in the Bid) • Rate of Power to be considered for evaluation = Rs.7.00 per kW.hr/day • Discounting Factor for 15 years at 10% Discount Rate = 7.61 • Discounted Power Cost = (A) x 365 x 7.00 x 7.61 	
	TOTAL BID VALUE FOR PRICE EVALUATION.....A+B+C	

(c) **Functional Guarantee of the facilities:**

- (i) Bidders shall state the functional guarantees (e.g. performance, efficiency, power & chemical consumption) of the proposed facilities in response to the Employer's Requirements. Plant and equipment offered shall have a minimum (or a maximum, as the case may be) level of functional guarantees specified in the Employer's Requirements to be considered responsive. Bids offering plant and equipment with functional guarantees more than the maximum specified or less than the minimum specified shall be rejected.

(d) **Work, services, facilities etc., to be provided by the Employer:**

Where bids include for the undertaking of work or the provision of services or facilities by the Employer in excess of the provisions allowed for in the bidding documents, the Employer shall assess the costs of such additional work, services and/or facilities during the duration of the contract. Such costs shall be added to the bid price *for* evaluation; and

35.5 (a) Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price." Bid prices quoted by Bidders shall remain unaltered.

- (b) The Employer reserves the right to accept or reject any variation or deviation. Variations, deviations, and other factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in bid evaluation.

- (c) The estimated effect of the price adjustment provisions of the Conditions of

Bidders' stamp & initials

Particular Application, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

- (d) If the bid of the technically qualified bidder is substantially below the Employer's estimate for the contract, the Employer may require the bidder to produce detailed price analyses to demonstrate the internal consistency of those prices. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in Clause 41 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract. However, if employer feels that with substantially lower quotation, the desired quality of work is not possible, than it is at the discretion and right of employer to reject or to consider such price offer. Under such circumstances, the second lowest bidder shall be called for negotiation.

36 DOMESTIC PREFERENCE: NOT APPLICABLE

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G. AWARD OF CONTRACT

37 AWARD:

Subject to Clause 38, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the Lowest Evaluated Bid Price, provided that such bidder has been determined to be (i) eligible in accordance with the provisions of Clause 3; and (ii) qualified in accordance with the provisions of Clause 5.

38 EMPLOYER'S RIGHT TO ACCEPT ANY BID OR TO REJECT ANY OR ALL BIDS:

Notwithstanding Clause 40, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

39 NOTIFICATION OF AWARD:

39.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by fax, confirmed by registered letter, that its bid has been accepted. This letter {hereinafter and in the Conditions of Contract called the "Letter of Intent") shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").

39.2 The notification of award will constitute the formation of the Contract.

39.3 Upon the furnishing by the successful bidder of a performance security, the Employer will promptly notify the other bidders that their bids have been unsuccessful and issue "Notice to proceed to successful bidder."

40 SIGNING OF CONTRACT AGREEMENT:

40.1 At the same time that he notifies the successful bidder that its bid has been accepted, the Employer will send the bidder the letter of acceptance and inform to enter into Contract Agreement with Rajkot Municipal Corporation, incorporating all agreements between the parties. The successful bidder shall have to enter into an agreement on a non-judicial stamp paper of Rs.100/- as per the form of the agreement approved by the Corporation. The cost of stamp paper and adhesive stamp shall be borne by the contractor.

40.2 Within 10 (Ten) days of receipt of the letter of acceptance, the successful bidder shall sign the Contract Agreement and return it to the Employer.

41 PERFORMANCE SECURITY:

- 41.1 Within 10 (Ten) days of receipt of the notification of award from the Employer, the successful bidder shall furnish to the Employer a performance security in an amount of 10 (TEN) percent of the Contract Price in accordance with the Clause 4.2 of Particular Conditions of Contract. The form of performance security provided in Volume III of the bidding documents shall be used.
- 41.2 Failure of the successful bidder to comply with the requirements of Clauses 40 or 41.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

42 CORRUPT OR FRAUDULENT PRACTICES:

42.1 The RMC requires that bidders/ suppliers/ contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:

(a) Defines for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practices" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so , by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the borrower of the benefits of free and open competition;

(b) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded

If at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing the contract.

42.2 Furthermore, bidders shall be aware of the provision stated Sub-Clause 15.6 of the Conditions of Particular Application, Vol. 1 Section II - Part 2.

APPENDICES

Bidders' stamp & initials

APPENDIX - A (NOT APPLICABLE FOR THIS WORK)

EACH MEMBER OF THE CONSORTIUM SHOULD GIVE ALL THE DETAILS FOR EACH OF THE FOLLOWING APPENDICES.

Sr.No.	Name of the Consortium Member	Role of the Member	Equity Stake in Project.

Bidders' stamp & initials

APPENDIX - B

Financial Resources in ongoing projects

Sr.No	Description of ongoing projects	Total cost of work/contract (Rs. In Lacs)	Members contribution (%)	Funds required to be contributed.
1	2	3	4	5

Bidders' stamp & initials

APPENDIX - C

FINANCIAL INFORMATION

1. Annual turnover for last financial seven years

Financial year	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	Average of last 7 years
Turnover Rs. In Lacs								

2. Working Capital

Working Capital As on date:- 31/03/2018	Rs.
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Note:- The bidder shall have to submit the copies of Audited Report of last seven Financial Years. The bidder shall also have to submit the Certificate regarding Turnover and Working Capital from the registered Chartered Accountant

Bidders' stamp & initials

APPENDIX - D

EXPERIENCE OF EPC / TURNKEY PROJECT EXECUTION OF WORK OF SIMILAR NATURE INCLUDING WATER TREATMENT PLANT COMPLETED SUCCESSFULLY AS A CONTRACTOR DURING LAST 7 (SEVEN) YEARS OF VALUE & CAPACITY OF WTP AS SPECIFIED UNDER EXPERIENCE CRITERIA FOR QUALIFICATION OF THE BIDDER

("Work of Similar Nature" means experience of design, detailed engineering, procuring, construction, testing, commissioning of any Water Supply Project including Water Treatment Plant in any Municipal Body / Urban Local Body / Development Authority / State Government Body or undertaking / any department or undertaking of Government of India and out of these at least one plant shall be in successful operation for minimum one year.)

Sr. No	Name of the WTP Project	WTP Capacity in MLD	Name of Client with address and contact number	Cost of the Project (Rs. in lacs)	Brief Details of WTP components (with type and nature of the process design)	Date of Work Awarded	Date of Work Completed	Delay in Months from the Scheduled date of Completion	Whether Project Under Litigation (Yes/No) & reasons thereof

A certificate from client for satisfactory completion of the work and successful performance of the system shall be attached.

Signature of Contractor

APPENDIX - E1

Experience of successful completion of O&M of minimum one Water Treatment Plant for at least 1 year out of the "Work of Similar Nature" completed by bidder in last Seven (7) Years

Sr. No.	Name of the Project and Capacity of plant in MLD	Name of client with address and contact number	Period of O & M	General duties and functions of operator	Operation Cost (Rs. in Lacs)	Year of completion

A certificate from client for satisfactory completion of the work and successful performance of the system shall be attached.

Signature of Bidder

APPENDIX - E2

Experience of successful completion of PLC/SDCADA Works of min. one Water Treatment Plant and in successful operation for at least 1 year out of the "Work of Similar Nature" completed by bidder in last Seven (7) Years

Sr. No	Name of the WTP Project	WTP Capacity in MLD	Name of Client with address and contact number	Cost of the Project (Rs. in lacs)	Brief Details of WTP components with PLC/SCADA	Date of Work Awarded	Date of Work Completed	Delay in Months from the Scheduled date of Completion	Whether Project Under Litigation (Yes/No) & reasons thereof

A certificate from client for satisfactory completion of the work and successful performance of the system shall be attached.

Signature of Bidder

APPENDIX - F
INFORMATION ON BID CAPACITY

**WORK FOR WHICH BIDS HAVE BEEN SUBMITTED AND WORKS WHICH ARE YET TO BE COMPLETED AS ON
THE DATE OF THIS BID (EXISTING COMMITMENTS AND ON-GOING WORKS)**

Description of Work	Place and state	Contract No. & Date	Name and Address of the Employer	Value of Contract Rs. in Lacs	Stipulated Date of completion	Value of work remaining to be completed Rs. in Lacs	Anticipated date of completion
1	2	3	4	5	6	7	8

Signature of Bidder

APPENDIX - G

Key Technical personnel & Project Manager Competence and qualification
(Experience in Year)

Team	Name of person	Qualification	Experience in Years (In Required status)
Project Manager			
Environment Engineer			
Civil Engineer			
Mechanical Engineer			
Electrical Engineer			
Instrumentation Engineer			
Laboratory Technician (Micro-biologist)			

Note: Please give required details in curriculum vitae (Appendix G1) for each team members

Signature & Stamp of Contractor

APPENDIX - G1

Key Technical Personnel & Project Manager Competence and qualification

CURRICULUM VITAE

Sr.No	Details		
1.	Name		
2.	Age		
3.	Qualifications		
4.	Experience in Project Related field.		
5.	Other experience		
6.	Employment Record.		
Sr. No.	Period	Organization	Status
	From To		

Note:

The contractor's project Team should consist of persons in the following disciplines.

Treatment process;

Other civil engineering works;

Mechanical engineering;

Electrical engineering;

Project management;

Instrumentation Engineer;

Signature & Stamp of Contractor

APPENDIX - H

NAME, EXPERIENCE AND DETAILS OF CAPACITY OF SUBCONTRACTOR

Name of Sub-contractor	Details of the works to be given if bidders will be awarded the work	Experience in Years for the work to be given	Registration or Rating if any	Average Annual Turn over of Last Three Years

Note: Please give required details in Information of sub contractor APPENDIX-H1

Signature & Stamp of Contractor

APPENDIX - H1

Information of sub-contractors

Sr.No	Details	
1.	Name	
2.	Registration class if any	
4.	Experience in Project Related field.	
5.	Other experience	
6.	Nos. of Employee in organization:	

Sr. No.	Work Carried out by the sub contractor	Value of work Rs. In Lacs	Name of client	Contact No of client

Signature & Stamp of Contractor

APPENDIX - I

DETAILS OF PLANT & EQUIPMENT OWNED BY THE CONTRACTOR

Name of Plants / Equipments	Make of Plants / Equipments	Details of the RTO registration	Cost of Plants / Equipment	Location where the Plants / Equipment located

Signature & Stamp of Contractor

APPENDIX - J

Bidder's Available Credit in Bank

Name of the Bank :

(with address, phone and Fax Nos.)

Sr.No. (1)	Year (2)	Working Capital limit (Rs. In Lacs)		Interest rate charged by Bank. (5)
		Sanctioned (3)	Drawn. (4)	
1	2011-2012			
2	2012-2013			
3	2013-2014			
4	2014-2015			
5	2015-2016			
6	2016-2017			
7	2017-2018			

Details of fund base as well as non-fund based credit available with bank should be furnished

Note: The latest credit facilities available from banks with certified copies to be submitted.

Signature & Stamp of Contractor

APPENDIX - K

Available Bid Capacity

(TO BE SUBMITTED WITH FOLLOWING CALCULATION)

Note :

1. Available Bid Capacity-ABC will be finding out by the following method.

ABC is calculated as $ABC = 2 * A * N - B$

Where,

A= Maximum value of works executed in any one year during the last seven years (updated to present price level by applying enhancement factor) taking into account the completed as well as works in progress.

N= Number of years prescribed for completion of the works for which tenders are invited.

B= Value (present price level by applying enhancement factor) of existing commitments and on-going works to be completed during that next N year (period of completion of the works for which the tenders are invited.)

Signature & Stamp of Contractor

Application Form(1) General Information

All individual firms and each partner of a consortium applying for qualification are requested to complete the information in this form. Nationality information to be provided for all owners or applicants who are partnerships or individually-owned firms.

Where the Applicant proposes to use named subcontractors for critical components of the works, or for work contents in excess of 10 percent of the value of the whole works the following information should also be supplied for the specialist subcontractor(s).

