

# **SAMBALPUR MUNICIPAL CORPORATION**



**RFP No. 6438/SMC/Engg. Dt.17.11.2016**

## **Request for Proposal (RFP)**

**for**

**Detailed survey and investigation ,Design, Supply, Installation / fabrication, Construction, testing and commissioning of Effluent Treatment Plant (ETP) in Fish Markets at Danipali and Kamaali Bazaar in Sambalpur Town including O & M for five years**

## **BID DOCUMENT**

**Cost of Bid Document: Rs. 10,500/-  
(Rupees Ten thousand five hundred only)  
[Including 5% VAT] (Non Refundable)**

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DETAILED TENDER CALL NOTICE (DTCN)**

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# SAMBALPUR MUNICIPAL CORPORATION : SAMBALPUR

Odisha - 768001

Phone No. 0663-2411012 / E Mail : [sambalpurm.hud@nic.in](mailto:sambalpurm.hud@nic.in)

Letter No. 6438/SMC/ENGG./ Dated 17.11.2016

## REQUEST FOR PROPOSAL (RFP)

The Municipal Commissioner on behalf of **Municipal Corporation, Sambalpur** invites tenders in Two Bid system {Part-I: General & Technical Bid and Part-II: Financial Bid (Capital Cost + 5 years O&M)} in conformity with Detailed Tender Call Notice (DTCN) for the following:

Sl. No.	Name of the works	Cost of Document in Rs. (Non-refundable)
01.	Detailed survey and investigation ,Design, Supply, Installation / fabrication, Construction, testing and commissioning of Effluent Treatment Plant (ETP) in Fish Markets at Danipali and Kamaali Bazaar in Sambalpur Town including O & M for five years	Rs.10,500/- (Rupees Ten thousand five hundred only)

Earnest Money Deposit (EMD) in Rs.	Project Completion Period/ O & M Period	Last Date for seeking clarification	Last date & Time for Submission of bid	Date & time of opening of Technical Bid
Rs.90,000/- Rupees Ninety Thousand Only	4 (Four Months) / 5 (Five Years)	11.00AM 30.11.2016	03.00 PM of 16.12.2016	4.00PM of 16.12.2016

Name and Address of the Officer Inviting Tender	:	<b>Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur-768001 Email-sambalpurm.hud@nic.in</b>
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- The RFP document can be downloaded from the official website of Sambalpur District ([www.sambalpur.nic.in](http://www.sambalpur.nic.in)) and <http://urbanodisha.gov.in> up to **5.00 PM** of **dt.12.12.2016**
- Bids can be submitted through speed post /Registered /Courier Post to the Municipal Commissioner, Sambalpur on or before **3.00 PM** of **dt. 16.12.2016**. The authority will not be held responsible for the postal delay, if any in the delivery of the documents or non-receipt of the same.
- A bidder can submit only one Tender paper. Submission of more than one tender paper by a bidder will be liable for rejection of all such tender papers.
- Bid Opening: The Technical bid (part-1) shall be opened on **16.12.2016 at 4.00 PM** in the Office of Sambalpur Municipal Corporation, Sambalpur in presence of the tenderers or their authorized representatives.
- The authority reserves the right to reject any or all the bids without assigning any reason thereof.

Sd/- 17.11.2016  
Municipal Commissioner  
Sambalpur Municipal Corporation

**Memo No 6440/SMC Dt.17.11.2016**

Copy submitted to the Dist. Magistrate & Collector, Sambalpur for information.

Sd/- 17.11.2016  
Municipal Commissioner  
Sambalpur Municipal Corporation

**Memo No 6441/SMC Dt.17.11.2016**

Copy submitted to the Inspector of Local Works–cum Superintending Engineer P.H.Circle Sambalpur for information & with a request to display this notice in his office notice board for wide circulation.

Sd/- 17.11.2016  
Municipal Commissioner  
Sambalpur Municipal Corporation

**Memo No 6442/SMC Dt.17.11.2016**

Copy along soft copy of RFP submitted to the D.I.O., Collectorate, Sambalpur for favour of information and necessary action. He is requested to place the RFP documents on the Sambalpur District Website ([www.sambalpur.nic.in](http://www.sambalpur.nic.in)) up to 5.00 PM of dt. 12.12.2016

Sd/- 17.11.2016  
Municipal Commissioner  
Sambalpur Municipal Corporation

Encl. as above

**Memo No 6443/SMC Dt.17.11.2016**

Copy along soft copy of RFP submitted to the Project Director, PMU, H & U D Deptt., Odisha, Bhubaneswar for favour of information and necessary action. He is requested to place the RFP documents on the Govt. Website (<http://urbanodisha.gov.in>) up to 5.00 PM of dt. 12.12.2016.

Sd/- 17.11.2016  
Municipal Commissioner  
Sambalpur Municipal Corporation

Encl. as above

**Memo No 6444<sup>(4)</sup>/SMC Dt.17.11.2016**

Copy forwarded to the Executive Engineer, National Highways /P.W.D (R&B) Division / Rural Works Division / P.H.Division, Sambalpur for information & with a request to display this notice in their respective Office notice board for wide circulation.

Sd/- 17.11.2016  
Municipal Commissioner  
Sambalpur Municipal Corporation

**Memo No 6445/SMC Dt.17.11.2016**

Copy to the Office notice board for wide circulation.

Sd/- 17.11.2016  
Municipal Commissioner  
Sambalpur Municipal Corporation

## **CHECK LIST TO BE FILLED UP BY THE BIDDER**

Name of the Work: **“Detailed survey and investigation ,Design, Supply, Installation / fabrication, Construction, testing and commissioning of Effluent Treatment Plant (ETP) in Fish Markets at Danipali and Kamaali Bazaar in Sambalpur Town including O & M for five years”**

Sl. No	Particulars	Reference to Clause no.	Whether furnished		Reference to Page no.
			Yes	No	
01.	Cost of tender paper <b>Rs.10,500.00</b>	As per NIT			
02.	E.M.D @ Rupees Ninety thousand Only (Scanned copy of the financial instrument shall be furnished)	As per D.T.C.N			
03.	Copy of valid Registration Certificate	As per D.T.C.N			
04.	Copy of valid VAT clearance certificate	As per D.T.C.N			
05.	Copy of PAN Card	As per D.T.C.N			
06.	No Relationship Certificate in Schedule – A	As per D.T.C.N			
07.	Works Experience (Schedule-I) -	As per D.T.C.N			
(a)	List of projects executed that are similar in nature to the work	As per D.T.C.N			
(b)	List of projects	As per D.T.C.N			
08. (a)	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer	As per D.T.C.N			
(b)	Affidavit	As per D.T.C.N			

## CONTRACT DATA

### A. GENERAL INFORMATIONS

S N	Item	Details
1	<b>R.F.P.No.</b>	<b>6438/SMC/SMC dt.17.11.2016</b>
2	Name of the Work	<b>“Detailed survey and investigation ,Design, Supply, Installation / fabrication, Construction, testing and commissioning of Effluent Treatment Plant (ETP) in Fish Markets at Danipali and Kamaali Bazaar in Sambalpur Town including O &amp; M for five years”</b>
3	Officer inviting tender	<b>Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur-768001 Email-sambalpurm.hud@nic.in</b>
4	Executive Engineer concerned with head quarters authorised as Engineer-in-charge of this work.	<b>Executive Engineer, Sambalpur Municipal Corporation</b>
5	Superintending Engineer with head quarter	<b>S.E., P.H. Circle, Sambalpur-cum-I.L.W., Sambalpur Municipal Corporation, Sambalpur</b>
6	Accepting Authority	<b>Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur-768001</b>

### B. BID INFORMATION

8	Intended completion period/Time period assigned for Completion	<b>4 (Four) calendar Months</b>
9	Last Date & time of submission of Bid	<b>3.00 P.M of 16.12.2016</b>
10	Cost of Bid Document	
i)	Bank draft amount	<b>Rs. 10,000.00 +Rs. 500.00 (VAT) =Rs. 10,500.00</b>
ii)	In favour of	<b>Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur</b>
iii)	Payable at	<b>Sambalpur</b>
11	Bid Security	
i)	Amount	<b>Rs. 90,000/- (Rupees Ninety thousand only)</b>
ii)	Pledged in favour of	<b>Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur</b>
iii)	Payable at	<b>Sambalpur</b>
iv)	Type of instrument	<b>As specified in the Bid document</b>
12	Bid validity period	<b>120 days after opening of Price Bid</b>
13	Minimum period of contract / agreement / lease deed of equipment and machineries.	<b>12 (Twelve) calendar months</b>
14	Currency of Contract	<b>Indian Rupees</b>
15	Language of Contract	<b>English</b>

**SECTION- 2(A)**  
**DETAILS OF THE DOCUMENTS TO BE FURNISHED**  
**FOR BIDDING**

- (a) The following documents need to be provided by the bidder:
- i. D.D./ Bankers Cheque towards Cost of Tender Paper.
  - ii. D.D. /Bankers Cheque or Duly pledged T.D.R / N.S.C.in favour of Municipal Commissioner, SMC,Sambalpur
  - iii. VAT clearance certificate.
  - iv. PAN Card.
  - v. Registration certificate.
  - vi. Affidavit regarding correctness of certificates.
  - vii. Affidavit regarding no relation certificate.
  - viii. Work experience certificate from Clients.
  - ix. Any other relevant required document, if any.
  - x. Joint venture agreement, in case of joint venture.
- (b) Formats showing details of information to be furnished as per the enclosed formats:
- Schedule - I - Work experience  
Schedule - II - Information regarding current litigation/debarment etc.  
Schedule - III - Declaration  
Schedule - IV - Deleted
- (The details of the Format is enclosed in the DTCN)
- (c) The documents of valid successful bidders will be verified with the original before acceptance of offer. The valid successful bidder has to provide the originals to the concerned authority on receipt of intimation, which will be sent though registered post/speed post.
- (d) The bidder has to agree / disagree on the conditions in the DTCN. The bidders, who disagree on the conditions of DTCN, cannot participate in the tender.
- (e) The bidders have to submit the D.D. in favour of **Municipal Commissioner, Sambalpur Municipal Corporation** payable at **Sambalpur** towards cost of Tender Paper and E.M.D. in approved form before the Tender Opening Authority i.e. **Municipal Commissioner, Sambalpur Municipal Corporation** on or before the date & time of opening of Bid, failing which the bidder will be disqualified.

## SECTION- 2(B)

### INSTRUCTIONS TO BIDDERS

#### A. GENERAL

**1. Definitions:**

- (a) “Employer” means the **Sambalpur Municipal Corporation** of the Government of Odisha represented by the **Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur** or his authorised representative with whom the selected Contractor signs the contract for the services.
- (b) “Contractor” / Bidder / Firm / Engineer Firm / Company carry the same meaning throughout the DTCN and Contract.
- (c) “Contract” means the contract/ agreement signed by the parties along with all attached documents listed in the DTCN.
- (d) “Data Sheet” means such part of the Instructions to Contractor as are used to reflect assignment conditions and evaluation of the bid.
- (e) “Day” means a calendar day.
- (f) “Government” means the Government of Odisha.
- (g) “Instructions to Bidders (Section-2(B) General and Technical Proposal) means the document which provides all information needed to prepare their proposals.
- (h) “NIT” (Section-1 of the DTCN) means the Letter of Invitation being sent by the Employer.
- (i) “Personnel” means professionals and support staff provided by the Contractor and assigned to perform the services in full or in any part thereof.
- (j) “Proposal” means the Technical as well as Financial Proposal.
- (k) “DTCN” means the Detailed Tender Call Notice prepared by the Employer for the selection of contractor.
- (l) “Govt”. means Govt. of Odisha or Govt. of India as the case may be.

**2. Introduction / Selection Procedure:**

The Employer named in the Data Sheet will select a contract firm to execute the work as described in the scope of work and in the Data sheet.

The Contractor shall bear all costs associated with the execution of the work on **Turnkey Basis**. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to contract award without thereby incurring any liability to the Contractor.



**3. Location of the Project:**

The proposed project is located at **Sambalpur Municipal Corporation** in the district of **Sambalpur** in the State of **Odisha**.

**4. Source of Funding:**

The work will be funded by Govt. of Odisha.

**5. Eligibility:**

- 5.1. A Bidder shall be deemed to have the nationality of India.
- 5.2. Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.
- 5.3. The Firms / Companies / Registered contractor should have successfully completed and commissioned similar type of work ( STP / ETP or more in particular) valuing not less than **Rs. 24.18 Lakhs** in any one year during last 5(Five) years. The bidder shall have to submit the performance certificate of the works executed by them for satisfactory performance from appropriate authority not below the rank of Executive Engineer.
- 5.4 The Bidder should have successfully completed an ETP of the technology proposed by the Bidder of capacity 15 KLD or more. The ETP should have been successfully running for 1 year and should be meeting the discharge standard of waste water into inland surface water as per part A of schedule-6 E(P) Act 1986 as per the latest amendment. The bidder shall submit a certificate from the client certifying the same.
- 5.5 The Firms / Companies / Registered contractor should have annual financial turnover of not less than **Rs. 32.24 Lakhs-** (Rupees thirty two lakhs twenty four thousands only) in any one year during last 5 Years and the turn over need to be certified by Chartered Accountant weightage @**10%** per year shall be given on annual turnover of the preceding years.

**6. History of Litigation and Criminal Record:**

If any criminal cases are pending against the Contractor (him/her/partners) at the time of submitting the tender, then the tender shall be summarily rejected.

7. The Contractor has to furnish a declaration that no near relatives are working in the cadre of an Assistant Engineer /Assistant Executive Engineer and above in the Organization of Sambalpur Municipal Corporation, Sambalpur.

**8. Other Requirements:**

- 8.1. Even if the Contractor meets other criteria, his tender shall be summarily rejected if he is found to have misled or made false representation in the form of any of the statements submitted in proof of the eligibility and qualification requirements.
- 8.2. The tender shall also be summarily rejected, if he has a record of performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure.
- 8.3. In addition to the above, even while executing the work, if it is found that he produced false / fake, certificates in his tender, he will be blacklisted.

**9. Original Certificates:**

Original documents/certificates shall be produced as and when required to verify the copies of statements and other information furnished along with tender. Failure to produce original documents in time will lead to disqualification.

## 10 Cost of Tendering:

10.1 The Contractor shall bear all expenses associated with the preparation and submission of his tender, **Municipal Commissioner, Sambalpur Municipal Corporation** shall in no case be responsible or liable for reimbursement of such expenses.

### 10.2 Critical Dates:-

Sl. No.	Description	Critical Dates
(i)	Last date & time of seeking : clarification	11.00 AM of 30.11.2016
(ii)	Last date & time of submission of bid.	03.00 PM of 16.12.2016
(iii)	Date & time of opening of : Technical Bid.	04.00 PM of 16.12.2016

## 11. Site Visit:

The contractor is advised to visit and examine the sites for “**Detailed survey and investigation, Design, Supply, Installation / fabrication, Construction, testing and commissioning of Effluent Treatment Plant (ETP) in Fish Markets at Danipali and Kamaali Bazaar in Sambalpur Town including O & M for five years**” and its surroundings and obtain for himself all information that may be necessary for preparing the tender and quoting rates at his cost and responsibility.

