



Office of the

Purba Bardhaman Zilla Parishad

Memo. No-DE/e-NIT/1723

Dated: 27/09/2024

NOTICE INVITING E-TENDER

(TWO COVER SYSTEM)

e-NIT No:- 30 of 2024-2025

For and on behalf of Panchayats and Rural Development Department, Govt. of West Bengal, the Purba Bardhaman Zilla Parishad invites E-Tender in percentage rates for each of the following construction work under **Purba Bardhaman Zilla Parishad** by two cover system. Resourceful and Bona-fide contractors of Government/Semi Government/Undertaking/Autonomous Bodies/Statuary Bodies and Local Bodies who satisfy the terms and conditions set out in pre-qualification document and having registration in e-procurement portal (<https://www.wbtenders.gov.in>) under Govt. of West Bengal may submit their bids. The intending bidders must have completed one Civil Engineering Project of value not less than 40% of the estimated amount put to tender in last 5 years from the date of issue of this NIT in which Faecal Sludge and Septage Treatment Plant / Effluent Treatment Plant is a part of the project OR one single running work of similar nature which has been completed to the extent of 90% or more (substantially completed) and value of which is not less than the value of 40% of the estimated amount put to tender of intended job. The intending bidders should possess proper Electrical License & must have Mechanical & Electrical Engineer in their Payroll. Bidder should submit details of Faecal Sludge and Septage treatment Plant/ Effluent Treatment Plant duly approved by Client.

The pre-qualification documents are to be uploaded in two separate folders. One of the folders shall contain Technical documents. Financial Bids are to be uploaded in another folder. The Tenders shall be available for viewing in our website <https://www.wbtenders.gov.in>

Table- 1: List of Works

Sl. No	Name of the work under Administrative Block	Estimated Cost put to Tender (Rs.)	Earnest Money/Bid Security (Rs.)	Cost of Tender form & Tender documents. (Rs.)	Completion Time (Days)	Defect liability Period
1.	Installment of Faecal sludge and Septage Treatment Plant of 20 KLD Capacity Based on Enhanced Digestion and Multistage Bioreactor (EDMSB) within Bardhaman-I Block, Dist- Purba Bardhaman.	Rs. 2,07,44,372/-	Rs. 4,15,000/-	NA	120 days	5(Five) Years

- 1) Intending bidders may download tender documents from e-procurement portal of our website <https://www.wbtenders.gov.in> from 01.08.2024 at 11:00 Hours to 21.08.2024 upto 16.00 Hours. The pre-qualification bid documents duly filled and digitally signed in all respect may be submitted online from 01.08.2024 at 11:00 Hours up to 21.08.2024, 16.00 Hours (as per server clock) .
- 2) Tender Inviting Authority will not take any responsibility for the delay caused due to non-availability of internetconnection or traffic jam etc. for on-line bidding.

3) **Earnest Money/ Bid Security:** Cost of Bid Security/ Earnest Money should be deposited. (in case of EMD exemption is provided by Finance Department vide Order No. 6417-F(Y) Dated, The 26th August 2015, Govt. of West Bengal. The Bidder eligible for exemption of EMD as per Govt. Order mentioned above, may avail the same and necessary document regarding the Exemption of EMD must be uploaded).

- a) Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway.
- b) Exemption of Earnest Money will be applicable as per existing order of the Finance Department, Govt. of West Bengal Vide Order No. 6417-F(Y) Dated, The 26th August 2015.
- 4) The pre-qualification (Technical Bids) documents will be opened **on 21.08.2024 at 16:00 Hours** by the District Engineer, Purba Bardhaman Zilla Parishad in presence of bidders.
- 5) Tender Inviting authority reserves the right to call for original document for verification from successful bidder(s) only in case of exceptional circumstances.
- 6) The results of the technical evaluation shall be made public on e-procurement systems following which there will be a period of 48 hrs during which any bidder may submit **complaint** which shall be considered for resolution before opening the financial bid.
- 7) The Financial bid of the technically qualified bidders will be opened for evaluation and the financial bid of non-qualified bidders will remain unopened. No separate intimation will be given for this, unless the above date is changed. In case of change of date, due intimation will be given on-line only.
- 8) Tender Inviting authority reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any point of time prior to the issuance of work order, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the authority's action.
- 9) Acceptance of Tender (AOT) / LOA will be issued after approval of competent authority.
- 10) GST, Cess, Taxes and Duties etc. if any at applicable rates will be deducted from the bill of the contractor.