1.	Name of Firm	
2.	Head office address	
3.	Telephone	Contact
4.	Fax	Telex
5.	Place of incorporation/registration	Year of incorporation/ registration
	Nationality of owners	
	Name	Nationality
1.		
2.		
3.		
4.		
5.		

Signature & Stamp of Contractor

Name of Bidders officers / Persons to be contacted			
Name.	Address	Phone Nos.	Fax.

Signature & Stamp of Contractor

Bidders' stamp & initials

Application Form (1A)

Structure and Organization

<p>The applicant is an individual a proprietary firm a firm in partnership a Limited Company or Corporation a group of firms/consortium (if Yes, give completion information in respect of each partner)</p>	
<p>Attach the Organization Chart showing the structure of the organization including the names of the Directors and position of officers</p>	
<p>Number of years of experience : as a Prime Contractor (contractor shouldering major responsibility in own country other countries (specify country)</p>	
<p>in a consortium in own country other countries (Specify country)</p>	
<p>as a sub-contractor (specify main contractor) in own country other countries (Specify country)</p>	
<p>a. Name and address of any associates the applicant has in India (in case the applicant happens to be from foreign country) who are knowledgeable in the procedures of customs, immigration, taxes and other information necessary to do the work.</p>	
<p>For how many years has your organization been in business of similar work under its present name? What were your fields when your organization was established? Whether any new fields were added in your organization? And if so, when?</p>	
<p>b. Were you ever required to suspend construction for a period of more than six months continuously after you started? If so, give the name of project and give reasons therefore.</p>	
<p>c. Have you ever left the work awarded to you incomplete? If so,</p>	

give name of project and reasons for not completing work.	
7. In which fields of civil engineering construction do you claim specialization and interest?	
8. Give details of your experience in mechanized cement concrete and in modern concrete technology for manufacture and quality control.	
9. Give details of your experience in using heavy earth moving equipment and quality control in compaction of soils.	
10. Details of experience in Design, build, operate and maintain Water Treatment Plant along-with capacity, technology used	

Signature & Stamp of Contractor

SECTION II

PART 1 GENERAL CONDITIONS OF CONTRACT

SECTION II

PART - 1

General Conditions of Contract

FIDIC Conditions Of Contract For EPC / Turnkey

First Edition 1999

- (a) The Conditions of Contract **Part I: General Conditions**, shall be those forming Part of the “Conditions of Contract for EPC / Turnkey Projects, “ first edition 1999, (ISBN2-88432-021-0) prepared by the Federation International des Ingenieurs - Conseils (FIDIC). These Conditions are subject to the variations and additions set out in Part 2 hereof-entitled “Conditions of Particular Application”.
- (b) Copies of the FIDIC Contract can also be obtained from:
- FIDIC Secretariat
P.O. Box 86
1000 Lausanne 12
Switzerland
Facsimile: 41 21 653 5432
Telephone: 41 21 653 5003
- (c) The General Conditions of Contract are set out Part -II of this document. However, in case of any ambiguity or dispute in interpreting the conditions set out herein the document published by FIDIC titled as “Conditions of Contract for EPC/Turnkey projects” First Edition 1999 as mentioned in (a) above shall be referred to and relied upon.

FIDIC CONDITIONS OF THE CONTRACT

For Design-Build & Turn-Key

SECTION II

PART 2 CONDITIONS OF PARTICULAR APPLICATION

SECTION II

PART - 2

CONDITIONS OF PARTICULAR APPLICATION

The following amendments and additions shall be made to the Part I - General Conditions of Contract for EPC / Turnkey Projects issued by the Federation International des Ingenieurs - Conseils, First edition: 1999.

Clause 1 General Provisions

Insert the following additional definitions:

Sub Clause 1.1.1.6

The word “Tender” is synonymous with “Bid” and their derivatives (bidder / tenderer, bid / tendered, bidding / tendering, etc.) as well as the words “Tender Documents” with “Bid or Bidding Documents” are synonymous.

Sub Clause 1.1.2 Parties and Persons

Add Sub Clause 1.1.2.11, 1.1.2.12 and 1.1.2.13 as under

Sub Clause 1.1.2.11

“Consultant” means Engineering consultant appointed by the Employer’s representative for the specific purpose from time to time to aid and assist him.

Sub Clause 1.1.2.12

“Inspection Agency” means a person or a firm appointed by the Employer’s representative for the inspection of the material, equipment and Works to ensure the quality of the Work.

Sub Clause 1.1.2.13

“Employer” means Rajkot Municipal Corporation referred to as RMC.

Sub Clause 1.4:

Replace the text of sub-clause 1.4 and add the following:-

The law of the Contract is the law of India

Sub Clause 1.5: Priority of Documents

Delete the document listed (a) to (e) and substitute

- a) The Contract Agreement;
- b) The Letter of Acceptance;
- c) The Employer’s Requirements;
- d) The Bid;

- e) The Conditions of Contract - Part II - Section-3;
- f) The Conditions of Contract - Part I - Section-2;
- g) The Specifications;
- h) The Bid Drawings;
- i) The Schedules; and
- j) The Contractor's Proposal
- k) Standing Committee Resolution

Add Sub-Clause 1.15 Details to be Confidential

“The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out his obligations under it. The Contractor shall not publish, permit to be published, or disclose any particulars of the Contract in any trade or technical paper or elsewhere without the previous consent in writing of the Employer and at the Employer's sole discretion.”

Clause 3: The Employer's Representative

Add following at the end of the Sub-Clause 3.1 - Employer's Representative's:

The Employer's Representative shall obtain the specific approval of the Employer before taking action under the following Sub-Clauses of the Conditions of Contract Part I :-

- (a) Sub-Clause 3.5: Determinations
- (b) Sub-Clause 4.4: Subcontractors
- (c) Sub-Clause 8.4: Extension of Time
- (d) Sub-Clause 8.8: Suspension of Work
- (e) Sub-Clause 8.9: Consequences of Suspension
- (f) Sub-Clause 8.11: Prolonged Suspension
- (g) Sub-Clause 10.1: Taking over of the works and Sections
- (h) Sub-Clause 11.9: Performance Certificate
- (i) Sub-Clause 12.4 (b): Failure to pass test after completion
- (j) Sub-Clause 13.1: Right to Vary
- (k) Sub-Clause 13.3: Variation Procedure
- (l) Sub-Clause 13.7: Adjustments for changes in legislation
- (m) Sub-Clause 15.2: Termination by the Employer
- (n) Sub-Clause 19.4: Consequences of Force Majeure
- (o) Clause 20: Claims, Disputes and Arbitration

Add Sub-clause 3.6 - Management Meetings

“Either the Employer’s Representative or the Contractor’s Representative may require the other to attend a management meeting. The business of each management meeting shall be to review the anticipated arrangement for future work and to resolve any matters raised in accordance with this Sub-Clause. The Employer’s Representative shall record the business of management meetings and provide copies of this record to those attending the meeting and to the Employer. The responsibility of the parties for any actions to be taken shall be included in such record and shall, if not agreed in accordance with the Contract, be decided by the Employer’s Representative.

The Contractor’s Representative shall notify the Employer’s Representative at the earliest opportunity of specific likely future events or circumstances, which may adversely affect the work, increase the Contract Price or delay the execution of the Works. The Employer’s Representative may require the Contractor to submit an estimate of the anticipated effect of the future event or circumstances, and/or a proposal under Sub-Clause 14.3. The Contractor shall submit such estimate and/or proposal as soon as practicable. The Contractor’s Representative shall co-operate with the Employer’s Representative in making and considering proposals to mitigate the effect of any such event or circumstances, and in carrying out instructions of the Employer’s Representative.

Clause 4 - The Contractor

Sub-clause 4.1: Add the following sentence to proceed the existing text under Sub clause 4.1:

The Contractor is required to check the design criteria and calculations (if any) included in Employer’s requirements, to confirm their correctness, in its bid and to assume full responsibility for them.

Sub-Clause 4.2 - Performance Security

Replace the text of Sub-Clause 4.2 except last two paras with the following:

The successful bidder shall have to pay performance security deposit, equivalent to 10% of the construction contract value, out of which 5% of value of work to be paid at the time of agreement in the form of unequivocal bank guarantee issued by any nationalized bank or scheduled bank (except co-operative bank) in India valid for at least 3 months beyond defect liability period of 5 years, and remaining 5% will be deducted from running bill as retention money. However the retention money shall be refunded along-with the final bill whereas the 5% amount of performance guarantee shall be refunded after completion of defect liability period of 5 years.

Without limitation to the provisions of the preceding paragraph, whenever the Employer’s representative determines an addition to the Contract price as a result of a change in cost and/or legislation or as a result of variation amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor, at the Employer’s representative’s written request, shall promptly increase the value of the performance security in that currency by an equal percentage.

The performance security for construction shall be valid until 28 days from the date of issue of the taking-over-certificate. Prior to making any claim under the performance security, the Employer

shall, in every case, notify the Contractor stating the nature of the default for which the claim is to be made.

Sub-Clause 4.4 - Subcontractors

At the end of sub-paragraph 4.4 (a), add:

“However, such consent shall not be required for minor work where the value of the subcontract is less than 0.01% of the Contract price;”

Add Sub-clause (d) as under:

The Contractor shall not be permitted to sub-contract more than 40% of the contracted work awarded to him.

Sub-Clause 4.10 Site Data:

Add the sentence after second para as follows:

The Contractor shall be responsible for interpreting all data including data listed elsewhere in the contract as open for Inspection at project site as well as Head office.

Sub-Clause 4.12 Unforeseeable Difficulties

Add to the sub clause:

- (d) Preliminary Geotechnical Investigation data/survey data generated by the Employer is available for the guidance of the bidder. However, the Employer does not take any responsibility of its correctness. The bidder shall carry out independent additional investigations and surveys to collect the data required to design and construction of above/below ground (sub-soil) structures/facilities as per the Contract conditions. The bidder shall make provision in his bid for any unforeseen sub-soil condition encountered at the time of execution of the Works & shall indemnify the Employer for the losses incurred by the Bidder/Contractor on this account.

Sub-Clause 4.17 - Contractor’s Equipment

At the end of Sub-clause 4.17, add the following paragraphs:

“Contractor’s Equipment which are intended for permanent use as a part of works under the contract and for temporary use during the construction period, initially owned by the Contractor (either directly or indirectly) shall be deemed to be the property of the Employer with effect from its time of arrival on the site. The vesting of such property in the Employer shall not:

- (a) Affect the responsibility or liability of the Employer,
- (b) Prejudice the right of the Contractor to the sole use of such Contractor’s Equipment for the purpose of the Works, or affect the Contractor’s responsibility to operate and maintain the same under the provisions of the Contract.

The property in each of the equipments of temporary use during construction shall be deemed to revert in the Contractor with effect from the time he is entitled to remove it from the Site, or when the Employer’s Representative issues the Taking-Over Certificate for the Works, whichever occurs first.

Sub-Clause 4.19 Electricity, Water and Gas

Delete the Sub-Clause and substitute:

The Contractor shall make his own arrangement of electrical power - water - gas and any other services required by the Contractor for Execution of "Work". The Employer shall make available free of cost to the Contractor the Power, required for the Operation and Maintenance of the works / facilities. However, such power shall be supplied only to the maximum extent of the requirement of power indicated by the Contractor in his bid. Any cost relating to the additional electrical power consumed by the contractor shall be recovered by the Employer from the Contractor's monthly bills.

Clause 5 Design

Sub-Clause 5.1: General Design Obligations

- 1) All pipeline works.
- 2) All Civil works
- 3) All mechanical works, equipment and installation
- 4) Electrical works, equipment and installations.
- 5) All storage facilities.
- 6) All Instrumentation Control works.

Sub-Clause 5.2 Contractor's Documents

Delete existing Para (a) and substitute

- (a) Construction shall not commence until the Contractor receives the Employer's Representative's approval of the Construction Documents which are relevant to the design and construction of such part;

Sub-clause 5.4: Add the following sentence to the end of Sub-clause 5.4:-

"In respect of Technical Specifications and standards, any national or international standards which promise to confer equal or better quality than the standard specified will also be acceptable.