## **B. TENDER DOCUMENTS**

## 12. Tender Documents:

12.1. A set of Tender Documents comprising of the General & Technical and the Financial Proposal includes the following together with all Addenda thereto, which may be issued in accordance with **Clause 2(B)13 and Clause 2(B)14.**

### **GENERAL & TECHNICAL PROPOSAL**

Section	Description
<b>DTCN for General &amp; Technical Proposal</b>	
<b>Section-1</b>	<b>Notice Inviting Tender (NIT)</b>
	<b>Check List to be Filled up by the Bidder</b>
	<b>Contract Data</b>
<b>Section-2(A)</b>	<b>Details of the Documents to be Furnished by Bidding</b>
<b>Section-2(B)</b>	<b>Instructions to Bidders</b>
<b>Section-2(C)</b>	<b>Data Sheet</b>
<b>Section-2(D)</b>	<b>Letter for Submission of Tender</b>
<b>Section-2(E)</b>	<b>Tender Declaration</b>
<b>Section-2(F)</b>	<b>Letter of Acceptance of Tender</b>
<b>Section-2(G)</b>	<b>Memorandum</b>
<b>Section-3</b>	<b>Information regarding Tenderer</b>
<b>Section-4</b>	<b>Declaration by the Tenderer</b>
<b>Section-5</b>	<b>Form of Agreement</b>
<b>Section-6</b>	<b>Conditions of Contract</b>
<b>Section-7</b>	<b>Special Conditions of Contract</b>
<b>Section-8</b>	<b>Scope of Work</b>
<b>Schedule-I to IV</b>	<b>Formats for furnishing Information by the Bidder</b>
<b>DTCN for Financial Proposal</b>	

- 12.2. The Contractor is expected to examine carefully all instructions, terms of reference, tender conditions, forms, appendices to tender, addenda in the tender documents. Failure to comply with the requirements of tender submission will be at the contractor's own risk.
- 13. Clarification of Tender Documents:**  
The Contractor shall carefully examine the tender documents and be fully informed of all the conditions and matters, which may in any way affect the work or the cost thereof. Should a Contractor find any discrepancy in or omission from the specification or any other of the tender documents or should he be in doubt as to their meaning, he should immediately address a clarification online.
- 14. Amendment of Tender Documents:**
- 14.1. At any time prior to the dead line for submission of tenders, **Municipal Commissioner, Sambalpur Municipal Corporation** may for any reason, whether at its own initiative or in response to the clarifications requested by the prospective Contractor, modify the tender documents by issuing an Addendum.
- 14.2. Such addenda will be notifying in the website and will be binding upon them.
- 14.3. In order to afford prospective Contractor reasonable time to take such addenda into account in preparing their tenders, **Municipal Commissioner, Sambalpur Municipal Corporation** at his discretion, may extend the dead line for the submission of tenders, if necessary.

## **C. PREPARATION OF TENDER DOCUMENT**

- 15. Language of the Documents:**  
All documents relating to the Tender shall be in the English language.
- 16. Documents Comprising the Tender:**
- (a) General & Technical Proposal
  - (b) Financial Proposal
  - (c) All documents stipulated elsewhere in the DTCN.
- 17. Sufficiency of Tender:**  
The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the services to be provided and of the prices quoted in the financial bid, which shall cover all his obligations under the contract and all matters and things necessary for the successful accomplishment of the work.
- 18. Preparation of Proposal:**
- 18.1. The Proposal (see Section-2(B) Clause 1(J)) as well as all related correspondence exchanged by the employer & the Contractor shall be written in the language specified in the Data Sheet.
- 18.2. In preparing the proposal, the Contractor is expected to examine in detail the documents comprising the DTCN. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 18.3. Site Inspection by tenderer.**  
The tenderer shall inspect the site at his own cost and shall satisfy him-self with regard to the nature and extent of the work involved, the actual site conditions, existing facilities and shall collect any other information which may be required before submitting the tender. Any further data required during execution of the work / scheme shall be ascertained by the contractor at his own cost.
- 19. Technical Proposal (As per Annexure-I):**  
The Technical Proposal shall provide the information indicated in the following paragraphs (clause 2(B) 19.1 to 2(B) 19.8) using the attached Standard Forms. A page is considered to be one printed side of A4 or letter size paper.

- 19.1. A description of the approach, methodology and work plan for performing the assignment.
- 19.2. Work completion certificate from an Engineer not below that the rank of Executive Engineer in support of the work executed as furnished in **Scheduled-I**.
- 19.3. Copy of Odisha VAT-612 in support of VAT Clearance or undertaking as per Finance Deptt.Office Memorandum No.34145 Dt.17.08.2007 & No.3202 Dt.15.01.2009.
- 19.4. Copy of PAN Card.
- 19.5. Copy of Contractor's Registration Certificate.
- 19.6. General Power of Attorney if required in favour of the authorised signatory.
- 19.7. Other information as required.
- 19.8. The Technical Proposal shall not include any financial information related to the Financial Proposal.
- 19.9. Financial Turnover for the last 3 years certified by Chartered Accountant.

**20. The Financial Proposal (As per Annexure-II):**

20.1. The Contractor shall quote the Financial Proposals as per the tables provided below:

- a) The Bidder needs to quote the Capital Cost and O&M cost for 5 years separately for ETP at Danipali and Kamali Bazaar as per the table below:

**Amount ( in Indian Rupee)**

Item	Amount (ETP at Danipali)	Amount (ETP at Kamali Bazaar)	Total
Capital Cost			
O&M (Year 1)*			
O&M (Year 2)*			
O&M (Year 3)*			
O&M (Year 4)*			
O&M (Year 5)*			
<b>Total Amount</b>			

\* The Operation and Maintenance Cost needs to include manpower, consumables, chemical and all repair and maintenance required during the contract period excluding electricity cost. The electricity cost would be borne by SMC.

- b) The Bidder needs to provide the following break-up of the Capital Cost:

Item	Amount (Indian Rupees)
Civil Cost	
Electrical / Mechanical Equipment* Cost	
Fabrication, Erection, Installation and Commissioning Work	
Transportation Cost	
Excise Duty	
Sales Tax	
Service Tax	
<b>Total Capital Cost</b>	

\* Bidder to provide a breakup of all the Electrical / Mechanical Equipment required for the project which will be used for billing purposes.

- c) The Bidder needs to provide Detailed BOQ of the Civil Cost along with the Rate Analysis. The amount for Civil Works would be released after due measure from SMC Engineer.

- d) The Financial Proposal shall include the following data:
  - i. Layout, Hydraulic profile, Process schematic drawings+

- ii. Land area required for the ETP including dimension in (Length (m) x Breadth (m))
- iii. List of chemicals required, consumption quantity and its cost/day and year.
- iv. List of Motors and its power rating, Total power consumption and its cost/day and year.
- v. List of spares and other consumables required and its cost per year.
- vi. List of manpower required for O&M of ETP and the expenditure / day and year.

20.2. The offer shall be inclusive of all costs associated with the assignment including cost of all materials to be utilized in the work, cost of T&P, consumables, infrastructure backup etc. The offer shall also be inclusive of all duties, levies, taxes of the Central and State Govt. Further it shall also include all other expenses incidental thereto for successful accomplishment of the assignment in conformity with the DTCN.

20.3. The contractor should make realistic assessment of the exhaustive nature of work and the extent of expert technical and managerial inputs and resources required to carry out the work diligently to complete the work within the stipulated time and quote their offer accordingly.

20.4. The rate quoted by the firm shall be firm.

**21. Tender Validity:**

- 21.1. The proposal must remain valid for **120 (One Hundred Twenty) days** from the date of opening of price bid.
- 21.2. A Contractor agreeing to the request of extending the validity period of the proposal will not be required or permitted to modify his tender, but will be required to extend the validity of his EMD.

**22. Authorization, Corrections, Erasures etc. in Tender Papers:**

- 22.1. The tender document shall be digitally signed by a person duly authorized to do so. Proof of authorization shall be furnished in the form of a certified copy of Power of Attorney, which shall accompany the tender.
- 22.2. The completed tender shall be submitted without any alterations, inter-relations or erasures except those which accord with instructions given by the **Executive Engineer, Sambalpur Municipal Corporation, Sambalpur**
- 22.3. Only one tender shall be submitted by a contractor.

**23. Earnest Money Deposit / ISD / SD / Additional Perform Security & VAT Clearance:**

**23.1. Earnest Money Deposit:**

The Earnest Money Deposit (EMD) shall be of **Rs. 90,000/-** and in shape of D.D/Banker's Cheque payable to Municipal Commissioner, SMC, Sambalpur or NSC/ Post Office Time Deposit / Kissan Vikash Patra/ Term Deposit Receipt in Schedule Bank duly pledged in favour of **Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur**. EMD in any other form shall not be accepted. The EMD shall accompany the DTCN: Technical & Financial Proposal. Tenders without EMD or with Part EMD/ unpledged EMD/ EMD partly pledged and partly un-pledged/ E.M.D. in other forms shall not be considered and such tenders shall be out rightly rejected.

In case the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed outside the State, he/she is required to furnish additional 1% EMD/Bid Security. The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within stipulated time as per the tender document.

**23.2. Return of EMD:**

Earnest money given by all contractors except the three lowest tenders shall be refunded within a week from the date of opening of price bid on application / request.

The earnest money given by other two parties (L<sub>2</sub> & L<sub>3</sub>) except one whose tender is accepted shall also be refunded within 15 (fifteen) days of the acceptance of the tender on application / request.

EMD shall also be returned to the unsuccessful bidders of Technical & Financial Proposal after finalisation of its evaluation or last date of the tender validity period whichever is earlier on application / request.

**23.3. Initial Security Deposit:**

The successful Tenderers ,after receipt of formal order shall have to furnish Initial Security Deposit (ISD) equal to 1% (One percent ) of the value of the order in shape of NSC/ postal saving pass book / post office time deposit / Kishan Vikash Patra / deposit receipt in schedule bank duly pledge in favour of the **Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur** payable at **Sambalpur** with in 7 (seven) days of receipt of intimation failing which their tender shall be cancelled with the forfeiture of EMD.

**23.4. Deleted**

**23.5. VAT Clearance Certificate in Form Odisha VAT-612:**

Tenderers are required to submit attested copies of valid and up-to-date Odisha VAT Clearance Certificates along with their tenders, failing which their tenders will not be considered. The bidders from outside the State who intend to participate in the tender and who have not been registered under the Odisha VAT act as they have not started any business in state as yet are allowed to participate in the tender without having Odisha VAT clearance certificates subject to condition that they should submit undertaking in the form of an affidavit indicating therein that they are not registered under the Odisha VAT act as they have not started any business in state and they have no liability under the act. But before award of the final contract, such bidders will have to produce the Odisha VAT clearance certificate in the form VAT-612.

**23.6. Security Deposit**

In addition to that **5% of gross value** will be deducted from bill(s) of the contractor toward Security Deposit (**SD**) which will be refunded after the defect liability period subject to payment of final bill or obtaining clearance from the Audit.

23.7. The EMD shall be forfeited, if, (a) a contractor withdraws the tender during the validity period of tender or (b) if the firm fail to furnish ISD within due time or (c) the successful tenderer fails to sign the Agreement for whatever reason.

23.8. In consideration of the Executive Engineer / Superintending Engineer / Chief Engineer / Government to investigate and to take into account each tender and in consideration of the work thereby involved, all earnest money deposited by the tenderer will be forfeited in the event of such tenderer either modifying or withdrawing his tender at his instance within the validity period.

**24.** (deleted)

**25. Clarification on an Amendment to DTCN Document:**

- 25.1. Contractor may request a clarification to any clause of the DTCN documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent online in the portal. The Employer will respond to this online through the same portal. Should the Employer deem it necessary to amend the DTCN as a result of a clarification, it shall do so following the procedure under para. 2(B) 25.2.
- 25.2. At any time before the submission of Proposals, the Employer may amend the DTCN by issuing an addendum/corrigendum which shall be published in the portal. The addendum/corrigendum shall be binding for the bidders. To give the bidders a reasonable time to take into account the amendment into their proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of proposals. The purpose of this is to clarify issues on any matter, a tenderer may raise concerning the tendering of the works.

**D. SUBMISSION OF TENDERS**

26 (deleted)

**26.1. Bid Documents:**

Bid documents consisting of technical proposal & financial proposal shall be submitted in two separate envelopes clearly mentioning:

1. Technical Proposal for “Establishment of Effluent Treatment Plants at Fish Markets in two locations i.e. Danipali and Kamaali Bazaar, Sambalpur”
2. Financial Proposal for “Establishment of Effluent Treatment Plants at Fish Markets in two locations i.e. Danipali and Kamaali Bazaar, Sambalpur”. Please do not open before without permission of SMC.

**26.2. Clarification of Bidding Documents:**

The bidder can seek clarification on the bids within **11.00AM of 30.11.2016** from start of sale of bid documents. The Employers response for the queries raised by the bidder will be clarified by the Bidder within 7 days.

**26.3. (deleted)**

**26.4. (deleted)**

**26.5. Bid Security/EMD:**

- (i) The bidder shall furnish, as part of his Bid, a bid security in the amount as shown in Col. 5 of the table of Notice Inviting Tender (NIT) for this particular work. The bidder shall have to deposit the ‘Bid Security’ in original with the “Officer Inviting Bid” prior to opening of technical bid. The officer inviting the bid shall not be responsible for any postal delay and/ or non-receipt due to any frivolous reasons. Non-submission of bid security within the specified period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration. The bid security shall be in shape of National Savings Certificate/ Post Office Savings Bank Account/ Post Office Time Deposit account/ Kissan Vikas Patra /Deposit Receipt of Schedule Bank only duly pledged in favour of Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur.

- (ii) The EMD will be forfeited in any of the following case.
  - a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity.
  - b) If the Bidder does not accept the correction of the Bid Price.
  - c) In the case of a successful Bidder, If the Bidder fails within the specified time limit to
    - i) Sign the Agreement / contract or
    - ii) Furnish the required ISD and Performance Security.
  - d) In case of submission of Bids through the e-Procurement Portal, if any of the statements, documents, and certificates up loaded by the bidder is found to be false/fabricated/bogus, the bidder will be blacklisted and his EMD/ Bid Security shall be forfeited.

**26.6. Submission of Bid:**

The bidder have to submit the filled in downloaded DTCN(RFP) along with relevant documents/ paper as per clause laid down in the DTCN through Speed Post/ Registered Post/Courier to the Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur. The bidder shall have to produce the original documents in support of the photo copies/ statements submitted to the SMC on demand by the employer prior to award of contract-failing which action as per DTCN will be initiated.

**26.7. Late Bids:**

No bids will be received after scheduled date and time. The authority will not be responsible for postal and courier delay.

**27. Modification & Withdrawal of Bid:  
(Deleted)**

**28. Bid Opening:**

The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid.

**29. Award of Work:**

Award of contract will be issued by post/hand and email.

## **E. TENDER OPENING AND EVALUATION**

**30. Tender Opening:**

30.1 The **Executive Engineer / Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur** will open the tenders on the date & time mentioned in the **DTCN(RFP)**.

**30.2 A tender shall include the following documents:**

- a) Financial Proposal.
- b) Technical Proposal
- c) Cost of tender document.
- d) EMD as per Clause 2(B)23.1 .
- e) Proof of eligibility and qualifications.
- f) There are any criminal cases pending.



- g) PAN Card.
  - h) Affidavit.
  - i) Power of Attorney.
  - j) Record of litigation and arbitration.
  - k) Other documents as required.
  - l) VAT in Odisha VAT-612 / undertaking to furnish VAT-612 in case of outside State firms who have not registered under Odisha as per condition of DTCN.
- 30.3. The **Executive Engineer / Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur** may prepare, for his own record, minutes of the tender opening, including the tender opening summary which shall be posted in the portal.
31. **Clarification on Tenders from Tenderers:**  
To assist in the scrutiny, evaluation and comparison of the tenders, the **Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur** may ask contractor individually for clarification on their tenders. The request for clarification and response shall be in writing or by mail. However, no change in the tender amount/ rate or substance shall be sought, offered or permitted by the **Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur** during the evaluation of the tenders.
32. **Determination of Responsiveness:**
- 32.1. Prior to the detailed evaluation of tenders, **Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur** will determine whether each tender has been submitted in the proper form and whether it is substantially responsive to the requirements of the tender documents. Tenders, which have not been submitted in the proper form, will be rejected.
- 32.2. Any tender which is not substantially responsive to the requirements of the tender documents will be rejected by the **Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur**. Such a tender shall not be allowed subsequently to be made responsive by the contractor by correcting or withdrawing the non-conforming deviation(s) or reservation(s).
33. **Proposal Evaluation:**
- 33.1. From the time of the proposals are opened to the time, the contract is awarded, the contractor should not contact the client on any matter related to its Technical and/or Financial Proposal except any required in Clause-2(B)31.
- 33.2. Any effort by a bidder to influence the client in any form directly or indirectly during the examination, evaluation, ranking of proposals, and recommendation for award of the contract may result in the rejection of the contractor's proposal.
- 33.3. Evaluation of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 33.4. **Evaluation of Technical Proposals:**
- 33.4.1. The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the DTCN.

33.4.2. A Proposal shall be rejected at this stage if it does not respond to required aspects of the NIT / DTCN.

33.4.3. During technical evaluation, the tenderers may have to make a presentation on their technical proposal before the Evaluation Committee if felt necessary. The date of such presentation shall be intimated to them in writing or by mail.

**33.5. Evaluation of Financial Proposals:**

33.5.1. After the technical evaluation is completed, the Employer shall inform to the contractors, who have qualified in the General, Technical & Price bid.

33.5.2. Financial bids determined to be substantially responsive will be checked by the employer for any arithmetic error(s).

33.5.3. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount or between words and figures, the amount in words will prevail.

33.5.4. If the bid price increases as a result of these corrections, the amount as stated in the bid will be the bid price and any increase will be treated as rebate. If the bid price decreases, the decreased amount will be treated as bid price.

**33.6. Selection of contractor on the basis of Financial Proposal:**

Other condition being equal, the contractor bidding the lowest price will be considered for acceptance by competent authority.

**34. Negotiations:**

34.1. Negotiations will be held if required with the lowest valid tenderer. In the event of the L<sub>1</sub> tenderer has furnished any condition which grossly affects the tender value/ contains such conditions which make the value of the offer indefinite, he may be given an opportunity to withdraw such condition(s) to make the tender definite. Failure to withdraw such condition(s) may lead to rejection of the tender as in consistent / non responsive. In such case the employer may explore the possibility of considering the next valid tender as L<sub>1</sub>.

## **F. AWARD OF CONTRACT**

**35. Award Criteria:**

35.1. After acceptance of price bid of the tender by competent authority selected contractor will be intimated about such acceptance.

35.2. The contractor is expected to commence the work on the date and at the location specified in the Data Sheet.

**36. Right to Accept or Reject any or all Tenders:**

Notwithstanding Clause 2(B)35, the **Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur** reserves the right to accept or reject any tender, annul the tendering process, reject all tenders at any time or any stage prior to the award of contract without thereby incurring any liability to the affected bidders.

37. **Process to be Confidential:**

37.1. After the opening of tenders as per Clause 2(B)30 & 2(B)33, information relating to examination, clarification, evaluation and comparison of tenders and recommendations, concerning to the award of contract shall not be disclosed to the contractor or any other persons, officially not concerned with the process, until the award of the contract to the successful contractor has been announced.

37.2. Any effort by any contractor to influence the Department officials in scrutiny, clarification, evaluation and comparison of tenders, and in any decisions concerning award of a contract, may result in the rejection of their Tender.

38. **Notification of Award & signing of Agreement:**

- a) The Employer/ Engineer-in-charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This Letter of acceptance will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution & completion of the works by the contractor as prescribed by the contract & the amount of performance security and additional performance security required to be furnished. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- b) The contractor after furnishing the required acceptable performance security and additional performance security, "Letter to Proceed" or "Work Order" shall be issued by the Engineer-in-charge with copy thereof to the procurement Officer-Publisher. The Procurement Officer- Publisher shall up load the summary and declare the process as complete.

## SECTION- 2(C)

### DATA SHEET

Ref Cl. No.	Description																										
	<p>Name of the Work:  <b>“Detailed survey and investigation ,Design, Supply, Installation / fabrication, Construction, testing and commissioning of Effluent Treatment Plant (ETP) in Fish Markets at Danipali and Kamaali Bazaar in Sambalpur Town including O &amp; M for five years”</b></p>																										
Section-8	<p><b>Scope of Works:</b> The scope of work shall include Design, supply, Installation, testing and commissioning of the Civil, Mechanical, Instrumental and Electrical Equipment and Operation &amp; Maintenance for 5 years of ETPs at both the proposed locations (i.e Danipali and Kamali Bazaar) as per specifications mentioned in this document. It is the responsibility of the Bidder to ensure that the discharge from the ETP meets the standard for discharge of waste water into inland surface water as per part A of schedule-6 E(P) Act 1986 as per the latest amendment.</p> <p><b>Basis of Design:</b></p> <ol style="list-style-type: none"> <li>Capacity of ETP at Fish Market at Danipali: 15 – 20 KLD; Expected to operate at 10-15 KLD for the first 2 years.</li> <li>Capacity of ETP at Fish Market at Kamaali Bazaar: 10 – 20 KLD</li> <li>Tentative Parameters for Effluent: <table border="1" style="margin-left: 20px;"> <thead> <tr> <th style="text-align: center;">Sr. No</th> <th style="text-align: center;">Effluent Parameters</th> <th style="text-align: center;">Raw Effluent*</th> <th style="text-align: center;">Treated Effluent</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Ph</td> <td style="text-align: center;">6 – 7</td> <td rowspan="6" style="vertical-align: top;">“All parameters shall be in line with discharge of waste water into inland surface water as per part A of schedule-6 E(P) Act 1986 as per the latest amendment”</td> </tr> <tr> <td style="text-align: center;">2</td> <td>COD</td> <td style="text-align: center;">1500 - 2200</td> </tr> <tr> <td style="text-align: center;">3</td> <td>BOD</td> <td style="text-align: center;">700 - 1000</td> </tr> <tr> <td style="text-align: center;">3</td> <td>TSS</td> <td style="text-align: center;">400 - 500</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Oil and Fats (mg/Lt)</td> <td style="text-align: center;">30-50</td> </tr> <tr> <td style="text-align: center;">5</td> <td>TKN (mg/Lt)</td> <td style="text-align: center;">120 – 150</td> </tr> <tr> <td style="text-align: center;">6</td> <td>N-NH4</td> <td style="text-align: center;">100 – 130</td> </tr> </tbody> </table> </li> </ol> <p>* Raw Effluent Parameters are indicative in nature. Bidder shall provide the values based on their earlier experience in similar ETPs.</p> <ol style="list-style-type: none"> <li>ETP Process: Two Stage Moving Bed Biofilm Reactor (MBBR)</li> <li>Area available for ETP at each site:                      ○ Area available at Danipali Site 33.25 sqm ( 2.50 m x 13.30 m)</li> </ol>	Sr. No	Effluent Parameters	Raw Effluent*	Treated Effluent	1	Ph	6 – 7	“All parameters shall be in line with discharge of waste water into inland surface water as per part A of schedule-6 E(P) Act 1986 as per the latest amendment”	2	COD	1500 - 2200	3	BOD	700 - 1000	3	TSS	400 - 500	4	Oil and Fats (mg/Lt)	30-50	5	TKN (mg/Lt)	120 – 150	6	N-NH4	100 – 130
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5	TKN (mg/Lt)	120 – 150																									
6	N-NH4	100 – 130																									
2(B)1.(a)	Name of the Employer: <b>Sambalpur Municipal Corporation, Sambalpur (Odisha).</b>																										
2(B)33.6	Method of selection: <b>Qualifying in the Technical Bid and L<sub>1</sub> in the Financial Proposal.</b>																										
2(B)26.	Two Bid System: <b>Technical Proposal and Financial Proposal to be submitted in separate envelopes as detailed at Clause-2(B) 26.</b>																										
2(B)15.	Proposals shall be submitted in the following language: <b>English</b>																										
2(B)21.	Offers must remain valid for <b>120 (One Hundred Twenty) days</b> after the date of opening of Bid.																										
2(B)25.1	Clarifications may be requested on line till <b>11.00AM of 30.11.2016</b>																										
2(B)30	The technical bid will be opened on following date and time: <b>04.00PM of 16.12.2016</b>																										
2(B)33.5	The L <sub>1</sub> bidder shall be intimated separately by writing or by mail after the technical evaluation and comparative statement is over.																										

**SECTION –2 (D)**

**LETTER FOR SUBMISSION OF TENDER**

*[To be filled in by the Bidder]*

Note:- (1) Additional conditions appended to the tender will make the tender liable for rejection.

(2) Non-submission of EMD in proper shape and other required documents as detailed hereinafter shall make the tender liable for rejection.

Ref. No. \_\_\_\_\_/Dated \_\_\_\_\_

To

**The Municipal Commissioner,  
Sambalpur Municipal Corporation, Sambalpur.**

Sub: Tender for the Work - : “Detailed survey and investigation ,Design, Supply, Installation / fabrication, Construction, testing and commissioning of Effluent Treatment Plant (ETP) in Fish Markets at Danipali and Kamaali Bazaar in Sambalpur Town including O & M for five years”

Ref: RFP No. **6438/SMC/SMC dt.17.11.2016** published in the website [www.sambalpur.nic.in/](http://www.sambalpur.nic.in/)  
<http://urbanodisha.gov.in>

Dear Sir,

With reference to the above, we are to inform you that in response to your above referred NIT, we have downloaded the Detailed Tender Call Notice (DTCN) and that after having thoroughly examined the same, we hereby tender for the work to execute the work within the stipulated time and in conformity with the relevant clauses of the DTCN along with all related statutory rules and regulations for the amounts as quoted in the accompanying price bid.

2) I/We have studied, acquainted and satisfied ourselves with the site and its working conditions for the successful and timely completion of the work.

3) I/We are submitting herewith Bar Chart to complete the work in time.

4) Our offer is unconditional and is in conformity with the requirements of the DTCN. We understand that any additional condition put by us in the tender shall make our tender liable for rejection.

5) I/We understood that you are not bound to assign any reason in case of rejection of our tender.

6) I/We agree to keep our offer open for a minimum of 120 (One Hundred Twenty) days from the date of opening of the Price bid. Further extension of validity will be our prerogative.

Should this tender be accepted, we hereby agree to abide by and fulfil all the terms and provisions of this Detailed Tender Call Notice (DTCN).

Thanking you.

Yours faithfully,

**Name and Signature**  
of the authorised signatory  
along with seal and address of the firm.

**SECTION-2 (E)**

**TENDER DECLARATION**

[To be filled in by the  
tenderer]

I/We hereby tender for the execution for the Governor of Odisha of the work specified in the enclosed memorandum at the rates given in the price bid and will complete the said work in all respects within the period as specified in the Detailed Tender Call Notice and in accordance with the specifications, designs and drawings and other documents referred to therein, which shall have to be approved by the **Sambalpur Municipal Corporation, Sambalpur**, and such other written instructions as may be given by the PHED, Odisha from time to time for duly carrying out of the said works and with such materials as are provided for in accordance with the conditions and special conditions hereto attached. I/We have inspected the work site and studied its conditions, labour, materials and have understood the tender implications fully.

Should this tender be accepted I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions and special conditions of the contract annexed hereto or in default thereof to forfeit and pay to the Governor of Odisha the sums of money mentioned in the said conditions and in the event of such default the transaction effected by this tender shall cease and determine.

Signature of  
Tenderer / Contractor  
(Seal)

**SECTION-2 (F)**

**LETTER OF ACCEPTANCE OF TENDER**

(To be filled in by Municipal Commissioner, Municipal Corporation, Sambalpur)

The above tender is hereby accepted by me on behalf of Municipal Corporation,  
Sambalpur.

**Commissioner Sambalpur Municipal  
Corporation Sambalpur**

**SECTION-2 (G)**

**MEMORANDUM**

(To be filled in by the contractor during signing of Agreement)

1.	Name of the work		<b>“Detailed survey and investigation ,Design, Supply, Installation / fabrication, Construction, testing and commissioning of Effluent Treatment Plant (ETP) in Fish Markets at Danipali and Kamaali Bazaar in Sambalpur Town including O &amp; M for five years”</b>
2.	Accepted tender Value	:	<b>Rs. _____ Lakh</b>
3.	Earnest Money Deposit	:	<b>Rs. 90,000/- (Rupees Ninety thousand only)</b>
4.	Initial Security Deposit (@ 2% of the accepted tender Amount including earnest money).	:	<b>Rs. _____ Lakh</b>
5.	Percentage to be deducted from each Bill as security deposit	:	<b>@ 5 (five)%</b>
6.	Time allotted for completion of the work (from the date of written order to commence)	:	<b>4 (Four) Calendar Months</b>
8.	Date of written order to commence.	:	
9.	Total number of items of work tendered for (as per schedule attached hereto).	:	

**Signature of Tenderer / Contractor**



**SECTION- 3**  
**INFORMATION REGARDING TENDERER**  
(To be filled in by the Tenderer)

**A. In case of individuals:**

- i. Name of Tenderer :
- ii. Whether his business is registered :
- iii. Date of commencement of business :
- iv. Whether he pays income tax each year. :  
If yes, furnish particulars.

**B. In case of Partnership Firm :**

- i. Names of Partners :
- ii. Whether partnership is registered. :
- iii. Date of establishment of the firm. :
- iv. In case, income tax is paid by each Partner, the details to be furnished. :

**C. In case of limited Liability Company :**

- i. Amount of paid up capital. :
- ii. Names of Directors. :
- iii. Date of registration of the Company. :
- iv. Copies of the last three year's balance sheets of the Company. :

**Signature of the Tenderer**

## SECTION- 4

### **DECLARATION BY THE TENDERER**

1. I have visited the site and have fully been acquainted myself with the local situation regarding materials, labour and the factors pertaining to the work before submitting the tender.
2. I have carefully studied the conditions of the contract, specification and other documents of this work and I agree to execute the same accordingly.
3. I solemnly pledge that I shall be sincere in discharging my duties as responsible contractor and complete the work within the prescribed time limit. I shall submit detailed construction programme with target dates for various items and stages of work keeping in view the time limit and shall accordingly arrange for necessary labours, materials, and equipments etc., punctually. In case there are deviations from the construction programme, I shall abide by the decision of the Engineer-in-charge for revision of the programme and shall arrange for labour, materials, equipments etc
4. I shall follow all rules and regulations of the state in force with regard to engagement of labour for the work.
5. The documents furnished with the tender are correct to the best of my knowledge and belief and if any information found to be incorrect in future, the Department has the liberty to take any action as deemed fit.