Clause 6 - Staff and Labour

Sub-Clause 6.8 Contractor's Superintendence

At the end of Sub-clause 6.8 add

"A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of Gujarati and/or Hindi language, or the Contractor shall have sufficient competent interpreters available on Site during all working hours."

Add the following Sub-Clauses:

Sub-Clause 6.12 - Measures against Insect and Pest Nuisance

“The Contractor shall at all times take the necessary precautions to protect all staff and labour employed on the Site from insect and pest nuisance, and to reduce the dangers to health and the general nuisance occasioned by the same. The Contractor shall provide his staff and labour with suitable prophylactics for the prevention of malaria and take steps to prevent the formation of stagnant pools of water. The Contractor shall comply with all the regulations of the local health authorities and shall arrange to spray thoroughly with approved insecticide all buildings erected on the Site. Such treatment shall be carried out at least once a year or as instructed by such authorities”.

Sub-Clause 6.13 - Epidemics

“In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be required by the Government, or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the same.”

Sub-Clause 6.14 -Burial or Cremation of the Dead

“The Contractor shall make all necessary arrangements for the transport, to any place as required for burial / cremation of any of his expatriate employees or members of their families who may die in the Country. The Contractor shall also be responsible, to the extent required by local regulations, for making any arrangements with regard to burial / cremation of any of his local employees who may die while engaged upon the Works”.

Sub-Clause 6.15 -Alcoholic Liquor or Drugs

“The Contractor shall not, otherwise than in accordance with the statutes, ordinances and government regulations or orders for the time being in force, impart, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation., sale, gift, barter or disposal by his Subcontractors, agents, staff or labour”.

Sub-Clause 6.16 -Arms and Ammunition

“The Contractor shall not have, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid”.

Sub-Clause 6.17 - Festivals and Religious Customs

“The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious or other customs”.

Sub-Clause 6.18 -Foreign Staff and Labour

“The Contractor may import such staff, artisans, and laborers as are required in order to execute the Works. The Contractor must ensure that all such staff and laborers are provided with the required residence visas and work permits. The Contractor shall be responsible for the return to the place where they were recruited or to their domicile of all persons whom the Contractor recruited and employed for the purposes of or in connection with the Contract. The Contractor shall be responsible for such persons as are to be so returned until they shall have left the Site or, in the case of foreign nationals who have been recruited outside the country, shall have left it”.

Sub-clause 7.9 regarding Restriction on Eligibility as follows:

- (a) Any materials, equipment, services or design services which will be incorporated in or required for the contract, as well as the Contractor's Equipment and other supplies, shall have their origin in eligible source countries as listed in Section 8.
- (b) For the purpose of this clause "services" means the works and all project related services including design services.
- (c) For the purposes of this clause, "origin" means the place where the materials and equipment were mined, grown, produced, or manufactured, or from which services are provided.
- (d) The Origin of Goods and services is distinct from the Nationality of the Supplier.

Clause 8.2:

The progress of work shall be maintained as under commensurate to the time periods shown below:

Time in months	Percentage of work (Physical)
4½	15%
9	40%
13½	80%
18	100% (including 3 months trial run)

Clause 8.7:

Add the following after first paragraph.

In case of the delay attributable to the contractor unless the time of completion has been expressly extended by the employer, the employer shall derive a power and authority under this clause to recover in terms of money equivalent to 0.1% of the contract value per day of delay, subject to a maximum of 10% of the total value of contract or as decided by Municipal Commissioner.

Clause 13.1: Right to Vary

13.1.1 The Engineer-in-Charge will make any variation of the form, quality or quantity of the works relating to project that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the contractor to do and the contractor shall do any of the following:

- a) Increase or decrease the quantity of any work included in the Contract.
- b) Omit any such work (but not if the omitted work is to be carried out by the Employer or by another contractor).
- c) Change the character or quality or kind of any such work.
- d) Change the levels, lines, position and dimensions of any part of the works,
- e) Execute additional work of any kind necessary for the completion of the works, or

- f) Change any specified sequence or timing of construction of any part of the works.

The payment for such variation will be made on alignment at the rates of prevailing SOR of RMC/GWS&SB/R&B.

No such variation shall in any way vitiate or invalidate the contract, provided that where the issue of an instruction to vary the works is necessitated by some default of or breach of contract by the contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the contractor.

The contractor shall not make any such variation without instruction of the Engineer-in-Charge. Provided that no instruction shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.

Clause 14:

14.1 Contract Price

Payment for all the works shall be made on Lump sum basis. The Price contained in the schedule of the Price bid (Tender Vol - IV) shall be the governing price under the contract without any price variation.

Clause 14.2 - Advance Payments

Delete the first paragraph starting from "The Employer..... Does not state and replace as under:

"The employer shall make payment of mobilization advance at 10% simple rate of interest per annum, to facilitate mobilization on the part of the contractor not exceeding 10% of the contract value against unequivocal and unconditional bank guarantee issued by a Nationalized & Scheduled bank (Except co-operative bank) in India. Such advance will be paid in two installments as under;

- a) 5% of the construction contract price shall be payable after issuance of work order/ order to commence the work.
- b) Balance 5% shall be payable after one month of actual mobilization of men, machinery and equipment on site.

The amount of mobilization advance will be recovered as under:

- a) 10% of value of every running account bill.

OR

- b) The total mobilization advance amount will be recovered in original prescribe time limit i.e. 18 months proportionally,

As per above (a) or (b), whichever is higher/earlier

The bidder shall renew the bank guarantee at least 15 days prior to expiry of submitted of bank guarantee failing which employer reserves right to encash the bank guarantee without any prior intimation to bidder.

Clause 14.2 - Para-2 on Page No.37

Delete paragraph 4 on Page No.37 under Clause 4.2. Following paragraphs shall be deemed to be added in place of deleted paragraph.

The recovery of advance shall start from the first running bill at the rate of 10% of the bill amount.

Clause 14.4 - Schedule of Payments

14.4.2 Payment for Works

For items of works shall be paid based on the % stipulated for respective component as listed in Schedule of Payment of Price Bid, Schedule D (Vol. IV).

However, in no case, the Contractor shall be entitled to recover more than 95% of the total quoted price prior to Issue of taking over certificate and the balance 5 % of the total quoted price will be paid after completion and successful commissioning of the project.

Clause 14.5: Plant and Materials Intended for the Works.

Add the following clause under the text of the present clause.

The contractor shall submit to the Employer the following documents along with the interim bills for the payment against delivery of goods.

- i) 3 copies of the Contractor's invoice showing goods description, quantity, unit price, and total amount
- ii) Manufacturer's / Contractor's guarantee certificate
- iii) Inspection certificate, issued by the nominated inspection agency and the Contractor's factory inspection report

Clause 14.7 (b): Delete the present clause and substitute as under:

- b) The amount which is due in respect of each statement, other than the final statement within 30 days after receiving the statement and supporting documents, and

Sub-clause 14.9 :Replace the text of sub clause 14.9 except para three as follows:

The 5% retention money recovered from running account bills under Sub-clause 4.2 will be refunded along with the final bill.

Sub Clause 14.16:

"Employer, on written request from the contractor, at its own discretion shall make the payment in part or full as may be expressly requested by the contractor, directly to subcontractors or suppliers nominated by the contractor. Such payments shall be deemed to be the payments made to the contractor.

Add following Sub-Clause 15.6 in clause 15 for Corrupt and Fraudulent practice:-

If in the judgment of the Employer the Contractor has engaged incorrupt or fraudulent practices, in competing for or in executing the Contract, then the Employer may, after having given 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel the Contractor from the Site, and the provisions of Clause 15 shall apply as if such expulsion had been made under Sub-Clause 15.2.

Sub-clause 17.3: Add the following at the end:

- (g) Loss or damage due to use or occupation by the employer of any section or part of permanent works except as may be provided for in the contract,
- (h) Any operation of force of nature (in so far as it occurs on the site) which an experienced contractor :
 - (i) Could not have reasonably foreseen, or
 - (ii) Could reasonably have foreseen, but against which he could not reasonably have taken appropriate measures to prevent loss or damage to physical property occurring.

Clause 18 Insurance

Sub Clause 18.1 Add following Para at the end:

The insurance liability under this clause shall cover full reinstatement cost including the costs of demolition and professional fees and profit.

Sub Clause 18.2 Add following Para at the end:

Such insurance shall cover the employer and contractor from first working day after commencement date until date of issue of taking over certificate of work.

Delete present clause nos. 20.6 and substitute:

Clause 20.6 Arbitration

Clause 20.6.1

If the decision of DAB is not acceptable to either of the parties, any dispute in respect of which the DAB's decision has not become final and binding, the matter in dispute shall be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 or any statutory amendment thereof.

Clause 20.6.2

Neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments already put before the Engineer or the Board, as the case may be, for the purpose of obtaining its/his said Recommendations/decision. No such Recommendation/decision shall disqualify the Engineer or any of the members of the Board, as the case may be, from being called as a witness and giving evidence before the arbitrators or any matter whatsoever relevant to the dispute.

Clause 20.6.3

The reference to arbitration may proceed notwithstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, the Engineer and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the Works. Neither party shall be entitled to suspend the Works, and payment to the Contractor shall be continued to be made as provided by the Contract.

Clause 20.6.4

Arbitration proceedings shall be held at Rajkot and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

Clause 20.6.5

The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Contractor. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.

Clause 20.6.6

All arbitration awards shall be in writing and shall state the reasons for the award.

Clause 20.6.7

The place of Arbitration proceeding shall be Rajkot (Gujarat).

SECTION II

PART 3 CONDITIONS OF CONTRACT FOR OPERATION AND MAINTENANCE

SECTION II
PART 3
CONDITIONS OF CONTRACT
FOR OPERATION AND MAINTENANCE
A - ADMINISTRATIVE & LEGAL PROVISIONS

A. ADMINISTRATIVE AND LEGAL PROVISIONS

1. Definitions and Interpretations
2. Operation of the facilities
3. Duty of care
4. Obligations & responsibilities of the employer
5. Representation & Warranties of the contractor
6. Insurance
7. Indemnification
8. Inspection
9. Records & Reports
10. Payments
11. Delay Damages
12. Force Majeure
13. Termination
14. Confidentiality & Intellectual Property Rights
15. Arbitration & Dispute Resolution
16. Governing law & Jurisdiction

B. SPECIAL TERMS AND CONDITIONS

C. SCHEDULES

CONDITIONS OF CONTRACT
FOR OPERATION AND MAINTENANCE
A - ADMINISTRATIVE & LEGAL PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Conditions of Contract (“Conditions”) the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

1. “Applicable Law” means all national (or State) legislation, statutes, ordinances and other Laws and regulations and by laws of any legally constituted public authority.
2. “Contract” means the contract agreement, these conditions, the employer’s requirements, the Tender and the further documents (if any) which are listed in the contract agreement..
3. “Contractor’s Equipment” shall mean all equipment, instruments, tools, machinery and other appliances and things of the Contractor at the Site required for the fulfillment of the obligations of the Contractor under these Conditions.
4. “Contractor’s Personnel” means the contractor’s representative and all personal whom the contractor utilizes on site, who may include the staff, labour, & other employees of the contractor and of each sub contractor & any other personal assisting the contractor in the execution of the work.
5. “Dispute” shall have the meaning given to it in Clause 15 of these Conditions.
6. “Defects Liability Period” means the defect liability period of Five (5) years for all works commencing on and from of taking over during which contractor shall under take the responsibilities and have the liability for the facility.
7. “Employer’s Risk” shall include the risks mentioned as employers risks in the General Conditions and shall include any negligence or willful misconduct on the part of the Employer and also any event of Force Majeure as provided in Clause 12 of these Conditions.
8. “Employer’s Personnel” means the Employer’s Representative, the assistants and all other staff, labour and other employees of the employer and of the Employer’s representative, and any other personnel notified to the contractor, by the employer or the employer’s representative, as employer’s personnel.
9. “Employer’s Requirements” means the document entitled employer’s requirements, as included in the contract, and any additions and modifications to such document

in accordance with the contract. Such document specifies the purpose, scope, and / or design and / or other technical criteria, for the works.

10. "Facility" shall mean the entire system to be designed and constructed including the buildings, structures, ramps, pits, pipes, fencing, lighting, testing and analysis equipment, tools, computers, software programs, safety equipment, plant machinery, supplies, instruments and inventory incorporated therein, as well as all open areas within the Site, and including any additions, modifications, alterations, replacement and repairs as may be made thereto from time to time.
11. "Force Majeure" shall mean those events mentioned in Clause 12 of these Conditions.
 12. "General Conditions" shall mean the conditions stated in the tender issued by RMC.
13. "Good Operating Practices" means the standards, practices, methods and procedures as practiced internationally and in India conforming to all Applicable Law and that degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled and experienced contractor engaged in India in the same type of undertaking under the same or similar circumstances as the Contractor pursuant to these Conditions.
14. "O & M Contract" shall mean the contract entered in between the Employer and the Contractor pursuant to these Conditions.
15. "O & M Completion Certificate" shall mean the certificate to be issued by the Employer on the fulfillment of all the obligations of the Contractor under these Conditions.
16. "O & M Services" shall mean those services specified in Schedule [1] which the Contractor is obligated to perform under these Conditions.
17. "O & M Standard" shall mean the standards:
 - a) As set forth in the O & M Manual as accepted by the Employer;
 - b) As required pursuant to Applicable Law;
 - c) Set out in the Performance Guarantee; and
 - d) For the functioning of the Facility as required in accordance with the Contract including such requirements as may be mentioned in the Employer's Requirements.
 - e) For the functioning of the Facilities set forth in these Conditions.
- 18.0 "O & M Manual" shall have the meaning for manual of Operation and Maintenance.
- 19.0 "O & M Period" shall have the meaning set out in Clause.
- 20.0 "O & M Price" shall mean the amount stated in Price Schedule.

- 21.0 "Party" shall mean each of the Contractor and the Employer and Parties shall mean both of them together.
- 22.0 "Performance Guarantees" shall mean the guarantee that the Facility shall be operated satisfying the minimum performance parameters set out in Schedule.
- 23.0 "Successor Contractor" shall have the meaning given to it in Clause.
- 24.0 "Site" shall mean that specific area specified in the bid documents & shall include any other places as may be specifically designed by the employer from the time to time as forming part of the site.
- 25.0 "Taking Over Date" shall mean the date of issue of the taking over certificate under the construction phase.
- 26.0 "Taking Over Certificate" means the certificate to be issued when the whole of the works or any sections or parts of the permanent works have been substantially completed & satisfactorily parts of the test on completion in accordance with the provision of the contract.
- 27.0 "Termination" shall have the meaning given to it in Clause [13] of these Conditions.

1.2 Interpretation

In these Conditions, except where the context requires otherwise:

- (a) Words indicating one gender include all genders;
- (b) Words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) Provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing;
- (d) "Written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (e) The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions;
- (f) The words "include," "includes" and "including" are not limiting;
- (g) As used in these Conditions, all defined terms include the plural as well as the singular;
- (h) Any agreement, document or drawing defined or referred to in these Conditions shall include each amendment, modification and supplement thereto and waiver thereof as may become effective from time to time, except where otherwise indicated;
- (i) Any reference to any Clause or Sub - Clause shall unless specified otherwise mean a Clause or Sub- Clause of these Conditions; and

(j) Any rights of the Employer to make any inspections or to review any document shall not create any obligation on the Employer to conduct such inspections or reviews to detect any errors, inaccuracies, ambiguities or other potential problems. No inspection or approval by or on behalf of the Employer shall operate as a waiver of any provision of these Conditions, any obligation of Contractor under these Conditions, or any of the rights of the Employer hereunder, except as expressly agreed in writing by the Employer.

1.3 Commencement and Duration of O & M Contract

1.3.1 "The O & M Period" shall commence upon issuing of work order and shall continue for a period of Five (5) years. The Employer may propose an extension to the O & M Period by giving 30 days prior notice to the Contractor.

1.3.2 The O & M period may then be extended subject to mutual consent and on terms and conditions agreed to by both the Parties. However, Employer reserves right to extend the O&M period for maximum 6 months after the date of completion of 5 years O&M based on the rate of last year of O&M.

1.4 Applicable Law

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

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

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

1.5 Assignment

The Contractor shall not be entitled to sub-contract any part of his obligation under these Conditions to any third party without prior approval of the Employer. Neither party may assign their rights and obligations under these Conditions without the consent of the other Party. However the Employer may assign any rights under these Conditions to any financial institution from whom any financial assistance/credit facilities have been availed by the Employer.

1.6 Safety

1.6.1 Emergencies

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

1.6.2 Contractor Action

The Contractor shall utilize his personnel to take such action as may be necessary in accordance with Good Operating Practices in the event of an emergency. Notwithstanding anything to the contrary herein, the Contractor may incur any expenditure or take any other operating actions as the Contractor deems to be necessary (in accordance with Good Operating Practices) in the case of emergencies affecting the Facilities or the operation of the Facilities to counteract the effects where the Contractor considers immediate action is required to safeguard lives or property. In case such emergency was caused due to an Employer's Risk then the Employer shall reimburse such reasonable expenses that might have been incurred by the Contractor in relation thereto acting in accordance with Good Industry Practices.

1.7 Notification

1.7.1 In the event of an emergency the Contractor shall forthwith notify the Employer of the emergency, the expenditures made and the operating actions taken.

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

1.8 Inspections

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

2 OPERATION OF THE FACILITIES

2.1 Operation of the Facilities

2.1.1 The Employer appoints the Contractor to perform and undertake the O & M Services and all other obligations set out and in accordance with these Conditions during the O&M Period. The Contractor accepts the appointment and acknowledges a duty to perform such obligations.

2.1.2 The Contractor shall be in complete charge of and have custody and control over and responsibility for the Facilities, and the Contractor shall perform or cause to be performed on behalf of the Employer all O & M Services for the Facilities and shall supply or cause to be supplied all materials required therefore in accordance with the O & M Standard.

2.1.3 The Contractor shall also acknowledge that the Employer and the Employer's Personnel and other contractors may be carrying out work at the Facilities and shall endeavor to fully co-operate and work in a manner so as not to cause any obstruction or hindrance to them.

2.1.4 The Contractor is an independent Contractor and not an agent, employee and nothing in these Conditions or the O & M Contract shall be deemed to create a joint venture between the Employer and the Contractor.

2.2 Responsibility of the Contractor

The Contractor shall be solely and exclusively responsible for:

2.2.1 Necessary procedures for obtaining all necessary permits and consents required by Applicable Law or any governmental authority for the Contractor to carry out the O & M Services by providing necessary documents /authorization and charges to be paid by Rajkot Municipal Corporation. In case of charges paid by O&M Agency, the same shall be reimbursed by Rajkot Municipal Corporation.

2.2.2 The procurement of all goods and services necessary to ensure compliance with its obligations under these Conditions;

2.2.3 Making available suitably qualified and trained personnel to perform the O & M Services;

2.2.4 perform the O & M Services in accordance with the O & M Manuals and maintain the Facilities in good repair and condition and ensure that the Facilities are well and suitably maintained at all times in accordance with Good Operating Practices and in accordance with these Conditions;

2.2.5 procuring and administering all chemicals and other consumables, tools, equipment, spare parts and other materials (which shall be of good quality and unused) necessary for the operation and maintenance of the Facilities;

- 2.2.6 Maintaining a system of records to identify all inventories related to the Facilities and preparing and providing to the Employer a complete accounting of such inventory for every fiscal quarter;
- 2.2.7 arranging for the testing and recalibration of all scales, meters, gauges and other measuring devices at the Facilities on an annual basis unless otherwise stated in the O & M Contract; and
- 2.2.8 for providing any and all relevant information required by the Employer.

3 DUTY OF CARE BY THE OPERATOR AND PERFORMANCE STANDARDS

3.1 Duty of Care

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

4. OBLIGATIONS AND RESPONSIBILITIES OF THE EMPLOYER

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

- 4.1 following the issue of work order, hand-over the custody of the Facilities to the Contractor for its use during the O & M Period; and
- 4.2 pay the Contractor all sums required to be paid in accordance with the terms of these Conditions.

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

- 4.3 No advance payment or Down payment shall be made.

5 REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

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

5.1 Performance of O & M Services

5.1.1 that the Contractor has the required skills and capability to perform, and shall diligently perform, the O & M Services in a high-quality, timely and professional manner utilizing sound engineering principles and project management procedures in accordance with Good Industry Practices;

5.1.2 That the Contractor shall perform its obligations hereunder in accordance with the requirements of these Conditions and shall meet the Performance Guarantee; and

5.1.3 That it shall not use any spare parts or material that are not new and which shall be of a quality that is in accordance with Good Industry Practices.

5.2 Knowledge of Adverse Information

5.2.1 As of the Commencement Date, Contractor is not aware of any facts, conditions or events which would affect the ability of Contractor to provide the O & M Services in accordance with these Conditions.

5.2.2 Contractor has familiarized itself with the nature and extent of the O & M Services required to be provided under these Conditions and with all other requirements under Applicable Law.

5.3 Organization, Standing and Qualification

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

5.4 Due Authorization

5.4.1 Each of the execution, delivery and performance by the Contractor of all contracts entered into pursuant to these Conditions shall be duly authorized by all necessary action on the part of Contractor.

5.4.2 Neither the execution and delivery by Contractor of the O&M Contract, nor the consummation by Contractor of any of the transactions contemplated hereby, requires the consent or approval of, the giving of notice to, the registration with, the recording or filing of any document with, or the taking of any other action in respect of, any governmental authority or agency, except:

(a) Such as have been duly obtained, given, registered, recorded, filed or taken and are in full force and effect or are not yet required; and

(b) Filings and recordings expressly required pursuant to the O & M Contract. Contractor holds, or shall obtain, any and all licenses, permits and

approvals on a timely basis. Contractor has no reason to believe that any of those not yet required shall not be readily obtainable or done in the ordinary course of business upon due application there for.

5.5 Litigation

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

6 INSURANCE

6.1 General Conditions

6.1.1 Without limiting the Contractor's obligations, responsibilities and liabilities under these Conditions, the Contractor shall be required to provide and maintain in full force and effect, at his expense the insurance coverage's specified in Schedule [5] for the O&M Period. Any deductibles on the insurance shall be to the account of the Contractor.

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

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

6.1.4 The Contractor within the 14 days from work order shall submit to the Employer evidence that the insurances required under Schedule [5] of these Conditions has been obtained as approved by the Employer.

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

6.1.6 The insurances shall:

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

If the Contractor fails to effect and keep in force insurance which is required to be maintained under these Conditions, and the Employer neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which would have been recoverable pursuant to such insurance shall be paid by the Contractor.

6.1.7 The insurance shall be limited to electrical, mechanical and automation and pipe component appurtances only. The insurance for civil work is optional. Since the responsibility of safety of all work lies with contractor, contractor may prefer to take the insurance of optional item also if deemed fit.

7 INDEMNIFICATION

7.1 Loss or Damage to Facilities

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

7.2 Other Loss or Damage

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

- (i) any breach by the Contractor of its obligations hereunder; and
- (ii) any negligence, willful default or breach of statutory duty on the part of Contractor.

7.2.2 Except as otherwise stated in this Clause 7.2 or covered by Clause 7.3, the Employer shall indemnify, defend and hold harmless the Contractor for all claims and losses of

whatever kind and nature, including all related costs and expenses incurred in connection therewith, in respect of personal injury to or death of third parties or of any person employed by the Contractor in respect of loss of or damage to any third party property or property belonging to any person employed by the Contractor to the extent that the same arises out of any Employer's Risk.

7.3 Accidents or Injury to Workmen

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

7.3.2 Neither Party shall be liable to the other Party for loss of use of the Facilities, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than under Sub-Clause [13] and this Clause [7].