**Signature of the Tenderer**

**SECTION – 5**

**FORM OF AGREEMENT**

This contract made the .....day of..... to  
..... between the Governor of Odisha acting through (designation) Ministry  
of ..... Department of .....Government of Odisha (address) (name  
and address of employer) (hereinafter called “the employer” and  
.....  
..... (name and address of contractor ) (hereinafter called “the Contractor”) of the other  
party).

WHEREAS the Employer is desirous that the contractor executes.

.....  
.....  
..... (Name and identification number of  
contract) (hereinafter called “the Works”) and the employer has accepted the Bid by the contractor  
for the execution and completion of such works and the remedying of any defects therein, at a  
contract price of Rs.....

NOW, THEREFORE IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. In this contract, words and expressions shall assume the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of the Agreement.
2. In consideration of the payments to be made by the employer to the contractor as hereinafter mentioned, the contractor hereby covenants with the Employer to execute and complete the works and remedy the defects therein in conformity in all aspects with the provision of the contract.
3. The Employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and in remedying the defects wherein 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.
4. The following documents shall be deemed to form and be read and construed as part of this contract, viz:

- i) Letter of acceptance
- ii) Notice to proceed with the works
- iii) Contractor's bid
- iv) Bidding data
- v) General conditions of contract (including special conditions of contract)
- vi) Specifications
- vii) Drawings
- viii) Bill of quantities
- ix) Any other documents listed in the contract data as forming part of the contract.
- x) Drawing and design of structure(s) or part thereof submitted by the tenderer and duly approved by the competent authority after this Agreement.

IN WITNESS WHEREOF the parties have caused this contract to be executed the day and year first before written.

Binding signature of employer signed by.....

(for and on behalf of the Municipal Corporation, Sambalpur)

Binding signature of Contractor signed by.....(for and on behalf of .....duly authorised vide Resolution No..... dated..... of the Board of Directors of .....)

In the presence of  
(Witnesses)

1.

2.

**Contractor**

**Municipal Commissioner**

## SECTION-6

# CONDITIONS OF CONTRACT

6.1. **Decision of Municipal Commissioner is Final:**

The party whose tender is accepted hereinafter called the contractor is to provide everything of every sort and kind (with the exceptions noted in the schedule attached) which may be necessary and requisite for the due and proper execution of the several works included in the contract according to the true intent and meaning of the drawings and specification taken together, which are to be signed by the **Executive Engineer, Municipal Corporation, Sambalpur**, herein after called the Executive Engineer and the contractor whether the same may or may not be particularly described in the specification or shown on the drawing provided that the same are reasonably and obviously to be inferred there from and in case of any discrepancy between the drawings and the specifications the Executive Engineer is to decide which shall be followed.

6.2. **Amendment of Errors during Progress of Work:**

The contractor is to set out the whole of the works in conjunction with an officer to be deputed by the Executive Engineer and during the progress of the works to amend on the requisition of the Executive Engineer any errors which may arise therein and provide all the necessary labour and materials for doing. The contractor is to provide all plant labour and materials (with the exception noted in Schedule), which may be necessary and requisite for the works. All materials and workmanship are to be the best of their respective kinds. The contractor is to leave the works in all respects clean and perfect at the completion thereof.

6.3. **Fair Wage Clause:**

The contractor shall not employ for the purpose of this contract any person who is below the age of fourteen years, and shall pay to each labourer, for the work done by such labourer, fair wages. Fair wages means wages whether for time or piecework, prescribed by the State P.W.D. provided that where higher rates have been prescribed under the minimum wages Act, 1948, wages at such higher rates should constitute fair wages.

The Executive Engineer shall have the right to enquire into and to decide any complaint alleging that the wages paid by the contractor to any labourer for the work done by such labourer is less than the wages paid for similar work in the neighbourhood.

The Officer-in-charge of the work shall have the right to decide whether any labourer employed by the contractor is below the age of fourteen years and to refuse to allow any labourer whom he decides to be below the age of fourteen years, to be employed by the contractor.

6.4. **Approved Drawings & Specification of Site with Contractors Agent:**

Complete copies of the drawing and specifications signed by the Executive Engineer and the same or copies thereof are to be kept with the works in-charge of the contractor's agent which is to be constantly kept on the ground by the contractor and to whom instructions can be given by the Executive Engineer.

- 6.5. **Work not to be Sublet:**  
The work should not be sublet. During execution of work if it is found that the work/ part of the work is sublet, the Executive Engineer may there upon by notice in writing, rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government. In addition, the contractors shall not be entitled to recover or be paid for any work thereafter actually performed under the contract.
- 6.6. **Deviation from Approved Drawing and Specifications:**  
The contractor is not to vary or deviate from the drawings or specifications or execute any extra work of any kind whatsoever unless upon the authority of the Executive Engineer to be sufficiently shown by any order in writing, by any plan or drawing expressly given and signed by him as an extra or variation or by any subsequent written approval signed by him. In case of daily labour all vouchers for the same are to be delivered to the Executive Engineer or the Officer-in-Charge at least during the week following that in which the work may have been done and no day work shall be allowed unless authorised by the Executive Engineer and no such authority shall be given if the work is capable of being measured and being paid for at an agreed rate.
- 6.7. **Rate for Extra Work.**  
Any authority given by the Executive Engineer for any alterations or addition in or to the works is not to vitiate contract but all additions omissions or variations made in carrying out the works are to be measured and valued and certified by the Executive Engineer and added to or deducted from the amount of the contract as the case may be at rates in accordance with the sanctioned schedule of rates in force at the time when the particular item of work was commenced. In those cases in which rates do not exist, the Commissioner, Sambalpur will fix the rates to be paid and his decision shall be final.
- 6.8. **Extension of Time:**  
If the contractor shall desire an extension of time for completion of the work on the ground of his having been come across with unavoidable hindrance in its execution or any other grounds he shall apply in writing to Executive Engineer within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the authority shall if in his opinion (which shall be final) as reasonable ground be shown thereof authorized such extension of time if any, as may in his opinion, be necessary or proper. The authority shall at the same time inform the contractor whether the authority claims compensation for delay, in case there is any delay in execution due to non-availability of stock materials or land or rise in cost of materials and labour or any reason whatsoever beyond the control of authority, the contractor is bound to execute the work as per the terms and rates in the contract and no monetary claim on such account will be acceptable to the authority but extension of time, proportionate to the delay in execution may be granted by the authority considering the merit of the case. The competent authority reserves the right to take any expert advice of any Committee/ Secretary/ Legal Advisor while considering the application of the contractor for extension of time and can impose any condition which shall be binding on the contractor.
- 6.9. **Works & Materials at Site to be Property of Government of Odisha.**  
All works and materials brought and left at site by the contractor or by his orders for the purpose of forming part of the works are to be considered to be the property of the **Governor of Odisha** and the same are not to be removed or taken away by the contractor or any other person without the specific permission in writing of the Executive Engineer but the Governor of Odisha will not be liable for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or stolen or injured by weather or otherwise

6.10. **Supply of Materials:**

The contractor shall at his own expense provide all materials required for the work. The materials supplied by the contractor shall conform to relevant latest editions of the specification and codes of practices of the Bureau of Indian Standards or in their absence to other specifications as may be specified by the Engineer-in-charge. The contractor shall furnish necessary certificates in support of the quality of the materials as may be required by the Engineer-in-charge.

The Engineer-in-charge shall have absolute authority to test the quality of materials at any time through any reputed laboratory at the cost of contractor. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The Executive Engineer has full power for removal from the premises of all materials which, in his opinion, are not in accordance with the specification and in case of default, the Executive Engineer is to be at liberty to sell such materials and to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Executive Engineer is also to have full power to require

other proper materials to be substituted and in case of default, the Executive Engineer may cause the same to be supplied and all costs which may attend such removal and substitution are to be borne by the contractor and may be recovered from the sale proceeds of such rejected materials when necessary, the balance, if any, being kept in deposit in the contractor's favour.

6.11. **Execution with Defective Workmanship & Improper Materials.**

If in the opinion of the Executive Engineer any of the works have been executed with improper materials or defective workmanship, the contractor is then required by the Executive Engineer forthwith to re-execute the same and to substitute proper materials and workmanship and in case of default of the contractor in so doing within a week, the Executive Engineer is to have full power to employ other agency to re-execute the work and the cost thereof shall be borne by the contractor.

6.12. **Rectification of Defects within Guarantee Period:**

Any defects, shrinkage or other faults which may appear within 12 (twelve) months from the completion of the work arising out of defective or improper materials or workmanship are upon the direction of the Executive Engineer to be amended and made good by the contractor at his own cost unless the Executive Engineer for reasons to be recorded in writing shall decide that they ought to be paid for and in case of default, the Governor of Odisha may recover from the contractor the cost of making good the works.

6.13. **Responsibility of the Contractor during Execution of Work:**

From the commencement of the works to the completion of the same they are to be under the contractor's charge. The contractor is to be held responsible for and to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they are to hold the Governor of Odisha harmless from any claims for injuries to persons or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or of any one of his employees during the execution of the works.

6.14. **Execution of Works in the Site by Other Workmen:**

The Executive Engineer is to have full powers to send workmen upon the premises to execute fittings and other works not included in the contract for whose operations the contractor is to afford every reasonable facility during ordinary working hours provided that such operations shall be carried on in such a manner as not to impede the progress of the work included in the contract but the contractor is not to be responsible for any damage which may happen to or be occasioned by any such fittings or other works.

6.15. **Compensation for Delay:**

- (a) The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract, be carried on with all due diligence (time being deemed to be essence of the contract on the part of the contractor) and the contractor shall pay, as compensation, an amount equal to  $\frac{1}{2}$  percent of the amount of the estimated cost, if the whole work as shown by the tender for every day that the work remains un-commenced, or un-finished after the proper dates (The work should not be considered finished until such date as the Executive Engineer shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Executive Engineer or his authorised agents, are fully complied with by the contractor to the Executive Engineer's satisfaction). And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one-fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the work, before the half of such time has elapsed, and three fourth of work before three fourths of such time has elapsed, in the event of the contractor failing to comply with the condition he shall be liable to pay as compensation an amount equal to one-third percent on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10% (Ten Percent) of the estimated cost of the work as shown in the tender.
- (b) If there are possibilities of exceeding this compensation amount as mentioned in clause (a) 10% of the estimated cost, or in any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Government (whether paid in the sum or deducted by instalments) the Executive Engineer on behalf of the Governor of Odisha, shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Government.
- i) To rescind the contract (of which recession notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence) 20% of the value of the left over work will be realised from the contractor as penalty.
  - ii) To employ labour paid by Deptt. of Water Resources and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which the cost and price certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respect in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.
  - iii) To measure up the work of the contractor and to take such part of the work of the contract, as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the



Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advance on account of with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work there to for actually performed under this contract, unless and until the Executive Engineer shall have certified in writing the performance of such work and the value payable in-respect thereof and he shall only be entitled to be paid the value so Certified.

**6.16. Circumstances for Rescission of Contract:**

If the contractor shall become bankrupt or compound with or make any assignment for the benefit of his creditors or shall suspend or delay the performance of his part of the contract (except on account of cause mentioned in **Clause 6.15** or in consequence of not having proper instructions for which the contractor shall have duly applied) the Executive Engineer may give to the contractor or his assignee or trustee as the case may be notice requiring the works to be proceeded with and in case of default on the part of the contractor for a period of seven days, it shall be lawful for the Executive Engineer to rescind the contract, if necessary, and to enter upon and take possession of the work and to employ any other person to carry on and complete the same and to authorise him or them to use the plant, materials and property of the contractor upon the works and the costs and the charge incurred in any way in carrying on and completing the said works are to be paid to the Executive Engineer by the contractor or may be set off by the Executive Engineer against any money due or to become due to contractor. If the assignee or trustee of the Contractor proceeds with the work, the conditions of this contract shall be binding upon the said assignee or trustee.

**6.17. Payment Certificate.**

A Certificate of the Executive Engineer or an award of the refer hereinafter referred to as the case may be showing the final balance due or payable to the contractor is to be conclusive evidence of the works having been duly completed and that the contractor is entitled to receive payment of the final balance, but without prejudice to the liability of the contractor under the provisions of **Clause-6.11**.

6.18. The Executive Engineer shall make payment of work in full or part thereof those shall have been certified, subject to availability of Letter of Credit (LoC).

**6.19. (Deleted)**

6.20. If at any time after the commencement of the work the Governor of Odisha shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specification, drawings, designs and instruction which shall involve any curtailment or increase of the work as originally contemplated.

6.21. **(Deleted)**

6.22. **Defects Liability Period:**

The defect liability is **12 months** from the date of formal taking over of the work by the Engineer-in-charge.

6.23. **Contractor Liable for Damage done & for Imperfection for 6 (six) months after Certificate:**

If the contractor or his work people or servants shall break, deface, injure or destroy any part of a building or structure in which they may be working or any building, road, fence, enclosure or grass land cultivated ground continue to the premises on which the work or any part of it is being executed or in any damage shall happen to the work while in progress from any cause whatsoever or any imperfection become apparent in it within six months from the date of the final certificate of its completion shall have been given by the Engineer-in-charge, as aforesaid, the contractor shall make the same good at his own expenses or in default the Engineer-in-charge may cause the same to be made good by other workman and deduct the expenses of which the certificate of the Engineer-in-charge shall be final from any sums that may be then or at any time thereafter may become due to the contractor or from his security or the proceeds of sale thereof or a sufficient portion thereof and the contractor shall be liable to pay of the expenses not so recovered by the Engineer-in-charge.

6.24. **Action where No Specification is mentioned:**

In the case of any class or items of works for which there is no such specification as mentioned in file, if such work shall be carried out in accordance with the detailed standard specification of Odisha, as followed by the State PWD and in the event of there being no specifications born in the said standard specification of Odisha for such items of work, then in such case the said item of work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge after obtaining approval from competent authority.

6.25. **Payment on Intermediate Certificate to be regarded as Advance and Bill to be submitted Monthly:**

A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month and the Engineer-in-charge and/or Assistant Engineer and/or Junior Engineer in immediate charge of the work shall take the requisite measurements for the purpose of having the same verified, and the claims for as admissible adjusted if possible before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge and/or his Engineering subordinates shall measure up the said work in the presence of the contractor, whose counter signature to the measurement list will be sufficient warrant, and the Engineer-in-charge and/or Assistant Engineer and/or his Engineering subordinates shall prepare a bill from such list which shall be binding on the contractor in all respects. Payment shall be made to the contractor in all respects.