7.3.3 The total liability of the Contractor to the Employer, under or in connection with these Conditions other than as provided in Clause 7 & 14 shall not exceed the sum of the O & M Price and the Delay Damages payable under the these Conditions.

This Sub-Clause shall not limit liability of the Contractor in case of fraud, willful default, gross negligence and liabilities arising due to breach of Applicable Law and the liability under any other Clause of these Conditions that might impose a greater liability on the Contractor.

8 INSPECTION

8.1 General Provisions

8.1.1 The Employer may check the operation of the Facilities or designate an organization of his choice to carry out inspections regularly. The Employer or the organization appointed by him shall check that the Contractor is performing the tasks for which he is responsible with due diligence. The Contractor shall at his cost provide all the assistance the Employer requires to complete these inspections.

8.1.2 Before any inspection, the Employer shall give prior notice to the Contractor, indicating the name(s) of the person(s) empowered to carry out such inspection in the name of the Employer.

8.2 Measurement and Analysis

8.2.1 The Employer has the right to perform any analysis or inspection he deems necessary. Before any inspection, the Employer shall give a prior written notice to the Contractor.

- 8.2.2 The water quantity, for any such test, analysis or inspection shall be measured by flow-meters installed at the Facility, which are acceptable to the Employer.
- 8.2.3 The flow-meters shall be inspected and certified upon their availability by the Employer and the Contractor. Thereafter, the said meters shall be tested and their accuracy verified once in every six (6) months by the Employer and the Contractor. After each inspection, the flow-meters shall both be sealed in the presence of representatives of the Employer and the Contractor in a manner that is adequate to prevent the tampering of said meters by any person.
- 8.2.4 The Contractor shall be responsible for the security and protection of flow-meters at the designated point. If there is any malfunctioning of the meters, it should be replaced at the Contractor's cost.

8.3 Plant Complex Visits

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

9 RECORDS AND REPORTS

9.1 Operating Records and Data

The Contractor shall:

- 9.1.1 Prepare and maintain, on a current basis and in accordance with generally accepted Indian accounting principles, proper, accurate and complete books and records and accounts of all transactions related to the Facilities including a log book at the site which shall contain inter alia the following details:
 - (a) Reading from the different meters, indicators and recorders (including but not limited to consumption of energy, volume of water conveyed, operating times of the different items of equipment etc which may be updated on a daily basis); and
 - (b) Report of visits by persons other than those of the Employer and the Contractor to the Facility.

- 9.1.2 Establish and maintain a weekly and monthly reporting system to provide storage and ready retrieval of operating data relating to the Facilities, including such information necessary to verify calculations made pursuant to these Conditions or the O & M Contract and provide the same to the Employer on a monthly basis.
- 9.1.3 Provide to the Employer or such persons notified by it access to the Facilities and to data in relation to the Facilities, at all times.
- 9.1.4 At the Employer's request, at the end of every month, make a copy of the system performance data for that month as recorded by the instrument and control system on floppy diskettes and printed document there from and deliver the same to the Employer with one week.
- 9.1.5 Provide support to the Employer to meet the data requirements of all competent authorities and under Applicable Law.
- 9.2 Reports
 - 9.2.1 The Contractor shall submit the reports mentioned in Schedule [4] at times indicated in the said Schedule.
 - 9.2.2 The Contractor shall also provide the Employer with such reports as are required by the Employer and shall comply with all reporting requirements prescribed under these Conditions and the O & M Contract. In addition the Contractor shall submit the following information to the Employer:
 - 9.2.3 Upon obtaining knowledge thereof, shall submit prompt written notice of:
 - (i) Any litigation or material claims, disputes or actions, threatened or filed, concerning the Facilities or the services to be performed hereunder;
 - (ii) Any refusal or threatened refusal to grant, renew or extend or any action pending or threatened that might affect the granting, renewal or extension of any clearance, permit or license;
 - (iii) Notwithstanding the aforementioned materiality, all penalties or notices of violation issued by any authority under Applicable Law;
- 9.3 the Contractor shall promptly submit to the Employer any material information concerning new or significant aspects of the operations of the Facilities, any material complaint about the Facilities from any person or entity with a bona fide complaint who complains directly to the Contractor and, upon Employer's request, shall promptly submit any other information concerning the Facilities or the services performed by the Contractor.
 - 9.3.1 The Employer may from time to time specify any changes to be made to any of the format of any report or plan required hereunder.
 - 9.3.2 If the Contractor is required by any Applicable Law to produce any projection, report or any other document relating to the provision of the O & M Services of the

Facilities or the Employer requests a report regarding other information relating to the Facilities, the Contractor shall prepare a draft of such document at the request of the Employer, as soon as practicable and in any event within any time limit prescribed by Applicable Law.

9.3.3 If the Contractor is required by any Applicable Law to produce any projection, report or any other document, it shall prepare such report diligently and submit the same to the Employer as soon as possible thereafter. Wherever practicable, such reports shall be submitted to the Employer for review [3] days before the same is issued. The Contractor shall take into account any comments or revisions proposed by the Employer thereon.

9.4 Procurement

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

9.4.2 The Contractor shall procure spare parts, materials, supplies and other consumable items, and maintains an adequate inventory thereof Facilities.

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

10. PAYMENT

10.1 The Contractors request(s) for payment shall be made to the RMC in writing, accompanied by invoice(s) along with presence sheet of personnels of particular month duly certified by our Engineer on site, claims etc. as appreciate.

10.2 Payment shall be made by RMC as per procedure subsequent to the submission of such invoice(s)/ claim(s) by the Contractor.

10.3 The RMC shall deduct from the amount payable to the Contractor, any amount paid by RMC on behalf of the Contractor e.g. (telephone bills, GEB/PGVCL penalty for Power factor or any other dues and liquidated damages as per clause and, as per tender terms and condition. Any telephone bills submitted by telephone department, the cost of bills shall be borne by Contractor.) RMC shall provide telephone and wireless facilities on site. Batteries of wireless set periodically to be charged by contractor and wireless set to be kept in running condition by contractor.

10.4 Contractor shall provide Security Guards services for all assets in plant head works premises for 24 hours of a day and 365 days of the year for the whole contract period.

11 DELAY DAMAGES

Performance Guarantees and Delay Damages

The Contractor shall operate and maintain the Facilities in accordance with:

11.1 The O & M Standard; and

11.2 The Good Industry Practices.

In case of the failure of the Contractor to achieve each of the requirements mentioned in Price Schedule, he shall be liable to pay Liquidity Damages for each unit of shortfall.

12 FORCE MAJEURE

In this Clause, "Force Majeure" means an event or circumstance, which materially and adversely affects the ability of the affected Party to perform its obligations:

- (a) Which is beyond a Party's control,
- (b) Which such Party could not reasonably have provided against before entering into the O & M Contract,
- (c) Which, having arisen, such Party could not reasonably have avoided or overcome, and
- (d) Which is not attributable to the other Party.

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

- (i) War, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,
- (iii) Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel and other employees of the Contractor,
- (iv) Ammunitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
- (v) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity. Heavy rainfall, cyclone, strike and lockout.
- (vi) Non-receipt of Water

12.1 Notice of Force Majeure

12.1.1 If a Party is or shall be prevented from performing any of its obligations under these Conditions by Force Majeure, then it shall give notice to the other Party of the

event or circumstances constituting Force Majeure and shall specify the obligations, the performance of which is or shall be prevented. The notice shall be given within 7 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

- 12.1.2 The Party shall, having given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them.

Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

12.2 Duty to Minimize Delay

- 12.2.1 Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure.

- 12.2.2 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

- 12.2.3 Notwithstanding anything else herein contained the Employer may terminate the O & M Contract if the Force Majeure event continues for more than a period of 90 days.

13 TERMINATION

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

13.1 Termination by Employer

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

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

13.2 Payments upon Termination

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

Contractor, the Contractor shall forthwith pay any such balance to the Employer;

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

13.2.2.1 The portion of the O & M Price outstanding and payable by the Employer for the period prior to the Termination;

13.2.2.2 Any Delay Damages or indemnities for which the Contractor would be liable under these Conditions upto the date of Termination;

13.2.2.3 Any other amounts due to the Employer under these Conditions by the Employer including return of any amount of the O & M Price paid in advance by the Employer to the Contractor under Clause [10].

13.3.3 In case of a Termination by the Employer in accordance with Clause 13.1 the Employer may recover other than the amounts due to him under Clause 13.3.2, any costs incurred by him in finding any replacement contractor.

13.4 Successor to the Contractor

Upon Termination: -

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

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

13.4.3 The Contractor shall transfer to the Successor Contractor, as from the date of Termination, its rights as the Contractor under all contracts entered into by it in the performance of its obligations under these Conditions or relating to the Operation & Maintenance of its obligations under these Conditions or relating to the Operation & Maintenance of the Facilities. Pending such transfer, the Contractor shall hold its rights and interests there under for the account and to the order of the Successor Contractor.

13.4.4 The Employer shall be reimbursed any cost and expenses incurred by the Employer due to default of the Contractor in discharging its obligations under this Clause [13].

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

14 CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

14.1 Confidential Information

Subject to Clause [14.2], the Contractor shall at all times during the O & M Period and for a period of two years after that:

- 14.1.1 use all efforts to keep all information regarding the terms and conditions and any data or information acquired under or pursuant to these Conditions confidential and accordingly shall not disclose the same to any other person; and
- 14.1.2 not use any document or other information (whether technical or commercial) obtained by them it by virtue of these Conditions or the Contract concerning the

Employer's undertaking for any purpose other than performance of the its obligations under these Conditions;

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

14.2 Disclosure of Confidential Information

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

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

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

14.2.3 To the extent required by Applicable Law;

14.2.4 To any insurer under a policy of insurance; or

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

14.3 Information

The Contractor shall:

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

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

14.4 Third Party Intellectual Property

The Contractor shall: -

14.4.1 procure that any intellectual property owned or developed by third parties and utilized by the Contractor in connection with the performance of its obligations under these Conditions is licensed to the Contractor for the purposes of the

Operation & Maintenance or repair of the Facilities and otherwise for the purposes of the Facility; and

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

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

14.5 Successor Contractor

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

15 ARBITRATION AND DISPUTE RESOLUTION

DISPUTE RESOLUTION

15.1 Amicable Settlement

All disputes, controversies or claims between the Parties of any type arising out of or relating to these Conditions (a "Dispute"), including any relating to the breach, default, termination, nonpayment of sums of money due hereunder or invalidity hereof, shall be settled in the manner set forth in this Clause. Initially, and as a condition precedent to pursuing arbitration pursuant to this Clause, the representatives or other duly authorized personnel of each Party shall attempt to resolve such Dispute through negotiation. If such officers or other authorized personnel are unsuccessful at such resolution then within 90 days of the date of

such failure either Party may refer the Dispute to arbitration in accordance with Clause [15.2]. Under arbitration act.

15.2 Arbitration

15.2.1 Either Party may make a demand for binding arbitration by filing with the other Party a demand in writing signed by an officer of the complaining Party. The arbitration shall be conducted in accordance with the Rules of Conciliation as per Indian Arbitration Act - 1996, the place of arbitration shall be Rajkot in Gujarat and the arbitration shall be conducted in the English language, and the arbitration shall be final and binding.

15.2.2 Should either Party refuse or neglect to join in the procedures for the appointment of the arbitrator(s) or to furnish the arbitrator(s) with any papers or information demanded, the arbitrator(s) are empowered to proceed ex parte.

15.2.3 The costs of any arbitration shall be borne equally by the Parties and each shall bear its own expenses in prosecuting or defending a claim; provided that if the arbitrator(s) in its sole discretion determines that the prosecution or defense of a claim by a Party was frivolous, substantially without merit, or not presented in good faith, the arbitrator(s) shall assess the costs of arbitrating such claim against such Party and may, in its discretion and as it deems equitable, require such Party to reimburse the other Party for all or any portion of such other Party's expenses (including reasonable attorneys' fees and costs) in prosecuting or defending such claim.

15.2.4 No person who is, or has been, an employee or agent of, or consultant or counsel, to either Party or any affiliate of a Party, shall be eligible to act as an arbitrator at any time.

15.2.5 Any decision or award of any arbitrator(s) appointed pursuant to this Clause shall be final and binding upon the Parties and the Parties agree that any arbitration award against a Party may be enforced against such Party wherever they are located or may be found, and a judgment upon any arbitration award may be entered by any court having jurisdiction thereof.

15.3 Appointment of Arbitrators

15.3.1. The Parties shall jointly appoint the arbitrators ("DAB") within 14 days after a Party gives notice to the other Party of its intention to refer a dispute for arbitration.

15.3.2 The DAB shall comprise three suitably qualified persons. Each Party shall nominate one member to the DAB. The Parties shall consult both these members and shall agree upon the third member of the DAB on the basis of the advice of these two members of the DAB.

15.3.3 The Parties shall, mutually agree upon the terms of the remuneration of each of the members of the DAB, when agreeing on the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

15.3.4 If at any time the Parties so agree, they may appoint a suitably qualified person or persons to replace any one or more members of the DAB. Unless the Parties agree otherwise, the appointment shall come into effect if a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment. The replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause.

15.3.5 The appointment of any member of the DAB may be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DAB (including each member) shall expire when the DAB has given its decision on the dispute referred to it under this Clause.

15.4 Continuation of Obligations

Performance of the O & M Contract and obligations under it shall continue during the settlement of any Dispute pursuant to this Clause.

16 GOVERNING LAW AND JURISDICTION

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

The Contractor agrees that any legal action or proceedings arising out of these Conditions may be brought in the courts or tribunals at Rajkot in India and irrevocably submits themselves to the jurisdiction of such courts or tribunals. The Employer may, however, in its absolute discretion commence any legal action or proceedings arising out of these Conditions in any other court, tribunal or other appropriate forum, and the Contractor hereby consents to such jurisdiction.

B. SPECIAL TERMS AND CONDITIONS (O&M)

- 1) The operation and maintenance of all the works included in this tender as per details given should be carried out by contractor at his own cost.
- 2) All the units of the plant should be kept in fill-up condition as per requirement during the full day period (24 Hours).
- 3) A weekly report for quality and quantity of raw and treated water should be submitted to the office of the Executive Engineer (Water Works) concern. A certificate of the concern in-charge Engineer for daily receipt of required qty. raw Water at plant at the end of week should be received and submitted with weekly report.
- 4) Electric bill for running the plant at head works site shall be paid by RMC, bill should be submitted to office for payment as soon as received by him from GEB/PGVCL. Penalty if any for delay shall have to be paid by contractor.
- 5) All the required electrical goods like bulb, tube light, chock, starter, fuse, wire etc. required for operation and maintenance shall be procured by contractor at his own cost and lighting arrangement should be kept in good condition.
- 6) At the time of breakage in pipeline or valves for repairing purpose contractor has to make arrangement at his risk and cost for labours, fitter, required all materials like rubber packing, nut bolts, gland, all required parts of valves in Plant & transmission main including pickup van, Jeep, welding machine, welding rods, Tractor etc. should be provided by contractor at his own cost. All consumable material should be of standard quality as approved by Engineer-in-charge of work.
- 7) All type of pipeline including chambers, open channels, gates should be maintained and repaired by contractor at his own cost.
- 8) At the time of repairing or replacement of any type of Pipes and valves required for repairing or replacement after verification by concerned engineer or his representative, fitting work of pipe or valves shall be carried out by contractor at his own cost including, labour, excavation cutting, fitting, welding, testing, refilling etc. complete. Repairing work shall be started within one hour after breakage or leakage come into notice.
- 9) Any type of valve or gate or part of the valve or gate not working properly after repairing and requires replacement, as per opinion of Executive Engineer (Water Works) or his representative, then required valve gate shall be supplied to the contractor free of cost from departmental store if available. Replacement shall be done by the contractor and old valve gate should be shifted to department store and entered in concerned register including cost of loading, unloading, carting stacking etc. complete.

- 10) During the period of contract a person other than responsible representative of contractor or persons employed by him should not enter into the premises of the plant. Every care should be taken by contractor to prevent such type of unauthorized entry or interruption in the premises or surrounding the property of RMC.
- 11) Persons required for security of materials in the stores at sub head works sites shall be deployed by contractor.
- 12) At any time during the visit of Engineer in charge or his representative if it is observed that the operation and maintenance is not carried out properly, liable to be terminated.
- 13) Operation and maintenance of meters installed at plant sites should be carried out by contractor and entry shall be made in the register at every one hours. If any meter is not working properly it should be properly repaired by contractor from any technician of such type of repairing work.
- 14) After issue of work order contractor or his responsible representative should joint visit the site of every work accompany with officer concern. A list and position of works and all valves with dia and nos. a report shall be prepared and should be jointly signed by contractor and department. A copy of same report shall be issued to contractor. At the time of completion of contract period same type of report should be prepared and possession of all the works and components should be handed over to department. If repairing & maintenance work is not done properly by contractor, the cost of repairing work shall be recovered by department from contractor.
- 15) All the works executed under this project & covers in the scope of this tender shall be handed over to contractor from the date of work order. Proper operation and maintenance of the same works/components shall be carried out by contractor and at the time of completion of contract period or termination of contract, contractor should have to give possession of all the work and components to the department in good condition. Before handing over the possession to the department account of contract shall not be finalized and deposit shall not be refunded to contractor. For all type of legal activities and expenditure for the same, contractor shall be fully responsible.
- 16) During the period of contract for any type of dispute, decision of Municipal Commissioner shall be final and binding to both the parties.
- 17) Prescribed registers as maintained by agency during the period of operation and maintenance period shall be submitted to the department. All the material received during repairing and replacement shall be deposited in departmental store at the cost of contractor. All repairing work should be carried by contractor at his own cost during the period of contract contractor should be fully responsible for injury to any public person or men engaged by contractor for work and contractor shall be fully responsible for compensation for it.

- 18) Proper care is to be taken by contractor housekeeping of every component of the plant.
- 19) Servicing of all the valves and gates cleaning of all civil works and maintenance shall be carried out regularly by contractor and entered into the concerned registers.
- 20) History sheet shall be maintained by contractor for replacement of material in pipeline, or valves, spare parts of Electro -mechanical equipments.
- 21) Leakage repairing shall be carried out in proper way and technically workmen like manner. Repairing by rubber tubes or by fixing wooden Peg shall not be allowed. Register of leakage repairing shall be maintained with reasons properly.
- 22) All the works included in the scope of work shall be oil / snowcem painted once in the two years contract period at the cost of contractor.
- 23) All the gardens and plants situated at plant sites shall be supplied water and maintained properly by contractor. No any extra payment shall be made on account of this work.
- 24) Telephone/wireless message shall be received and entered in the register and message should be conveyed to concern party at plant for action. One person shift wise for 24 hours shall be on duty for this work.
- 25) All the information regarding labours, staff, vehicles etc. is incorporated in this tender for preparation of estimate. As per list staff having proper qualification / labours shall be deployed by contractor for smooth running of plant, failing which, RMC shall deploy required personnel at the risk and cost of contractor and recovery for such expenditure shall be made from the bill of contractor.
- 26) The contractor has to make all the arrangements required for the proper operation, maintenance smooth running of plant and safety of all the works included in this contract at his own cost during the whole contract period.
- 27) Separate log book for arrival & releasing of water from Each storage structure shall be maintained day to day by the contractor and shall be submitted to department at the end of month.
- 28) List of all the assets, pipeline apparatuses plants & machineries, all types of valves, gates, chambers, pump houses, security cabin, office building and lab, hydraulic civil structures, spare parts, store , wireless sets, telephone, electric panels etc. shall be handed over to contractor for M&R purpose & same should be returned to RMC in working condition as soon as the plant is taken over by RMC for further M&R period to any other party.
- 29) Any damage / breakage found from mischievous element found in the system, the contractor should lodge police case immediately under intimation to concern Executive Engineer (Water Works).
- 30) Material consumption register in prescribed format should be maintained by the contractor. During the visit of Engineer - in - charge if required it should be produced.

- 31) "The Contractor" shall operate the plant and associated services, on a continuous 24 hours basis to treat the raw water received at inlet of the Plant.
- 32) "The Contractor" shall operate and utilize all the control and monitoring systems, provided and if found to be necessary and if approved by the engineer, shall make adjustments within the operating range of the control system and equipment so that the plant operation matches the requirement.
- 33) "RMC" shall directly pay all the power bill to GEB/PGVCL but the Contractor shall be required to furnish Electricity Consumption in the Schedules provided.
 - a) Telephone bills shall have to be paid by the successful bidder. No reimbursement shall be made.
 - b) Electric / Battery operated wireless sets shall be provided by RMC. The hand sets shall be periodically got checked and repaired through other agency but the operating of wireless sets and its battery etc shall be in the scope of the contractor. The wireless sets shall be kept in running condition for round the clock.
 - c) Electric/Battery operated flow meter has to maintain by successful bidder. In case failure of batteries, same has to be replaced by successful bidder at his own cost.
- 34) All miscellaneous items, for example, vehicles, tools, testing equipment, cleaning or green keeping equipment, security and safety equipment, electrical fixtures, etc shall be provided by the Contractor at his expense.
- 35)
 - a) The Contractor shall provide experienced managerial, technical, supervisory, administrative and non-technical personnel and labour necessary to operate and maintain the plant in a scientific way.
 - b) The qualification and capability of the Contractor's personnel shall be appropriate for the task they are assigned to perform. The staff provided shall be fully trained in the operation of the Water Treatment Plant before being given responsibility for operating any part of the plant. If in the opinion of the Engineer, any member of the Contractors staff is considered to be insufficiently skilled or otherwise inappropriate for the task he is required to perform, he shall be replaced by the Contractor with a person with the appropriate skills and experience for the task, to the approval of the Engineer. The Contractor shall be required to submit to the Employer the Schedule of 'Manpower' and 'Organization Chart'.
 - c) The Curriculum Vitae(CV) /Resumes of the Contractors personnel shall be submitted to the Engineer for acceptance at least 7 days before the anticipated commencement of the O & M , period. Any change of personnel shall be promptly informed to the Engineer within a day's time. Normal time duty hours for the contractors' operation & maintenance personnel may be modified as necessary and agreed by the Engineer. A rotating shift schedule shall be established by the Contractor and agreed by the Engineer which shall ensure that an adequate number of the Contractor's staff, fluent in Hindi as well as Gujarati is on duty at Plants 24 hours per day, 7 days per Week, including all holidays.

- d) Contractor shall submit one photograph of each personnel, with his resume, permanent address, etc and department shall issue identity cards to each personnel. Any replacement in Employment by Contractor shall have to be reported in 24 hours to Deputy Executive Engineer (Water Works) / Executive Engineer (Water Works) concerned. Contractor has to put the name person on duty shift wise on display board. Display board shall be kept in each pumping station.
- 36) a) The Contractor shall be responsible for safety on Site during the O & M of the Works by the Contractor.
- b) The Contractor's duties with respect to Safety shall include the following:
- i) Utilize safety awareness procedures in every element of operation and maintenance. ii) Give emphasis to site including:
- * Safe working and safety procedures as per rules and regulations of Governments regarding use of protective clothing, gloves, boots and helmet etc.
 - * Cleanliness of the plants as a whole.
 - * Awareness of hazardous conditions and accident reporting and necessary compliance.
 - * Safe practice in Pumping Stations.
- 37) a) The maintenance service provided by the Contractor for the period specified in the Contract shall ensure the continuous operation of the Water Treatment Plant and that the breakdown or deterioration in performance, under normal operating conditions, of any items, of Plant and equipment and component-parts thereof is kept to a minimum.
- b) The Contractor shall adhere to the manufacturers' recommendations with respect to equipment maintenance, the type and grades of lubricants to be used. frequency of lubrication, adjustments to be made regularly and recommended spares to be held in store.
- 38) The Contractor shall be responsible for:
- a) The maintenance of electrical, mechanical, civil work, plumbing and drainage installations.
- b) General Building Maintenance and housekeeping
- c) Full maintenance of the site services, cabling and earthling systems, together with the site road lighting system. Painting of all mechanical structures which are open to sky once in 2 Years.
- d) Site maintenance including the upkeep of landscaped areas.
- The building services and housekeeping maintenance shall be undertaken on all building and services installation.