The Engineer-in-charge will deduct @ 5% (five percent) of the value of each running bill prepared and submitted by the contractor, if any, on account of works done, and such sum or sums to be held in deposit as a further security for the due performance of the condition of the contract provided always that the Executive Engineer may refuse to make such monthly payments if in his opinion, the progress of the work or the conduct of the contractor is not satisfactory or the contractor has in any other way done or neglect to do anything as to make it appear doubtful to the authority as to whether the works will be completed by the contractor in accordance with his contract, or has failed to comply with any instruction or order of Engineering personnel. All such interim payments from time to time shall be regarded as payments by way of advance against the final payment only and not as payments of work actually done and completed and shall not preclude the

requirement of bad, unsound and imperfect or unskilful work to be removed and taken away and for reconstructed or re-erected, or be considered as an admission of the due performance of the contract, of any part thereof in any respect, or accrual of any claim not shall it conclude, determine or affect in any way the powers of Engineer-in-charge and/or Assistant Engineer and/or the Junior Engineer under these condition or any of them as to the final settlement of adjustment of the accounts or otherwise or in any other way vary or affect this contract. The contractor shall submit the final bill within one month of the date for completion of the work failing which the Engineer-in-charge or his authorized representatives in the presence of the contractor shall prepare the final bill. For recording final measurement of the work, the Engineer-in-charge or his authorized representative shall serve a notice upon the contractor stipulating therein the date fixed for recording such measurement. If the contractor fails to attend the recording of final measurement by the Engineer-in-charge or his authorized representative on the date as stipulated, the Engineer-in-charge may at his discretion get the measurements recorded ex-parte or fix up another date as per his own convenience. Such measurements and the total amount payable to the contractor as certified by the Engineer-in-charge shall be final and binding on all parties.

**6.26. Black Listing:**

A Contractor may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Contractors vide letter No.3365 Dt.01.03.2007 of Works Department, Odisha. As per said amendment a Contractor may be blacklisted.

- a) Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.
- b) Involvement in any sort of tender fixing.
- c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
- d) Persistent and intentional violation of important conditions of contract.
- e) Security consideration of the State i.e., any action that jeopardizes the security of the State.
- f) Submission of false/ fabricated / forged documents for consideration of a tender.

## SECTION-7

### **SPECIAL CONDITIONS OF CONTRACT**

**7.1. Changes in Constitution of Firm:**

In the case of tender by a partnership firm, any change in the constitution of the firm shall be forth with notified by the contractor to the Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur for his information. In case of failure to notify the change in the constitution within 15 days, the Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur may by notice in writing, rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the Governor of Odisha and the same consequence shall ensure as if the contract had been rescinded thereof and in addition the contractor shall not be entitled to recover or be paid for any work there for actually performed under the contract.

**7.2. Engineer's Access to Work:**

The Executive Engineer is to have at all times access to the works, which are to be entirely under his control. He may require the contractor to dismiss any person in the contractor's employee upon the works who may be incompetent or misconduct him-self and the contractor is forthwith to comply with such requirements. Other supervising officers shall have all time access to the works.

**7.3. Workmen Compensation Act VIII of 1923:**

The Governor of Odisha shall be entitled to recover in full from contractor any amount that the Governor of Odisha may be liable to pay under Workman's Compensation Act VIII of 1923 to any workman employed in course of execution of any part of the work covered by this contract.

**7.4. Jurisdiction in the Event of Dispute:**

That for the purpose of jurisdiction in the event of dispute if any, the contract should be deemed to have been entered into within the State of Odisha and it is agreed that neither party to this agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside Odisha.

**7.5. Lighting & Sanitary Arrangement:**

Lighting & Sanitary arrangement and supply of drinking water will be made by the Contractor at his own cost for his labour camp.

**7.6. Payment of Duties, Levies & Taxes:**

The Contractor shall bear all Taxes including Duties, Levies, Central and State Sales Tax including work Contract Tax, Entry Tax, Income Tax, Royalties, Fair Weather Charges and Tollages where necessary & **Government of Odisha** shall not entertain any claim whatsoever in this respect. Statutory deduction of taxes as applicable shall be done from each running bill.

**7.7. The Building & Other Construction Workers Welfare Cess Act 1996.**

In accordance with the provisions under the said Act 1% (One) of the approved agreement value will be deducted from the R/A Bill at the time of making payment to the contractor and such amount shall be remitted in favour of The Odisha Building & Other Construction Workers Welfare Board.

7.8. **Site Clearance:**

After the work is finished or completed, surplus materials and debris are to be removed by Contractor at his own cost and preliminary works such as vats, mixing platforms, level pillars, temporary sheds and go-downs etc. are to be dismantled and all such materials removed from site. The site involved in the construction activities should be cleared and dressed properly with outward slope away from the structure. After the work is completed in all respects as per the contract, the contractor shall vacate the site within three months from the date of completion & commissioning, by making good the damages if any.

7.9. **Works to be carried out:**

The work to be carried out under the contract shall include all materials, labour, tools and plants, equipment and transport which may be required in preparation of and for in the full and entire execution and completion of the works. The description given in the schedule of quantities/scope of work shall, unless otherwise stated, be held to include wastage on materials, carriage & cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

7.10. **Sufficiency of Tender:**

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities (DTCN Price Bid), which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and commissioning of the works.

7.11. **Rates:**

The Tenderer shall quote their offer on '**Capital Cost**' for the complete work in all respects on **Turnkey Basis**. The offer shall be inclusive of cost of all materials, labour, T&P inclusive of all duties, levies, taxes of Central and State Government including Works Contract tax the building and other construction workers welfare cess with surcharge, entry tax, tollages, royalties, packing and forwarding, transportation, insurance, loading & unloading, storage, watch and ward, delivery of the materials to the site etc. and all other expenses incidental thereto for successful completion, testing & commissioning of the work.

7.12. **Transportation:**

The contractor shall be responsible for the transportation of all materials, tools and plant, equipment and machinery to the work site as may be required at site.

7.13. **Custody of the Materials:**

The contractor shall be responsible for safe custody of the materials at site and the Governor of Odisha will not be responsible for any loss or damage of the property at site.

7.14. **Construction Schedule:**

The contractor shall submit a detailed work schedule in the form of **Bar Chart** along with his tender indicating the detailed break-up of the job. This will include all operations from procurement of materials to final testing at site to be indicated in detail with reference to the time period for each.

The construction schedule as submitted by the contractor shall be revised by the Executive Engineer and approved with necessary modification if any after acceptance of the tender. The contractor shall furnish 6 copies of the approved schedule within a time to be intimated to him before drawl of the agreement. The approved Bar Chart shall form a part of the agreement. This approved schedule shall be binding on the contractor.

In addition the contractor shall submit **PERT Chart** in commensurate with the approved Bar Chart within one month of signing of the agreement. The PERT Chart on approval by the Executive Engineer shall be used to monitor the various project activities at micro level.

**7.15. Security Deposit:**

The tenderer whose tender is selected for acceptance shall make an security deposit of **2% (two percent)** of the accepted tender amount together with the earnest money deposited with the tender which forms the initial security deposit (ISD) within 7(seven) days of issue of letter of intent and sign the agreement in the prescribed form within **10 (ten) days** of issue of letter of intent after depositing the balance ISD. The ISD shall be deposited in shape of NSC / POTD / Post Office Savings Bank Account / KVP/ Deposit Receipt in Schedule Bank duly pledged in favour of the **Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur**. No tender shall be accepted unless required amount of security money is deposited.

In addition to the **ISD, 5%** of the bill amount shall be deducted from each bill towards the security deposit. The earnest money deposit, the initial security deposit before and after acceptance of tender together with the subsequent deduction from the contractor's bill shall form part of the security deposit equivalent to 7% of the contract value for the due fulfilment of the contract.

The security deposit of the contractor shall be refunded only 12 (twelve) months after the date of completion of the work provided the final bill has been paid and defects if any rectified or completion of local fund audit, whichever is earlier.

If however there is inevitable delay in payment of final bill, the earnest money deposit and initial security deposit forming part of the security deposit may be refunded on orders of competent authority.

**7.16. Monitoring of the Project:**

Time is the essence of the contract. The execution of the project shall be closely monitored to ensure that quality; cost & time of the project are not compromised in any manner.

The contractor shall submit monthly progress reports in a format as may be prescribed by the Engineer-in-charge. The monthly progress report shall be evaluated by the Executive Engineer vis-à-vis the approved bar chart & PERT Chart and any deficiency observed thereto shall be communicated to the contractor. The contractor shall have to make up the deficiencies within the specific time period communicated to him by the Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur failing which the contractor shall be liable for action as per **Clause -7.26**.

In addition, the contractor shall submit monthly day-wise work program one month in advance to Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur to ensure speedy implementation of the work and effective monitoring at all levels. Failing to do so shall also invite action under **Clause - 7.26**.

**7.17. Site Order Book:**

A site Order Book shall be issued to the contractor by the Engineer-in-charge or his representative. The contractor shall keep this Book always at site and any special order or instruction to be issued to the contractor shall be recorded in this Book by the Engineer-in-charge or his representative. The contractor shall sign all orders and instructions as token of his knowledge about the same. The site Order Book shall be the property of the department but will remain during the period of the progress of the work with the contractor. The safe custody of the site Order Book during this period shall be the responsibility of the contractor. After completion of the work, the Book shall be returned back by the contractor to the Engineer-in-charge, which will be enclosed in the final bill.

**7.18. Guarantee:**

Default liability period is **12 (twelve) months** from the date of preliminary acceptance of the work conforming to provisions in scope of work. During this period, the contractor shall replace the defective materials if any or rectify the defects if any at his own cost as pointed out by the Engineer-in-charge to the satisfaction of the later.

**7.19. Land:**

The department may provide land if available for construction of site office to the contractor on payment of usual rent.

**7.20. Unilateral Stoppage of Work:**

Unilateral stoppage of work by the contractor without prior written permission of the Engineer-in-charge shall be considered as breach of contract and the Governor of Odisha reserves the right to take such actions as it may be deemed fit.

**7.21. Resident Engineer:**

The contractor shall engage for this work competent, qualified and authorised resident Engineers and Assistants to the satisfaction of the Engineer-in-charge. The Resident Engineer shall represent the contractor in his absence in receiving directions from officers of the Department, which will be binding on the contractor.

**7.22. Force Majeure:**

Neither the contractor nor the Executive Engineer shall be considered in default in delayed performance of its obligation if such performance is prevented or delayed because of work to hostilities, revolution, civil commotion, epidemic, accident, fire, cyclone, flood, earthquake or because of any law and order proclamation, regulations or ordinance of the Government thereof or because of any act of God or for any cause beyond reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations a state of force majeure lasting continuously for a period of 6 months, the two parties shall consult each other regarding the future execution of the contract for mutual settlement.

**7.23. Damages to Persons and Property:**

The contractor shall take every precaution not to damage or injure adjoining or other property of any persons. He shall indemnify and keep indemnified the employee against all claims for injuries or damages to any person or any such property (including surface or land or crops in site) which may arise out of or in consequence of any negligence or default on the representatives and against all claim, demands proceedings damages, costs, charges and expenses whatsoever in respect of or in relation thereto. The Department does not take any responsibility on this account.

**7.24. Attention to Urgent Works:**

If any urgent work in the opinion of Engineer-in-charge becomes necessary to be executed and the contractor is unable and unwilling at once to carry out, the Engineer-in-charge may by his own or through other agency carry it out, as he may consider necessary. All expenses incurred on it shall be recoverable from the contractor or be adjusted against any sum payable to him.

**7.25. Safety Devices:**

- i) **Scaffolding:** Suitable scaffolding shall be provided for workmen for all works that cannot be safely done from the ground or solid construction except such short period of work as can be done safely from the ladders. When a ladder is used an extra labour shall be engaged for holding the ladder and if the ladder is used in carrying the materials, suitable foot holds and handholds shall be provided on the ladder.

The Engineer-in-charge will have the right to inspect the scaffolding and centring etc. for the work and can reject partly or fully such structure if found defective in his opinion.

- ii) **Working Platforms:** Working platforms, gangways and stairways shall be constructed such that they do not sag unduly or unequally. If the height of the platforms or gangway or stairway is more than 3.25 meters above the ground or floor level, it shall be closely guarded, have adequate width and suitably fenced.
- iii) **Safe means of access:** Safe means of access shall be provided to all working platform and other working places.
- iv) **Precaution against Electrical Equipment:** Adequate precaution shall be taken to prevent danger from electrical equipment. Hand lamps shall be provided with Mesh guard, wherever required.
- v) **Preventing Public from Accident:** No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or public. The contractor shall provide all necessary fencing and light to protect **the** public from accident and shall be bound to bear expenses of defence or any suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precaution and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor, be paid to compromise any claim by any such person. The contractor not to come cause blockage of traffic /disruption of the traffic.
- vi) **Demolition:** Before any demolition work is commenced and also during process of work:
  - a) all roads and open areas adjacent to the work site shall either be closed or suitably protected,
  - b) no electric cable or apparatus which is liable to be a source of danger shall remain electrically charged,
  - c) all practical steps shall be taken to prevent danger to persons employed from the risk of fire, explosion or flooding,
  - d) no floor roof or other parts of the building shall be so over loaded with debris or materials as may render it unsafe.
  - vii) **Personal safety equipment:** All personal safety equipment shall be made adequately available by the contractor for use of persons employed at the site of work and maintained in a condition suitable for immediate use. The contractor shall take adequate steps to ensure proper use of the equipment by persons concerned.
- viii) **Precaution against fire:** Suitable fire extinguishers, water and sand buckets shall be provided at the work site to tackle situations of fire.

#### 7.26. **Rescission of Contract:**

Subject to other provisions contained in this clause the Executive Engineer of the Department may without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, recommend the accepting authority to rescind the contract in any of the following cases:

- i) If the **contractor** having been given by the Executive Engineer a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workmen like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.



- ii) If the contractor being a company shall pass a resolution on the court shall make an order that the company shall be wound up or if a receiver or a **manager** on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle to court to make a winding up order.
- iii) If the contractor has, without reasonable cause, suspended the progress of the work with due diligence so that in the opinion of the Executive Engineer (which shall be final & binding) he will be unable to secure completion of the work by the date of completion and continues to do so after a notice in writing of seven days from the Executive Engineer.
- iv) If the contractor fails to comply with the provisions of **Clause-7.15** & other relevant clauses mentioned elsewhere in this DTCN.
- v) If the contractor fails to complete the work within the stipulated date or items of the work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Executive Engineer.

When the contractor has made himself liable for action under any of the cases aforesaid, the **accepting authority** shall have the powers to rescind the contract (of which rescission notice in writing to the contractor under the hand of Executive Engineer shall be conclusive evidence), **20% of the value of the left over work** will be realized from the contractor as Penalty

7.26.1. In case of rescission of contract as per **Clause-7.26** the contractor shall have no claim to compensation for any loss sustained by him by regions of having purchased or procured any materials or entered any engagement on account of or with a view to execute the work / performance of the contractor

7.27(a) **Conditions for Reimbursement of Levy/Taxes if Levied after Receipt of Tenders:**

- i) All tendered rates shall be inclusive of all taxes and levies payable under respect statutes. However, pursuant to the Constitution (46<sup>th</sup> Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the **Commissioner, Sambalpur Municipal Corporation** (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of the Department and/ or the Engineer-in-Charge and further shall furnish such other information/ document as the Engineer-in-Charge may require from time to time.
- iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act, 1982, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

7.27(b) Other statutory duty, Tax such as I.T., VAT will be deducted at sources from the bills of the contractor and deposited with concerned authority.

7.27(c) Royalty at the prevailing rate on minerals will be deducted from the bills of the contractor and deposited with concerned authority.

7.28 **Fair Wages Clause:**

- (a) The contractor shall not employ for the purpose of this contract any person who is below the age of fourteen years and shall pay to each labourer for work done by such labourer's fair wages.

Explanation – “**Fair Wage**” means wages, whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the minimum wages Act 1948 wages at such higher rates should constitute fair wages.

The Executive Engineer shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any labourer for the work done by such labourer is less than the wages as per sub-paragraph-I above.

- (b) The contractor shall, notwithstanding the provisions of any contract to contrary, cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if, the labourers had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all regulations made by Government in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.
- (d) The Executive Engineer or Sub-Divisional Officer concerned shall have the right to deduct, from the money due to the contractor, any such required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers non-payment of wages or of deduction made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations. Money so deducted should be transferred to the workers concerned.
- (e) Vis-à-vis, the Government of Odisha, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractor.
- (f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be breach of this contract.

**Odisha PWD / Electricity Department Contractor's Labour Regulations**

7.28.1. Short title – These regulations may be called “The Odisha Public Works Department / Electricity Department Contractor's Regulations”.

7.28.2. Definitions – In these Regulations, unless otherwise expressed or indicated the following words and expressions shall have the meaning here by assigned to them respectively, that is to say -

- i) “**Labour**” means a worker employed by a contractor of the Odisha Public Works Department / Electricity Department directly or indirectly through a sub-contractor or other person, or by an agent on his behalf.

- ii) **“Fair Wages”** means wages whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the minimum wages Act, 1948 wages at such higher rates should constitute fair wages.
- iii) **“Contractor”** shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.
- iv) **“Wages”** shall have the same meaning as defined in the payment of Wages Act and include time and piece rate wages, if any.

**7.28.3. Display of Notices regarding Wages, etc.:**

The contractor shall:-

- (a) Before he commences his work on contract display and correctly maintain and continue to display and correctly maintain, in a clean and legible condition, in conspicuous places on the work, notices in English and in the local Indian language spoken by the majority of the workers, giving the rate of wage prescribed by the State Public Works Department / Electricity Department for the district in which the work is done.
- (b) Send a copy of such notices to the Engineer-in-charge of the work.

**7.28.4. Payment of wages:**

- (1) Wages due to every worker shall be paid to him direct.
- (2) All wages shall be paid in current coin or currency or in both

**7.28.5. Fixation of wage period:**

- (1) The contractor shall fix the wage period in respect of which the wages be payable.
- (2) No wage period shall exceed one month.
- (3) Wages of every workman employed on the contract shall be paid before the expiry of ten days, after the last day of the wage period in respect of which the wages are payable.
- (4) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
- (5) All payments of wages shall be made on a working day.

**7.28.6. Wage book and wages cards, etc.:**

- (1) The contractor shall maintain a wage book of each worker in such form as may be convenient, but the same shall include the following particulars-
  - (a) Rate of daily or monthly wages.
  - (b) Nature of work on which employed
  - (c) Total number of days worked during each wage period
  - (d) Total amount payable for the work during each wage period.
  - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
  - (f) Wage actually paid for each wage period.
- (2) The contractor shall also maintain a wage card for each worker employed on the work.
- (3) The Executive Engineer may grant an exemption from the maintenance of wage book, wage cards to a contractor who, in his opinion – may not directly or indirectly employ more than 100 persons on the work.

**7.28.7. Fines and deduction which may be made from wages:**

- (i) The wages of a worker shall be paid to him without and deduction of any kind except the following -
  - (a) Fines
  - (b) Deductions for absence from duty, i.e., from the place of places whereby the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absence.
  - (c) Deductions for damage to or loss of good expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
  - (d) Any other deductions which the Odisha Government may from time to time allow.
- (ii) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction.
- (iii) The total amount of fines which may be imposed in any one wage period on a works shall not exceed an amount equal to five paise in a rupee of the wages payable to him in respect of that wage period.
- (iv) No fine imposed on any worker shall be recovered from him by instalments, or after the expiry of 60 days from the date on which it was imposed.

**7.28.8. Register of fines, etc.:**

- (i) The contractor shall maintain a register of fines and of all deduction for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.
- (ii) The contractor shall maintain a list in English and in the local Indian language, clearly defining acts and omissions for which penalty of fine can be imposed. It shall display such list and maintain it in a clean and legible condition in conspicuous places on the work.

**7.28.9. Preservation of register:**

The wage register, the wage cards and the register of fines, deduction required to be maintained under the regulations shall be **preserved for 12 (twelve) months** after day of the last entry made in them.

**7.28.10. Powers of Labour Welfare Officers to make investigation or enquiry:**

The Labour Welfare Officers or any other persons authorized by the Government of Odisha on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and the provisions of these regulations. He shall investigate into any complaint regarding default made by the contractor, sub-contractor in regard to such provisions.

**7.28.11. Report of Labour Welfare Officers:**

The Labour Welfare Officer or others authorized as aforesaid shall submit a report of the results of his investigation or enquiry to the Executive Engineer concerned, indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor bill be made and the wages and other dues be paid to the labourers concerned.

**7.28.12. Appeal against the decision of Labour Welfare Officer:**

Any persons aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorized may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to the Executive Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

7.28.13. **Inspection of register:**

The contractor shall also allow inspection of the wage book and wage cards to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Labour Commissioner or any other person authorized by the Government of Odisha on his behalf.

7.28.14. **Submission of return:**

The contractor shall submit periodical returns as may be specified from time to time.

7.28.15. **Amendments:**

The Government of Odisha may from time to time, add to or amend these regulations and on any question as to the application, interpretation of effect of these regulations, the decision of the Labour Commissioner or any other person authorized by the Government of Odisha in that behalf shall be final.

**The terms and conditions of the agreement have been read by Me/Us and I/We certify that I/We clearly understand them and agree to abide by them.**

**Contractor**

## **SECTION - 8**

### **SCOPE OF WORK**

The intent of this Section is to specify the work items to be covered on ‘**Turnkey Basis**’ in conformity with the technical specifications as enumerated in the subsequent clauses for the work. The Scope of Work would include Operation & Maintenance for 5 years.

**“Detailed survey and investigation ,Design, Supply, Installation / fabrication, Construction, testing and commissioning of Effluent Treatment Plant (ETP) in Fish Markets at Danipali and Kamaali Bazaar in Sambalpur Town including O & M for five years”**

”

#### **1. Location :**

Town	:	<b>Sambalpur</b>
District	:	<b>Sambalpur</b>
State	:	<b>Odisha</b>
Connected by	:	<b>Roadways &amp; Railways</b>
Nearest Railway Station	:	<b>Sambalpur JN</b>

#### **2. Intent of this Section**

The intent of this section is to cover specify the work items to be covered on ‘**Turnkey Basis**’ in conformity with the technical specifications as enumerated in the subsequent clauses for the work. The Scope of Work would include Operation & Maintenance for 5 years.

The provisions under this section shall be read in conjunction with the Conditions of Contract (Section-07), Special Condition of Contract (Section-08 of this DTCN) and other documents issued by Public Health Engineering Department, Odisha, which shall also form a part of the Contract.

#### **3. Scope of Work**

The scope of work shall include Design, Supply, Installation, Construction, Testing and Commissioning at Danipali and Kamlibazar in Sambalpur Town including Operational & maintenance of ETP for 5 years at both the proposed locations as per specifications mentioned in this document. It is the responsibility of the Bidder to ensure that the discharge from the ETP meets the standard for discharge of waste water into inland surface water as per part A of schedule-6 E(P) Act 1986 as per the latest amendment.

The scope of work applies within the battery limits of ETP which begins at the bar screen and ends at the final treated effluent tank and its disposal upto the boundary of the fish market. Also, sludge dewatering system to be included as part of the ETP system.

The Bidder must adhere to standard practice for selecting the material and methods used in the industry. Any discrepancy/suggestion should be provided with technical details in the last section of this document.

➤ Bidder should visit site, understand and clarify all doubts prior to the preparation of techno-commercial bid along with Lay out, Hydraulic profile and Process schematic drawings.

- No civil works, electro- mechanical equipment or steel tanks and materials shall be accepted at site prior to the submission and approval of design and drawings for installation of any equipment, piping and cabling work.
- The system process performance guarantee for meeting the norms for treated effluent characteristics shall be for 10 years.
- All pumps must be capable to run simultaneously although it's 1W+1SB

The proposed ETPs at Danipali and Kamali Bazaar shall be developed on an EPC (turnkey) basis and the scope includes from Planning, Design, Supply, Installation, Testing, Commissioning Operation & Maintenance (O&M) for a period of 5 years.

### 3.1 Design Criteria

#### a) Quantity of Raw Water Effluent

The raw effluent generation for fish market at Danipali is estimated to be of approximately 10 – 15 KLD for handling of 300 kgs of fish per day per shop. Number of shops shall be of around 24. However, the bidder shall consider that an additional meat market of similar size is proposed to be constructed with-in next 2 years and those effluents also need to be considered in the proposed ETP. The waste generation after 2 years is expected to increase to 15 – 20 KLD and as such it is proposed to construct a 20 KLD capacity ETP at Danipali Fish Market

It may be noted that, since the meat market at the Danipali site would take up to 2 years to come up, initially, the ETP at Danipali would work at half of the designed capacity for the initial 2 years. Bidder shall consider the same while designing the ETP.

The raw effluent generation for fish market at Kamali Bazar is estimated to be of approximately 10 – 15 KLD for handling of 300 kgs of fish per day per shop. Number of shops shall be of around 28 and we have considered construction of 20 KLD capacity ETP at Kamlibazar fish market considering future expansion.

Bidder has to realistically consider the effluent quantity based on their previous experience in similar fish market ETPs.

#### b) Characteristics of Raw Water Effluents

Sr. No	Effluent Parameters	Raw Effluent*	Treated Effluent
1	Ph	6 – 7	“All parameters shall be in line with discharge of waste water into inland surface water as per part A of schedule-6 E(P) Act 1986 as per the latest amendment”
2	COD	1500 - 2200	
3	BOD	700 - 1000	
3	TSS	400 - 500	
4	Oil and Fats (mg/Lt)	30-50	
5	TKN (mg/Lt)	120 – 150	
6	N-NH4	100 – 130	

\* Raw Effluent Parameters are indicative in nature. Bidder shall provide the values based on their earlier experience in similar ETPs.

#### c) Area available at Site

The Bidder has to propose the ETP within the area available at the two sites. The area available at each location is:

- Area available at Danipali Site 33.25 sqm ( 2.50 m x 13.30 m)
- Area available at Kamali Bazaar Site is 92.45 sqm (4.10 m x 22.55m)

d) The Process for ETP

1	Effluent Treatment Process Technology	Two Stage Moving Bed Biofilm Reactor (MBBR)
2	Runtime	16 Hrs /day
3	Noise	<85db
4	End use of treated sewage	Discharge in to Stream and alternately for Flushing and land irrigation.
5	Sludge Characteristic	Fully digested semi solid
6	Emergency / Maintenance	Bypass from Equalization tank, Sludge tank, Clarified Water Tank, Push button station near every equipment.
7	Operational Safety	Level controller switches, level indicators and standard measures for electro-mechanical items.

### 3.2 Brief Process Description

The Effluent Treatment Plant (ETP) is to be located in the low lying corner of the Fish Market site.

The combined effluent emanating from individual areas of the fish market need to be directly introduced to the bar screen chamber and Oil Trap by gravity. The ETP need to be designed for 16 Hours/day operation. To equalize the flow and effluent characteristics an equalization tank has to be provided with coarse bubble air diffusers which shall also prevent the septicity of the effluent.

The sewage from the equalization tank shall be pumped at average rate to the MBBR reactor inlet from where it shall be overflowing till it reaches the Tube Settler tank.

Bidders to consider 2 stage MBBR System as part of biological treatment process. The growth of the microorganism on the MBBR media shall be facilitated by the air diffusers. In the MBBR reactor the effluent shall come in contact with the biological film for effective nutrient removal. Although the process utilizes the attached aerobic growth of microbes in the fixed film to remove organic pollutants from the effluent, a small fraction of suspended growth of microbes takes place simultaneously in the MBBR. This mixed liquor combined with the solids generated due to sloughing of bio film is carried to the clarifier tank where the tube settlers facilitate solid liquid separation by gravity and a clarified liquid over-flows to the clarified water tank.

As part of tertiary treatment system, the clarified water thus received in the clarified water tank shall be filtered in the Pressure Sand Filter and Activated Carbon Filter. If required, coagulant/ flocculent chemicals to be added to the clarified effluent prior to filtration.

Disinfection of the filtered effluent is done online by maintaining the residual chlorine level of around 1ppm and sterilization is also done with the help of UV radiation to maintain the quality of the treated effluent.

The final treated effluent meeting the norms prescribed by E(P) Act / CPCB / OSPCB shall be transferred to the treated effluent tank for its disposal to stream or designated use for toilet flushing or gardening, plantation.



Proposed disposal method for the dewatered primary chemical sludge and Biological sludge cake: Bio sludge cake could be utilized for plantations and chemical sludge, if any shall need to be disposed off to nearby Hazardous waste Management Facility. In case there is no Hazardous waste Management facility available nearby, it is advisable to avoid chemical sludge generation processes as part of treatment system.

**3.3** Indicative list of components are provided in the table below:

1.	Mixing, Skimming tank and Screen chamber
2.	Eq. Tank and Raw Sewage Transfer Pumps
3.	Oil Trap tank and Oil skimmer slotted pipe
4.	Sludge Sump/ Sludge Withdrawal Pumps
5.	Clarified effluent tank
6.	Filter press with accessories
7.	MBBR Tanks and Screen
8.	MBBR Media in Cu M
9.	Tube Settler in Cu. M or FRP plate settler
10.	Air Blower For MBBR Reactor
11.	Air Blower For Sludge sump
12.	Sand Filter
13.	Oxidising media Filter
14.	PAC/ Polymer Dosing System with Pump
15.	Final effluent tank with Pump
16.	Electrical Control Panel
17.	Online chlorine/ hypochlorite dosing system
18.	Air Diffusers
19.	Water Meter and other instruments
20.	Piping system for effluent and Air
21.	Electrical Cabling and Earthing
22.	Glassware and Signage

The above scope of works is not exhaustive but gives only an idea about the type of work involved. Any other items/ works, which have not been specifically mentioned but required for completeness and soundness of the systems shall be automatically covered within the scope of work & no extra claim shall be entertained due to such coverage. It depends on the design and process to consider the above components or go for alternate units subject to clearance from OSPCB/CPCB.

### 3.4 Tentative Schedule of Events

Sr.No	Description	Timeline
1	Issue of Tender documents and Queries and clarifications	
2	Pre-Bid Meeting	
3	Submission of the techno-commercial bid	
4	Techno- commercial evaluation	
5	Award of contract	1 <sup>st</sup> Week
6	Submission of design and drawings of ETP for approval	1 <sup>st</sup> Week
7	Dispatch of construction materials and mechanical equipment to site	2 <sup>nd</sup> Week to 4 <sup>th</sup> Week
8	Construction of Civil foundations & misc works	2 <sup>nd</sup> Week to 4 <sup>th</sup> Week
9	Installation of mechanical equipment	4 <sup>th</sup> Week
10	Installation of interconnecting pipes, valves etc.	4 <sup>th</sup> Week
11	Installation of electrical items	5 <sup>th</sup> Week
12	Trial run of all equipment and application of Consent to Operate.	6 <sup>th</sup> Week
13	Commissioning of plant	6 <sup>th</sup> Week
14	Testing of water quality and obtaining Consent to Operate.	8 <sup>th</sup> Week
15	Handing over of ETP	10 <sup>th</sup> Week to 12 <sup>th</sup> Week

### 3.5 Payment terms:

- 2 % on approval of the design and drawings and inception report.
- 45% on completion of civil works and delivery of equipments/machineries at site
- 18 % on installation of all mechanical and electrical items.
- 25% on testing and commissioning, successful running for 30 days and issue of Consent to Operate from OSPCB.
- 10% retention to be released after six month of commissioning.
- O&M cost would be paid on a quarterly basis.