The Contractor shall ensure that all unwanted or redundant items are removed from the building and sites. Depending on their condition such items shall either be placed into storage or disposed off site.

- 39) a) The stores inventory, the issuing and recording of spare parts shall be the responsibility of the Contractor.
- b) The Contractor is also responsible for providing spare parts and material required for the operation and maintenance during the operation period, including the cost of storing and safeguarding.
- c) The Contractor shall make all necessary arrangements to ensure the continuous supply of spare parts and material for the works and the rate of supply of these materials shall be in such quantities and amounts as would ensure uninterrupted operation.
- d) Spare parts shall be supplied by the Contractor and the same shall be used during Operation and Maintenance Contract period.
- e) The contractor shall have to procure the required spares from original manufacture or authorized dealer at his cost.
- 40) a) The Employer reserves the right to arrange the visits of VIP's dignitaries, public representatives and other persons of Social or Political repute, any organization as and when necessary, to the Sewerage Treatment Plant. The Contractor shall offer full cooperation to the RMC on the occasions of such visits.
- b) Inspection register shall have to be maintained, wherein inspection officers shall note their instructions duly dated signature. Successful bidder has to follow the instructions strictly.
- 41) On the date of Contract Completion or if the Contract is terminated, all the installations, works and equipment placed under the Contractor's responsibility shall be handed over to the Employer, at no cost, in good working order. The Employer may perform any inspections, tests or expert appraisals he shall consider necessary with a view to checking that the property is in good working order and shall certify to that effect to the Contractor while taking over.
- 42) No accommodation / guest house/ transportation facility shall be provided by the RMC to Contractor.
- 43) For smooth & efficient O & M of the plant, and in case of emergency just like fire, fault, accidents, or other rescues operation, the contractor must keep one vehicle with seating arrangement at Sewerage Treatment Plant in working condition for 24 hours of a day & 365 days of the year for the whole contract period.
- 44) While handing over the spares to the contractor, Contractor should maintain the record of spares of inventory of utilize the spares.
- 45) In the event of any dispute or difference arising, the Jurisdiction of the court shall be Rajkot (Guj) only.

- 46) It is mandatory for the contractor to operate the pumping machinery not less than limit efficiency of pump. If deviation is noted in respective energy bill for succeeding month the difference in amount considering based on KWH shall be invoked through O & M bills of successful bidders.
- 47) In case, there is no inflow to the WTP after completion of construction for a period of one month and/ or more, payment during first fifteen days of O & M stage will be made without any deduction. Payment for next fifteen days of the first month shall be made at rate of 50% of Fixed Cost of O & M price quoted by him. Contractor shall also be paid for 15 days of the second month at rate of 50% of Fixed Cost of O & M price quoted by him. Thereafter, payment towards preventive maintenance including deployment of sweeper / cleaner as required and round the clock security watchmen shall be made at rate of 10% of Fixed Cost of O & M price quoted by him will only be made (i.e. after 45 days of completion of construction). RMC shall intimate contractor by written notice in such event during initial fifteen days of O & M period.

Signature of contractor

**Executive Engineer (Water Works)
Rajkot Municipal Corporation**

SCHEDULE 1

Operation and Maintenance Services

The Contractor shall be required to perform the following services under these Conditions¹:

The Contractor shall be responsible for corrective maintenance of civil, hydraulic, mechanical, piping, electrical, instrumentation and computing equipment as well as miscellaneous equipment.

The Contractor shall be responsible for carrying out regular servicing and lubrication of rotary machines, complying with maintenance instructions as defined in the Operation and Maintenance Manual, and ensuring that electromechanical equipment and motors operate correctly at all times.

The Contractor shall ensure that measurement systems operate correctly at all times.

The Contractor is responsible for the maintenance of the landscaped areas inside the Employer plant fences.

The Contractor shall be responsible for maintenance of civil structures including intakes, pump houses, reservoirs, administration buildings, workshops, garages, etc.

The Contractor shall operate and maintain in a state of continuous operational readiness all plant and systems to meet the flow requirements. It shall remain the Contractor's responsibility to ensure that plant systems are at all times able to operate to the maximum capacity of the installed duty plant.

All Water conveyed by the Contractor shall be metered by the meters installed at the inlet of the PTU and PST. Contractor shall maintain daily record of raw Water and treated Water. The meters shall be inspected and certified as to its accuracy jointly by the Employer and the Contractor.

The Contractor shall be entitled to appoint a representative who shall together with Employer's Representative on the last day of each month or if such day is not a working day on the following day, jointly carry out a reading of meters and jointly certify the record of such readings.

For the duration of the O & M period, the Contractor shall be responsible for the supply and control of lubricants, spare parts and consumable materials excluding electrical power, necessary for the continuous operation of the works.

The Contractor shall manage the consumables and utilities services to ensure their most economic consumption and to minimize wastage.

The quantities of all the unutilized spare parts and consumable materials shall be fully handed-over to the Employer at the end of the O&M period.

¹ Provided here are certain standard services that RMC could require. However RMC may wish to review this and make changes depending on the exact nature of services they require from the Contractor.

The stores inventory, the issuing and recording of spare parts shall be the responsibility of the Contractor.

The Contractor is also responsible for providing spare parts and material required for the operation and maintenance during the operation period, and shall bear the cost for the same, including the cost of storing and safeguarding.

The Contractor shall make all necessary arrangements to ensure the continuous supply of spare parts and material for the works, and the rate of supply of these materials shall be in such quantities and amounts as would ensure uninterrupted operation.

All the furniture and administrative office/ laboratory equipment etc. required shall be furnished by the Contractor. Costs of operating administrative office and supplies shall be borne by the Contractor.

The Contractor shall take out subscriptions for standard telephone lines. Running cost for the telephone shall be borne by the Contractor.

Cost of operation and maintenance and housekeeping of housing complexes including domestic water supply and drainage, roads, gardens, electrical installations, etc. shall be borne by the contractor.

The Contractor shall provide the personnel stipulated in Volume II & IV for the full term of operation, maintenance and training period.

SCHEDULE 2

Performance Guarantees

This Schedule may contain certain minimum performance that the Contractor must guarantee in terms of maximum permissible parameters of treated Water to be supplied onwards to distribution network, quantity of Water to be treated, quality of the Water etc. as prescribed in the tender document elsewhere and reviewed by RMC.

SCHEDULE -3

O & M PRICE

The contractor shall be paid a fix lump sum amount for Five years of O & M contract.

Note:

1. O&M cost above shall be comprehensive inclusive cost of all other Chemicals except PAC/Alum and Chlorine and shall be also be inclusive of cost for supply of manpower, repairs and maintenance of all units, spares, consumables, services of any expert as required, laboratory analysis including laboratory ware and chemicals, and any other work required for smooth operation and maintenance of entire facility. **Coagulant (PAC/Alum) and Chlorine shall be free supply by RMC.**
2. Raw Water & Power shall be supplied by employer. Cost of diesel for operating DG set during power failure shall be reimbursed at actual by client after necessary verification by client based on operating hours logged in our meter & actual power generation in power meter of DG set. Contractor shall submit required supporting documents to client for verifications and to satisfaction of client.
3. Cost of obtaining approval from statutory body for transportation & storage etc. charges for Chlorine / Chemical as well as approval of electrical inspector / statutory authority for approval of electrical installation, etc. is also included in scope of contractor.

SCHEDULE 4

REPORTS

MONTHLY REPORT

The monthly report shall include but not be limited to:

Volume of Water received in the WTP and treated,
Quality of raw and treated Water at locations stipulated elsewhere in the tender
The status and progress of the training programs,
Electricity consumed totally.

Inventory of maintenance and tools/ tackles used, spares utilized during the month

SEMI-ANNUAL REPORT

A semi-annual report shall include the measurement of noise level at the site boundary at 8 locations, to be the indicated by the Employer.

Inventory of maintenance and tools/ tackles used, spares utilized during the month

ANNUAL REPORT

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

All technical statistics related to plant operation as supplied by the operation;

A statement of works carried out during the preceding year n-1 in connection with the Contractor's obligations under these Conditions

Inventory of maintenance and tools/ tackles used, spares utilized during the month

SCHEDULE 5

Insurances

Insurance against Injury to Persons and Damage to Property

The Contractor shall insure against each liability for any loss, damage, death or bodily injury, which may occur to any physical property or to any person, which may arise out of the Contractor's performance of his obligations under these Conditions during the O & M Period.

This insurance shall be with maximum three numbers of occurrences till the full amount of the tender cost.

Insurance for mechanical, electrical & automation of the package is compulsory whereas that of all Transmission Main, Storage and other Civil work shall be optional.

Insurance for Contractor's Personnel

The Contractor shall effect and maintain insurance against liability for arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.

The Employer shall also be indemnified under the policy of insurance, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.

Schedule 6 - Liquidated Damages

(For non-conformance in meeting the Output Standards for Treated Water set as per this tender specifications, Power Guarantee and Power Factor for electrical installation)

Event triggering the recovery of Liquidated Damages	During the O&M Period		Remark
	Liquidated Damages	Frequency	
For Non-supply of Treated Water as per Quality as specified in Tender	Rs. 10.00	For every 1000 litres for every day of non conformance	Max. 50% of Monthly O&M Quoted for Given Month in which penalty is applicable
Non conformance of desired power factor of 0.95 (lag) or better as reflected in electricity bill of power supply company	Rs. 10,000/- per occurrence as reflected in power supply company bill	As per billing cycle of power supply company	Deduction/Penalty at actual without Limit
Non conformance of guaranteed power consumption i.e. actual power consumption as per electricity bill of power supply company exceeding guaranteed power consumption	Twice the difference in amount between actual and guaranteed power consumption per occurrence as reflected in power supply company bill	As per billing cycle of power supply company	Deduction/Penalty at actual without Limit

Note:

- a) The decision of Executive Engineer (Water Works Project) in matter of liquidated damages shall be final and binding on the contractor.
- b) In the event of repeated instances of penalty during a month equaling or exceeding more than 50% of the monthly O&M charges quoted by the contractor during any particular year of O&M contract and if such instances exceeds more than 3 instances during any year of O&M, RMC reserves right to terminate the contract giving 3 months prior notice in writing to contractor.

SECTION - III

FORMS

FORM 'A
BANK GUARANTEE FOR EARNEST MONEY

In consideration of the Rajkot Municipal Corporation, Rajkot of the city of Rajkot (hereinafter to as the RMC) having agreed to exempt _____ (hereinafter referred to as "the said Contract") from the demand of security deposit / earnest money in cash for the due fulfillment of the terms and conditions of the agreement made between the RMC and the said contractor on _____ for _____ (hereinafter referred to us "the said agreement") on production of Bank Guarantee for Rs. _____ Rupees _____ only.

We _____ Bank (hereinafter referred to as "Bank") do hereby undertake to pay to the RMC as a amount not exceeding Rs. _____ Rupees _____ only on the demand from RMC.

Any such demand on the bank shall be conclusive as regards as amount due and payable by the bank under this guarantee. However, liability of the bank under this agreement shall be restricted to an amount not exceeding Rs. _____ Rupees _____ only.

We the bank further agree that the guarantee herein contain shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the RMC under or virtue of the said agreement have been paid and its claim satisfied or discharged and till a certificate to the effect has been received by the bank from the RMC. However, unless the demand of claim under the guarantee is made to the bank in writing on or before the _____ (specify the date) the bank shall be discharged from all liabilities under this guarantee.

With the bank further with RMC shall have fullest liberty, without the concert of the bank without effecting in any manner it obligations herein under to vary any of the terms and conditions of the said agreement or extend time for performance by the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the RMC against the said Contractor and to forebear to enforced any of the terms and conditions relating to the said agreement and the bank shall not be relieved from liability by reason of any such variation, or extension granted to the contractor for any forbearance, at all omission on the part of the RMC or any indulgence by the RMC to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but this provision, have the effect of so relieving the Bank.