#### 4.1. (Deleted)

**4.2.** The contractor is to prepare detailed design and drawings for the ETPs at Danipali and Kamli Bazaar and submit the same in quadruplicate within 15 days and It is the responsibility of the agency to get the design and drawing vetted by the concerned authorities such as OSPCB /other Govt. technical institutions of repute as proposed above within 10 days from preliminary approval. It is the responsibility of the agency as per the scope of work includes detailed survey of the area conducting analysis for quantity and quality of waste water based on which the agency will prepare details design and drawing.

The department will give preliminary approval within 10 days from the date of receipt of drawing & design from the contractor duly vetted as above.

On receipt of preliminary approved drawing & design, the contractor is to submit six sets of drawing & design incorporating the corrections made in red ink in the preliminarily approved copies for final approval.

## 5. **Inspection & Testing:**

For all materials, the contractor shall furnish Manufacturer's test certificate with each consignment. At site, Testing and inspection shall be carried out as per Indian standards/ International Standards in presence of Engineer-in-Charge, contractor and manufacturer. The contractor shall detail out the codes and standards in accordance with which the testing shall be carried out.

All equipments, labour, tools & tackles, instruments and other facilities for testing shall be provided by the contractor. He shall also maintain records of all the tests and furnish copies of the same to the Department.

The Department reserves the right to test any material at any of the reputed laboratories if necessity arises & the cost of such test(s) shall be borne by the contractor & rejected materials shall have to be replaced by the contractor by approved material at his cost.

The RCC shall be designed based on the latest concepts & Principles enumerated in the standard text books conforming to latest BIS Code.

### 6.1. **General Conditions:**

1. Cement shall not be less than P.P.C.-43/53 grade of reputed manufacturers.
2. Steel Reinforcement should conform to Fe-415 and IS specification
3. As & when required, the steel / cement & other building materials will be tested by Department at the cost of contractor to ensure proper quality as per IS specification.
4. Testing of water tightness shall be conducted as per relevant IS Codes.
5. Machine mix shall be used in concrete work for all structure. Design mix concrete will be preferred. Vibrator of appropriate type shall be used for compaction of concerted.
6. All the structures are to be designed as permanent type and shall have aesthetic elevation.
7. Form work shall be of steel plates and frame, sound seasoned timber or any approved materials as decided by Engineer-in-charge to be used for the centring and shuttering of the structures.
8. Painting of all steel / MS structure to be done as per approved quality of enamel paint over a coat of primer.
9. The surplus earth and debris should be lifted after completion of work and proper levelling of site as directed by Engineer-in-charge without any extra claim.
10. All the work including supply of materials to be executed as per relevant IS specification and direction of Engineer-in-charge.
11. Foundation of all structure including supply of materials shall be designed depending on Ground water table / subsoil condition. In no case the Depth of foundation below virgin soil shall be less than 1 mtr.

12. All equipments, accessories, auxiliaries, piping, electrics, instruments, installations, construction, buildings etc. including all mechanical, electrical & civil engineering works covered under the scope of work of contractor shall be subjected to inspection & testing by the Department for its material, quality, workmanship and the performance. The contractor shall arrange and carryout all such inspection, testing, trial run etc. and demonstrate in presence of the Engineer-in-charge of the Department.
  13. The cost of such inspection, testing, trial run, demonstration etc. shall be borne by the contractor. All responsibility of such inspection, testing, trial run, demonstration etc. and any damage/loss that may cause directly or indirectly shall exclusively rest with the contractor.
  14. Such inspection, testing, trial run, demonstration etc. shall, however, not relieve the contractor of their liability for replacing / rectifying any defects, which may subsequently appear or be detected during erection and guarantee period.
  15. All equipments, sub-assembly and components, auxiliaries and accessories shall be tested at manufacturer's work in accordance with relevant Indian Standards/International Standards. The contractor shall furnish all test certificates etc. related to the quality of all the materials to the Department along with the delivery of the materials at site without which no payment shall be released. However, such test certificates, quality assurance certificate shall not relieve the contractor of it's Obligation to replace forth with any instrument/materials found defective during tests at works / trial running period/guarantee period.
  16. Testing for performance of equipments shall be carried out and be checked with the approved parameters and performance characteristic curves for the purpose of acceptance.
  17. All cable and pipeline shall be properly supported with appropriate means.
  18. MS tanks to be fabricated with a suitable thickness MS plate and sufficiently coated with protective coatings to prevent corrosion.
  19. RCC tanks to be designed as Water retaining structures.
  20. All PVC joints shall be done with solvent cement and fittings as per ASTM SCH 80. All SS304 Joints should be argon welding and smooth finish.
  21. The equipment shall be guaranteed for the performance for a period of 10 year from the date of commissioning of the STP.
- 6.2.1** Plain cement concrete of Grade M-10 under foundation & plinth.
  - 6.2.2.** All RCC members shall be RCC Grade-M-20.( 1:1½:3)
  - 6.2.3.** All concrete works for water retaining as well as the supporting structures shall be executed, tested as per IS 456, 1978, IS 3370 (Part-I) 1965 and IS3370 (Part-II) 1965.
  - 6.2.4.** For concrete works, machineries shall be used. The mixer should comply with I.S.1971-1968 of latest edition. Design mix concrete is preferred to nominal mix. For compaction two vibrators of appropriate size shall be used.
  - 6.2.5.** (deleted)

**6.3** The following equipment manufacturers shall be considered.

Pumps & motors	1) Kirloskar, 4) KSB	2) Grundfus 5)Crompton	3) Wilo (M&P) 6) ABB
Blowers	1)Kay	2) Everest	3) Usha
Starter	1)L&T	2)Siemens	
Valves	1) Zoloto 4) Finolex	2)Astral 5)Leader	3) Hammer
Pr.Gauge	1) Wika	2)H-guru	3)ATCO
Screw Pump	1)Roto	2)Rotomac	
Filter Press	1) NMPatel	2)Sachin	3) U S NMP
Rotameter	1) Aster	2)Q-tec	
Water meter	1) Electromagnetic type any make BIS certified.		
Dosing Pump	1) E-dose	2) Nuton	3) Asia-LMI
MBBR Media	1)Cooldeck	2)MM aqua	3)G Plast
HDPE/ uPVC Pipe(SCH80)	1) Finolex	2) Astral	3) Supreme

Deviation to the above list if required can be done with prior approval of equivalent or superior specifications.

**6.4 Technical specifications of various components as may be required of the ETP are provided below:**

6.4.1 Bar Screen

Particulars	Details	Installation
Chamber Size : (Bidder to indicate)		Screen to be fixed at 30° angle upto the top of chamber.
Screen MOC	SS-304	
Bar Size	5Mm X10mm	
Bar Spacing	10Mm C-C	
Accessories: SS Perforated Tray with handle of size 600mmX300mm on the chamber for Screenings ,SS hand rake		

6.4.2 Oil Skimmer: Slotted GI pipe to suit the size of oil trap tank.

### 6.4.3 Raw Effluent Transfer Pumps

Particulars	Details	Installation
Make & Model of Pump		Gate valves, NRVs, pressure gauges & valve with SS siphon tube ,epoxy painted CS Base frame, appropriate pipe fittings, support with clip and fastener, MS Supports to be epoxy painted, discharge to MBBR & the common emergency by-pass Pipe
Type of Pump	Submersible centrifugal, coupled	
Solids handling	10mm approx	
Capacity	(Bidder)	
Total Head	(Bidder)	
Impeller	Non clog ,open	
Seal	Mechanical	
Material of Construction	Cast Iron//SS	
Accessories: Main Tank CI gate valve, Individual Pump Suction and Discharge CI gate valves, Full bore swing type NRVs, Pressure gauges, Local Push Button Station for individual Pump. Base frame, coupling and guard, Level controller		

#### 6.4.4 Mixer for collection sump

Particulars	Details	Installation
Type of Mixer	Fixed rack arm with reduction gear & motor.	Appropriate pipe fittings, Epoxy painted MS support with clip and fastener. Tyre Coupler / Flange above floor level on base frame for detaching the Gear with motor ,Centrifugal Mixing With peripheral drive out flow.
Make & Model of	Elcon/bonfield--gears and KBL/ABB/Crompton motors	
Capacity	(Bidder)	
Solids Handling	20 mm-100 mm	
Total torque /rotation	160-200 rpm	
Material Of Construction	Cast Iron body / SS 304 for impeller ( conical type)	
Accessories	Individual Level controller, Local Push button	

#### 6.4.5 Sludge Withdrawal Pumps

Particulars	Details	Installation
Make & Model of Pump		gate valves, NRVs, pressure gauges & valve with SS siphon tube, epoxy painted MS Base frame, HDPE/ uPVC pipe,
Type of Pump	Horizontal Centrifugal	appropriate pipe fittings, support with clip and fastener, MS
Capacity	( Bidder)	Supports to be epoxy painted,
Total Head	(Bidder)	Discharge to MBBR, Sludge Filter Press & common by-pass pipe
Size of solids	10 Mm	
Material Of Construction	C I	
Accessories: Main Tank CI gate valve, Individual Pump Suction and Discharge CI gate valves, Full bore swing type NRVs, Pressure gauges, Local Push Button Station for individual Pump. Base frame, Level controller		

#### 6.4.6 Filter Feed Pumps

Particulars	Details	Installation
Make of Pump		gate valves, NRVs, pressure gauges & valve with SS siphon tube ,epoxy painted MS Base frame, HDPE/ uPVC pipe, appropriate pipe fittings, support with clip and fastener, Suction from Clarified Water tank and Treated Water tank, Discharge to PSF and Common by-pass pipe
Type of pump	Centrifugal Horizontal, Coupled	
Capacity	(Bidder)	
Total Head	(Bidder)	
Solids Size	2mm	
Impeller	Semi open	
MOC	CI,	
Accessories: TWO Main Tank 80NB CI gate valve, Individual Pump Suction and Discharge CI gate valves, Full bore swing type NRVs, Pressure gauges, Local Push Button Station for individual Pump. Base frame, coupling and guard, Level controller		

#### 6.4.7 Filter Press and Feed Pump

Particulars	Details	Installation
Make of Pump		Collection tray trolley with four wheels, Gate valves, NRV, pressure gauge & valve with SS siphon tube ,epoxy painted MS Base frame, HDPE/ uPVC pipe, appropriate pipe fittings, support with clip and fastener filtrate piping upto the sump, Pump discharge piping upto filter press and common by-pass pipe.
Type of pump	Progressive Cavity Screw pump	
Capacity	( Bidder)	
Total Head	(Bidder)	
Filter Press Plate and Frame type , Manual operations.	As per manufacturer to handle the required sludge per day	
Make & Model of Filter Press	Attach manufacturers technical data sheet for suitability	
Accessories: One Main Tank CI gate valve , Pump Suction and Discharge CI gate valves, Full bore swing type NRVs, Pressure gauge ,Local Push Button Station for individual Pump. Base frame, coupling and guard, Level controller.		



#### 6.4.8 MBBR Screen

Particulars	Details
MOC of screen	SS-304
Slot opening	10mm
Thickness of wire	3-5mm
Fixing arrangement	Wedge wire screen with suitable SS support, fasteners & clamps
Size of each Screen	( Bidder)

#### 6.4.9 MBBR Media

Particulars	Details
MOC of Media	Made from virgin PP , size of each unit 16mmX20mm
Surface Area min	±2mm300 Sq.M of effective surface
Volume of media	/ Cu.M of Media volume ( Bidder )

#### 6.4.10 Tube Settler

Particulars	Details
Make & MOC of tube media	HDPE
Height of Single layer tube media	(Bidder)
Total height of media	(Bidder)
Volume of Media	(Bidder)
Type of support	MS epoxy
FRP Baffle Plate size	(Bidder to indicate)

#### 6.4.11 Air Blowers for MBBR Reactor

Particulars	Units
Make	USHA/KAY/EVEREST
Type	Twin / Tri Lobe
Capacity	(Bidder to indicate)
Pressure	(Bidder to indicate)
RPM	<1000
Noise Level (max 75 dB at 1M ) Accessories	75dB Silencers at both ends, air filter, swing check type non-return valve, pressure gauge, sluice valve, pulleys, base frame, anti-vibration pads, v-belts, belt guard and foundation bolts.
Acoustic Hood	Individual Blower Hood with cooling fan

#### 6.4.12 Air Blower for Sludge sump and Equalisation Tank

Particulars	Units
Make	USHA/KAY/EVEREST
Type	Twin Lobe//trilube
Capacity	(Bidder to indicate)
Pressure	(Bidder to indicate)
RPM	<1000
MOC casing & Lobe	CI
Noise Level (75)	Max 75
Accessories	Silencers at both ends, air filter, swing check type non-return valve, pressure gauge, sluice valve, pulleys, base frame, anti-vibration pads, v-belts, belt guard and foundation bolts.
Acoustic Hood	Individual Blower Hood with cooling fan

#### 6.4.13 Sand Filter

Particulars	Details
Make – Body – MS	Fabricated
Diameter of PSF	(Bidder)
Shell Height	(Bidder)
Overall Height	(Bidder)
Shell Thickness	6 Mm
Dish Thickness	8 Mm
Manhole Size ( top and bottom flange type)	(Bidder)
Hand hole	(Bidder)
Underflow	Strainers
Type & No of valves	5 butterfly
Coarse media (5-7mm) graded quartz layer	(Bidder)
Fine media (0.6-1.2mm) graded quartz layer	(Bidder)
Frontal piping C-class G. I.	( Bidder)

#### 6.4.14 Oxidising media Filter

Particulars	Details
Make - Body - MS	Fabricated
Diameter of PSF	(Bidder to indicate)
Shell Height	(Bidder)
Overall Height	(Bidder)
Shell Thickness	6 Mm
Dish Thickness	8 Mm
Manhole Size top and bottom flange type	(Bidder)
Hand Hole	(Bidder)
Underflow	Strainers
Type & No of valves	5 butterfly
Coarse media (5-7mm) graded quartz layer	(Bidder)
Activated Carbon (IV 800) Layer	(Bidder)
Frontal piping C-class G.I.	(Bidder to indicate)

#### 6.4.15 Coagulant/ Polymer Dosing Pump and Mixer

Particulars	Details
Mixer Shaft & Impeller MOC	SS 304
Mixer Motor	Single Phase
Dosing pump capacity	(Bidder to indicate)
Dosing pump Make	Edose/eq
Accessories	Static mixer to be provided after injection point , Chemical Mixing tank 50ltrs
Stand & support	M.S. stand , support to be provided for mixer platform & dosing pump , pump shouldn't be fixed on the tank lid.

#### 6.4.16 Bleaching solution//Hypo-chlorite Dosing pump

Particulars	Details
Make	
Capacity	(Bidder to indicate)
Accessories	Chemical Mixing tank 50 ltrs
Stand & support	Epoxy painted M.S. stand & support to be provided to dosing pump. Dosing pump should not be fixed on the tank lid.

#### 6.4.17 Electrical Control Panel

Quantity	One
Clearance	Cable entry from top , operating height between 450 mm to 1800mm
Type	IP52, <b>compartmentalized</b> ,free standing, front operated with cable alley on the back side
MOC	Made from CRCA steel sheets of 16/18 gauge, powder coated.
Base Frame	channel epoxy painted , bottom clearance 350mm
Incomer from power supply agency	MCCB, electronic kwh/kw/current/voltage combined meter, R-Y-B indicating lamps, power contactor.
Major components for motor feeders	MPCB, power contactor, control fuse, remote/local Stop Switch, ON/OFF/TRIP indicating lamps. (NO PUMP SELECTOR switches are to be provided) all of the pumps must run singly and simultaneously.
Other Feeders	MCB of required poles and ratings
Power outlet feeders	<ul style="list-style-type: none"> <li><input type="checkbox"/> 1No 16amps three phase MCB with 5-pin socket and plug</li> <li><input type="checkbox"/> 1No 16amps single phase MCB with 3-pin socket and plug</li> </ul>
Accessories	High-Low level control switch for equalization tank for both Sewage Transfer Pumps, clarified water tank for both Filter Feed Pumps, Sump Dewatering Pumps & Screw pump
	Local / Remote Push button station near all pumps and motors with ON/OFF/LOCK. (not applicable for the dosing pumps, uv sterilizer and water meter)

#### 6.4.18 UV Sterilizer

Particulars	Details
Make	Alfa / Hitec/goodlife
MOC	SS304
Capacity	(Bidder to indicate)
Inlet Outlet size	(Bidder to indicate)
UV Dosage 40000	(mW-sec/cm <sup>2</sup> )
Pre filter 5-micron	2 nos Cartridge filter , with Big-blue housing
BIG BLUE Housing	

#### 6.4.19 Air Diffusers

Particulars	Details
Coarse Air diffusers for Eq Tank	(Bidder to indicate)
Coarse Air diffusers for Sludge Tank	(Bidder to indicate)
Fine Pore Diffusers for Reactor	(Bidder to indicate)
Size	(Bidder to indicate)
MOC	EPDM
Air drop pipe MOC SS-304 (One drop pipe for two diffusers), retrievable without emptying tank.	SS304 pipe 21 nos with flange from GI header

#### 6.4.20 Water Meter

Particulars	Details
Nos.	01
Make	
Range	(Bidder to indicate)
MOC	Non corrosive Metal / plastic body
Type	Electromagnetic type meter with Digital display of flow rate, quantity and totalizer.

#### 6.4.21 Piping for water and air.

Particulars	Details
Inter-connecting Piping for pumps and filters	HDPE/Sch-80 uPVC for Water and sludge, B class GI for Air header and ss-304 for drop pipe.
Inter connecting Pipe for Air from blowers to diffusers drop pipe.	B-class GI header pipe with flanges to fix SS304 air drop pipes with diffuser, with isolating gate valves for distribution of Air.
Routing of piping drawing	( Bidder to indicate)/
Scope of piping upto 1 m from the battery limits of the ETP. Note : Bidder to Submit Design drawings prior to any work at site.	

#### 6.4.22 Cabling and Earthing

The scope of cabling start from the STP control panel and up-to individual motors and push-button station near pumps and blowers

Particulars	Details
Power Cable Type (YWY-Armoured cable copper conductor)	2.5 sq mm cu conductor
Make & Size	Polycab/Finolex/Havels/Gloster
Control cable type(YY)	Polycab/Finolex/Havels/Gloster
Make & Size	1.5 Sq. mm cu conductor
Cabling tray MOC	GI – 450 mm/350 mm/250mm complete with support.
Earthing	G.I Strip or Copper wire for individual motors.

#### 6.4.23 Glassware and Signage

Particulars	Details
Glassware : 2 beaker(250ml), 1L graduated cylinder-1, test tubes-6, funnel(250ml)-1	Borosil make glassware to be handed over at the time of plant handing over
TDS meter (100- 10000ppm)	Digital pen type meter to be provided at the time of handing over.
Signage label MOC	MS painted
Process Flow sheet & Equipment List	Paper

#### 6.4.24 Installation of Equipment.

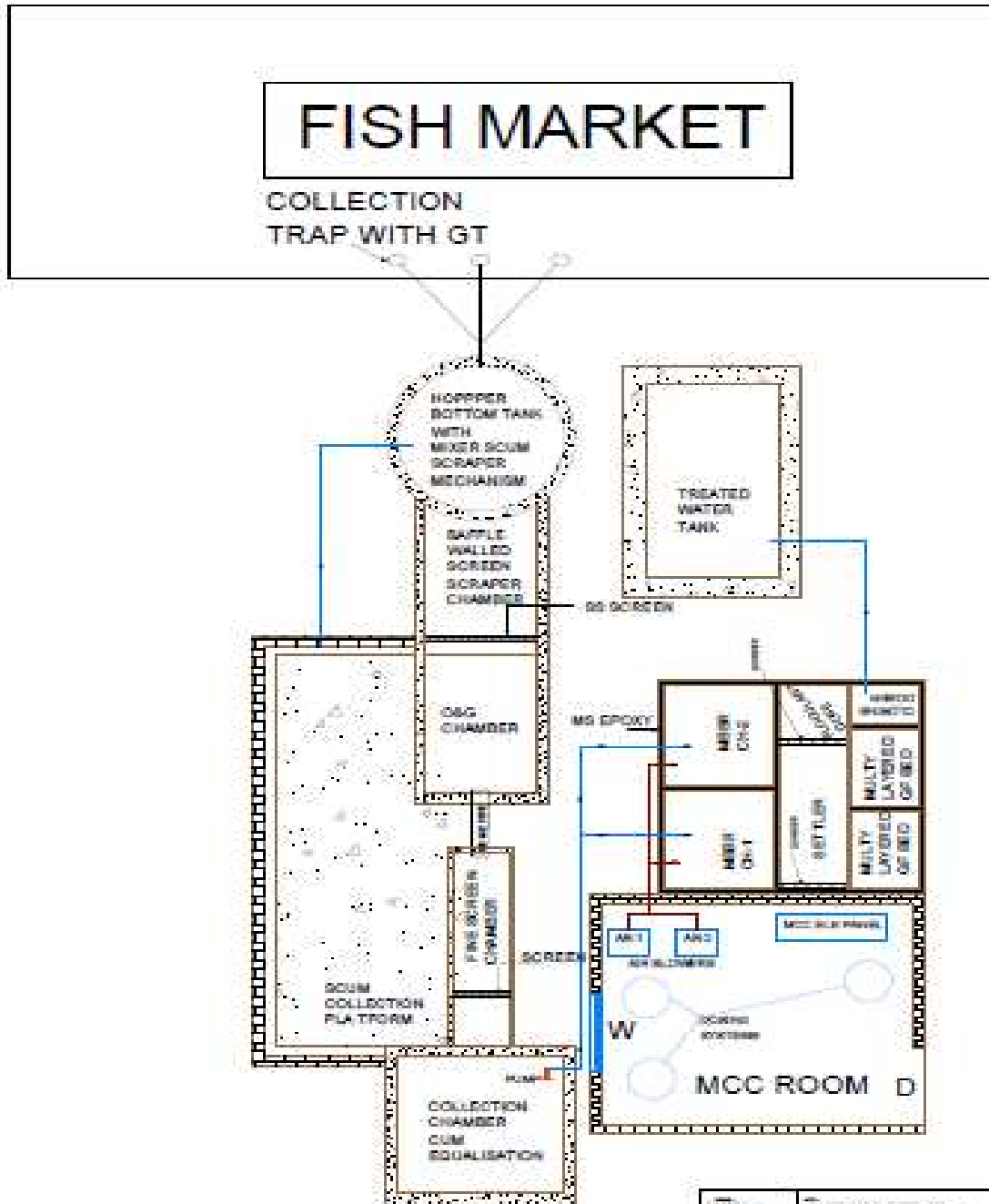
The equipment, accessories, pipe and cable shall be installed in accordance with standard practice followed in the industry.

#### 6.4.25 Commissioning of ETP

The plant must be commissioned till the stabilisation of the aeration tank and production of desired quality of treated sewage in the final outlet.

6.4.26 SCHEMATIC LAYOUT PLAN OF PROPOSED ETP

SCHEMATIC LAYOUT PLAN OF EFFLUENT TREATMENT PLANT



Sl. No.	Item	Quantity	Unit	Remarks
1	...	...	...	...
2	...	...	...	...
3	...	...	...	...
4	...	...	...	...
5	...	...	...	...
6	...	...	...	...
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**7. (A). Acceptance:**

On completion of work, the contractor shall clear all the left over surplus earth, bricks, boulders, debris, scrap, temporary structures etc. from the erection site and present the entire premises in a neat and tidy manner. On completion of finishing work, colour wash & painting work, the contractor shall provide name plates on the main units.

**B. Final Acceptance:**

On completion of Twelve (12) months of satisfactory operation & performance, the construction building shall be finally accepted by the Department.

- 8. All provisions of the technical scope of work & terms & conditions of the contract have been read by Me/Us and I/We certify that I/We clearly understand them & agree to abide by them.**

**Witness**

**Contractor**



## SCHEDULE – I

### WORK EXPERIENCE

1. Name of the firm :

2. List of the similar works (ETP / STP)

Sl. No.	Name of the work/ location & Dt.	Name of the employer	Value of Contract price (Rs Lakhs)	Capacity of ETP / STP in KLD
1	2	3	4	5

NB: performance certificate of the works executed by them for satisfactory performance from appropriate authority not below the rank of Executive Engineer.

4. List of ETP of the technology proposed by the Bidder of capacity 15 KLD or more. The ETP should have been successfully running for 1 year and should be meeting the discharge standard of waste water into inland surface water as per part A of schedule-6 E(P) Act 1986 as per the latest amendment. The bidder shall submit a certificate from the client certifying the same. (Minimum 1 is required)

Sl. No.	Name of the work/ location, & Dt.	Name of the employer	Value of Contract price (Rs. Lakhs)	Capacity of ETP / STP in KLD
1	2	3	4	5

**NB: Certificate from the Client certifying that ETP should have been successfully running for 1 year and should be meeting the discharge standard of waste water into inland surface water as per part A of schedule-6 E(P) Act 1986 as per the latest amendment.**

**Note :- a) Non-disclosure of any information in the schedule will result in disqualification of the firm.**

**SCHEDULE – II**  
**INFORMATION REGARDING CURRENT LITIGATION,**  
**DEBARRING / EXPELLING OF TENDER OF**  
**ABANDONMENT OF WORK BY TENDER**

1.(a) Is the applicant currently involved in any litigation relating to any contract works - **Yes/No**

(b) If yes, give details

2.(a) Has the applicant or any of its constituent partners have been debarred / expelled by any agency in India during the last 5 years - **Yes/No**

(b) If yes, give details

3 (a) Has the applicant or any of its constituent partners failed to perform/absconded/ rescinded on any contract work in India during the last 5 years - **Yes/No**

(b) If yes, give details

*Note : If any information in this schedule is found to be incorrect or concealed pre-qualification application will be summarily rejected.*

## **SCHEDULE – III**

### **DECLARATION**

1. I/We have read the instructions appended in the DTCN.
2. I/We agree that the decision of the Govt. of Odisha in selection of contractors will be final and binding upon me/us.
3. All the information furnished herewith are correct to the best of my/our knowledge and belief. In case of any information or documents furnished found to be false or incorrect, I / we have no objection if my / our tender is rejected.
4. I/We agree that I/We have no objection if inquiries are made about construction work and its related areas regarding all projects and works listed by us in the accompanying sheets or any other enquiry on information furnished herewith in the accompanying sheets.
6. I/We agreed that I/We have no objection if our past construction works are inspected by any authority of Govt. of Odisha to assess the quality of construction.

Date

Place

Signature  
Name & Designation  
Name of the Organisation

**SCHEDULE – IV**

**DELETED**

**Annexure – I:**  
**(Technical Proposal)**

1. A description of the Proposed ETP which should include:
  - a. Approach, methodology and work plan for ETP.
  - b. Layout, Hydraulic Profile and Process Schematic drawings
  - c. Specifications and make of machinery and equipment to be installed in the ETP.
2. Work completion certificates from Clients as furnished in **Scheduled-I**.
3. Copy of Odisha VAT-612 in support of VAT Clearance or undertaking as per Finance Deptt. Office Memorandum No.34145 Dt.17.08.2007 & No.3202 Dt.15.01.2009.
4. Copy of PAN Card.
5. Copy of Contractor's Registration Certificate.
6. General Power of Attorney if required in favour of the authorised signatory.
7. Financial turnover for the last 3 years certified by a Chartered Accountant. Minimum Rs. 5 Crore turnover is required.
8. D.D. towards Cost of Tender Paper in the favour of Municipal Commissioner, SMC Sambalpur.
9. Duly pledged EMD.or D.D. /Bankers Cheque in favour of Municipal Commissioner, SMC, Sambalpur.
10. Joint venture agreement, in case of joint venture.
11. Formats showing details of information to be furnished as per the enclosed formats:
  - Schedule - I - Work experience
  - Schedule - II - Information regarding current litigation/debarment etc.
  - Schedule - III - Declaration

Note: The Technical Proposal shall not include any financial information related to the Financial Proposal.

**Annexure – II:**  
**(Financial Proposal)**

- a) The Bidder needs to quote the Capital Cost and O&M cost for 5 years separately for ETP at Danipali and Kamali Bazaar as per the table below:

**Amount ( in Indian Rupee)**

<b>Item</b>	<b>Amount (ETP at Danipali)</b>	<b>Amount (ETP at Kamali Bazaar)</b>	<b>Total</b>
Capital Cost			
O&M (Year 1)*			
O&M (Year 2)*			
O&M (Year 3)*			
O&M (Year 4)*			
O&M (Year 5)*			
<b>Total Amount</b>			

\* The Operation and Maintenance Cost needs to include manpower, consumables, chemical and all repair and maintenance required during the contract period excluding electricity cost. The electricity cost would be borne by SMC.

- b) The Bidder needs to provide the following break-up of the Capital Cost:

<b>Item</b>	<b>Amount (Indian Rupees)</b>
Civil Cost	
Electrical / Mechanical Equipment* Cost	
Fabrication, Erection, Installation and Commissioning Work	
Transportation Cost	
Excise Duty	
Sales Tax	
Service Tax	
<b>Total Capital Cost</b>	

\* Bidder to provide a breakup of all the Electrical / Mechanical Equipment required for the project which will be used for billing purposes.

- c) The Bidder needs to provide Detailed BOQ of the Civil Cost along with the Rate Analysis. The amount for Civil Works would be released after due measure from SMC Engineer.
- d) The Financial Proposal shall include the following data:
- i. Layout, Hydraulic profile, Process schematic drawings
  - ii. Land area required for the ETP including dimension in (Length (m) x Breadth (m))
  - iii. List of chemicals required, consumption quantity and its cost/day and year.
  - iv. List of Motors and its power rating, Total power consumption and its cost/day and year.
  - v. List of spares and other consumables required and its cost per year.
  - vi. List of manpower required for O&M of ETP and the expenditure / day and year.