We _____ the bank undertake not to revoke the Guarantee during currency except with the previous concert of the RMC in writing.

Dated the _____ day of _____ of 20 _____

For _____ Bank

FORM 'B'

INCOME-TAX CLEARANCE CERTIFICATE

1. Names and style (of the Company, Firm, HUF or Individual) in which the applicant is assessed or assessable to Income-tax and the addresses for the purpose of assessment :
2. Names and addresses of all Companies, Firms or Associations or persons in which the applicant is substantially interested in his individual or fiduciary capacity.
3. The Income-tax Circle/Ward/District in which the applicant is assessed to income-tax.
4. The following particulars are to be furnished concerning the Income Tax Assessments for the preceding four years :
 - (a) The total contract amount received during the preceding four accounting years (give date of the closing day of the year being previous year).
 - (b) Year, Total Income Tax demanded, Tax paid, Balance due, Tax assessed

Note:

- (i) Tax in Columns 3 and 4 should include all items viz. Income-tax, Sales Tax, Surcharges, Excess Profit Tax and Port Tax, etc.
- (ii) If any tax remains unpaid, the reasons should be explained in an attached statement.
- (c) In case there has been no income-tax assessment in any year, whether returns have been submitted under Section 22 (1) or 22(2) or tax has been paid in advance under Sections 18(A) (3) of the Act and if so, the amount of income returned for each year and tax for each of the four years mentioned above and the name of Income-tax Circle/Ward/District concerned where such returns have been paid. Give reasons why the income-tax is not assessed.
- (d) Whether any attachment or certificate proceedings pending in respect of the arrears.

(e) The name and address of Branch(es), if any.

I declare that the above information is correct and complete to the best of my information and belief.

Signature of the Contractor

Registered No.

Signature

Address

Date:

In my opinion, the assesses mentioned above has been doing everything possible to pay the tax demanded promptly and regularly and to facilitate the completion of the pending proceedings.

This will remain valid for one year from the date of issue.

Signature of the Income-tax officer

Circle

Ward

Note: Submission of copy of IT Return for last Five Financial Years in lieu of IT Clearance certificate shall be accepted.

FORM 'C'

INCOME TAX CLEARANCE CERTIFICATE

1. Name of style (of the Company,
Firm, HUF of Individual) in which
The tenderer is assessed or
Assessable to Income-tax and the
Addresses for the purpose of assessment _____

2. Name of address of all Companies,
Firms or Associations of persons
In which the applicant is substantially
Interested in his individual
Fiduciary capacity. _____

3. The Income-Tax Circle/Ward/District
In which the tenderer is assessed to
Income-tax.

4. Reference number of the assessment
and assessment year _____

Signature

Address :

Signature of the Firm

- | | |
|-------------------------------|----|
| Names and private residential | 1. |
| Addresses of the partners | 2. |
| Constituting the firm : | 3. |
| | 4. |
| | 5. |

(Tenderer to strike out whichever is not applicable)

Note: Submission of copy of IT Return for last Five Financial Years in lieu of IT Clearance certificate shall be accepted.

PERFORMANCE BOND

Annexure-I

(See Clause No. 1(b)) (5% of the Tendered cost)

(The date of this bond must not be prior to the date of the instrument in connection with which it to given)

Principal (Contractor)

Surety (Bank)

Sum of bond (Express in words and figures)

Contract No. _____

Date of Contract _____

**KNOW ALL MEN BY THESE PRESENTS, THAT WE,
THE PRINCIPALS AND SURETY**

above mentioned are held and firmly bound unto the Municipal Commissioner, Rajkot Municipal Corporation, Rajkot owner of the work of ENGINEERING, PROCUREMENT, CONSTRUCTION, COMMISSIONING AND 5 YEARS OPERATION & MAINTENANCE OF 50MLD CAPACITY WATER TREATMENT PLANTAT GETCO CHOWKDI, MAVDI, RAJKOT for Rajkot Municipal Corporation hereinafter called the "employer" in the amount stated for payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents subject to the provisions of which the aforesaid contract on demand and without demand on a claim being made by the "employer".

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principals herein after called contractor viz. have entered into a contract with the Employer numbered and dates as shown above and hereto attached for the execution of work.

NOW THEREFORE, if the principal shall well and truly perform and fulfil all the under takings, covenants, terms, conditions and agreements, of said contract during the original terms of the said contract and any extensions thereof, they may be granted by the employer with or without notice to the surety and during the lift of any guarantee required under the contract and shall also well and truly perform, and fulfill all the undertakings, contract, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived or shall pay over, make good and reimburse to the employer all losses and damages which the employer may sustain by reason of failure or default on the part of said principal so to do.

We _____ further agree that guarantee herein contained shall remain in full force and affect during the period that would be taken for the validity _____ of the said contract and that it shall continue to be enforceable till all the dues of the employer under or by virtue of the contract have been fully paid and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the contract have been fully and properly carried out by the said contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

IN WITNESS WHEREOF the above bounded parties have executed this instrument under their several on the date indicated above the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of witness		Individual	Principal
1.	as to		(Seal)
2.	as to		(Seal)
3.	as to		(Seal)
4.	as to		(Seal)

Affix

	Corporate Seal
Attested By	Corporate Surety
	Business Address

Affix

Attested By	Corporate Seal
Title	For and on behalf of the employer

Annexure-II

On Rs. 100/- Stamp paper with duly Notarized.

Declaration

I _____ do hereby declare that our firm/Company is not blacklisted and no enquires/cases are pending against us by Govt. of India/Govt. of Gujarat or any State Board/Corporations ,since inception of the firm/Company.

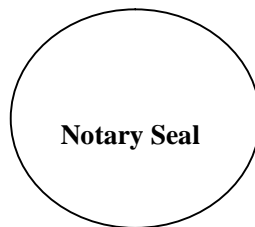
I further undertake that if above declaration is proves to be wrong/incorrect or misleading , our Tender/Contract stands to be cancelled or terminate.

Date:

Place:

the firm/Company

Signature of Authorized person of



Notary Seal

FORM OF CONTRACT AGREEMENT

AGREEMENT

THIS AGREEMENT MADE THE _____ DAY OF _____ 20_____ BETWEEN _____
OF _____ (HEREINAFTER CALLED
“THE EMPLOYER”) OF THE ONE PART AND _____ OF _____
(HEREINAFTER CALLED “THE CONTRACTOR” OF THE OTHER PART.
WHEREAS THE EMPLOYER IS DESIROUS THAT CERTAIN WORKS SHOULD BE EXECUTED BY THE CONTRACTOR,
VIZ., _____
AND HAS ACCEPTED A BID BY THE CONTRACTOR FOR THE EXECUTION AND COMPLETION OF SUCH WORKS AND
THE REMEDYING OF ANY DEFECTS THEREIN AT A COST OF
Rs. _____
AND _____.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

IN THIS AGREEMENT, WORDS AND EXPRESSIONS SHALL HAVE THE SAME MEANINGS AS ARE RESPECTIVELY
ASSIGNED TO THEM IN THE CONDITIONS OF CONTRACT HEREINAFTER REFERRED TO.

THE FOLLOWING DOCUMENTS SHALL BE DEEMED TO FORM AND BE READ AND CONSTRUED AS PART OF THIS
AGREEMENT, VIZ:

- a) The Contract Agreement;
- b) The Letter of Acceptance;
- c) The Employer’s Requirements;
- d) The Bid;
- e) The Conditions of Contract
- f) The Specifications;
- g) The Bid Drawings;
- h) The Schedules; and
- i) Minutes of the Pre-Bid Meeting
- j) Corrigendum & Addenda
- k) The Contractor’s Proposal

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 RESPECTS WITH THE
PROVISIONS OF THE CONTRACT.

THE EMPLOYER HEREBY COVENANTS TO PAY THE CONTRACTOR IN CONSIDERATION OF THE EXECUTION AND
COMPLETION OF THE WORK AND THE REMEDYING OF DEFECTS THEREIN THE CONTRACT PRICE OR SUCH

OTHER SUM AS MAY BECOME PAYABLE UNDER THE PROVISIONS OF THE CONTRACT AT THE TIMES AND IN THE MANNER PRESCRIBED BY THE CONTRACT.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THE DAY AND YEAR FIRST BEFORE WRITTEN.

THE COMMON SEAL OF _____
_____ WAS HEREUNTO AFFIXED IN
THE PRESENCE OF:

_____ OR _____

SIGNED, SEALED, AND DELIVERED BY THE SAID _____

IN THE PRESENCE OF: _____

BINDING SIGNATURE OF EMPLOYER _____

Binding Signature of Contractor _____

FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

To: _____(NAME OF EMPLOYER)

_____ (ADDRESS OF EMPLOYER)

WHEREAS _____(NAME AND ADDRESS OF CONTRACTOR) (HEREINAFTER CALLED "THE CONTRACTOR") HAS UNDERTAKEN, IN PURSUANCE OF CONTRACT No. _____ DATED _____ TO EXECUTE _____(NAME OF CONTRACT AND BRIEF DESCRIPTION OF WORKS) (HEREINAFTER CALLED "THE CONTRACT");

AND WHEREAS IT HAS BEEN STIPULATED BY YOU IN THE SAID CONTRACT THAT THE CONTRACTOR SHALL FURNISH YOU WITH A BANK GUARANTEE BY A RECOGNIZED BANK FOR THE SUM SPECIFIED THEREIN AS SECURITY FOR COMPLIANCE WITH HIS OBLIGATIONS IN ACCORDANCE WITH THE CONTRACT;

AND WHEREAS WE HAVE AGREED TO GIVE THE CONTRACTOR SUCH AS BANK GUARANTEE;

NOW THEREFORE WE HEREBY AFFIRM THAT WE ARE THE GUARANTOR AND RESPONSIBLE TO YOU AS PRINCIPAL OBLIGATOR, ON BEHALF OF THE CONTRACTOR, UN CONDITIONALLY AND IRREVOCABLY GUARANTEE THE PAYMENT OF AN AMOUNT TO TOTAL OF _____

(AMOUNT OF GUARANTEE) _____(AMOUNT 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 OR 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 THE DATE OF ISSUE OF THE PERFORMANCE CERTIFICATE.

SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF BANK _____

ADDRESS _____

Date _____

FORM OF ADVANCE PAYMENT SECURITY (BANK GUARANTEE)

To: _____(NAME OF EMPLOYER)
_____(ADDRESS OF EMPLOYER)

_____(NAME OF CONTRACT)

GENTLEMEN:

IN ACCORDANCE WITH THE PROVISIONS OF THE CONDITIONS OF CONTRACT, (“ADVANCE PAYMENT”) OF THE ABOVE-MENTIONED CONTRACT, _____

_____[NAME AND ADDRESS OF CONTRACTOR] (HEREINAFTER CALLED “THE CONTRACTOR”) SHALL DEPOSIT WITH _____

(NAME OF THE EMPLOYER) A BANK GUARANTEE TO GUARANTEE HIS PROPER AND FAITHFUL PERFORMANCE UNDER THE CLAUSE OF THE CONTRACT IN AN AMOUNT OF _____(AMOUNT OF GUARANTEE) _____

_____(AMOUNT OF WORDS).

WE, THE _____(BANK OR 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 OBJECTION ON OUR PART AND WITHOUT HIS FIRST CLAIM TO THE CONTRACTOR, IN THE AMOUNT NOT EXCEEDING _____(AMOUNT OF GUARANTEE)

_____(AMOUNT IN WORDS), SUCH AMOUNT TO BE REDUCED PERIODICALLY BY THE AMOUNTS RECOVERED BY YOU FROM THE PROCEEDS OF THE CONTRACT.

WE FURTHER AGREE THAT NO CHANGE OR ADDITION TO OR OTHER MODIFICATION OF THE TERMS OF THE CONTRACT OR OF 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 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 OR FINANCIAL INSTITUTION: _____

ADDRESS: _____

DATE: _____