11) **Additional Performance Security in Projects**

If the rate offered by agency is beyond 20% less, the bidder shall have to deposit additional performance security @ 10% of tendered amount in the form of **Bank Guarantee** from any Scheduled Bank before issuance of work order in favour of "**Finance Controller & Chief Accounts Officer, Purba Bardhaman Zilla Parishad**" and which will be released after successful completion of the work. This Bank Guarantee shall have to be valid up to end of the Contract Period and shall be renewed accordingly, if required.

OR

If the rate offered by agency is beyond 20% less, the bidder shall have to deposit additional performance security @ 10% of tendered amount in the form of **Bank Draft** from any Scheduled Bank before issuance of work order in favour of "**Finance Controller & Chief Accounts Officer, Purba Bardhaman Zilla Parishad**" and which will be released after successful completion of the work. This Bank Guarantee shall have to be valid up to end of the Contract Period and shall be renewed accordingly, if required.

- 12) **The Security Deposit** money of successful bidders will be released full or in part during/after expiry of **defect liability period** from the actual date of completion of the work as per norms stated in "Other Instruction", Instruction to Bidder (ITB). Contractor may be allowed to withdraw the Security Deposit in lieu of Bank Guarantee of requisite amount valid for entire defect liability period.

Any damages occurred during defect liability period will have to be done by the contractor at his own cost. In this respect Clause 17 of the General condition of contract in the Standard Bidding document following west Bengal form no 2911 shall be substituted with the following vide **Memo No. 5784-PW/L&A/ 2M-175/2017 Dt- 12.09.2017 of Law & Arbitration cell, Public Work Department, Govt. of West Bengal.**

Clause 17 - If the contractor or his workmen or servants or authorized representatives shall break, deface, injure, or destroy any part of building, in which they may be working, or any building, road, road-curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to

the premises, on which the work or any part of it is being executed, or if any damage shall happen to the work from any cause whatsoever or any imperfection become apparent in it at any time whether during its execution or within a period of three months or one year or three years or five years, as the case may be (depending upon the nature of the work as described in the explanation appended hereto) hereinafter referred to as the Defect Liability Period, from the actual date of completion of work as per completion certificate issued by the Engineer-in-Charge, the contractor shall make the same good at his own expense, or in default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final and binding on all concerned) from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter become due to the contractor from the Government or from his security deposit, either full, or of a sufficient portion thereof and if the cost, in the opinion of the Engineer-in-Charge (which opinion shall be final and conclusive against the contractor), of making such damage or imperfection good shall exceed the amount of such security deposit and/or such sums, it shall be lawful for the Government to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

13) The intending Bidders should satisfy himself about the alignment of the proposed road site and other site condition by visiting the site before quoting their rates.

A) The eligibility criteria are given below:

The applicant in the same name and style should have achieved annual turnover in any of the year over the last five years (in all cases of civil engineering construction works only). The turnover will be indexed at the rate of 8 percent simple interest for a year. (The respective payment certificates are to be attached)

a) 60% of amount put to bid, in case the amount put to bid is Rs. 200 lakhs and less.

b) 75% of amount put to bid, in case the amount put to bid is more than Rs. 200 lakhs.

1. The applicant in the same name and style as prime contractor **must have completed one Civil Engineering Project of value not less than 40% of the estimated amount put to tender in last 5 years from the date of issue of this NIT in which Faecal Sludge and Septage Treatment Plant/ Effluent Treatment Plant is a part of the project OR one single running work of similar nature which has been completed to the extent of 90% or more (substantially completed) and value of which is not less than the value of 40% of the estimated amount put to tender of intended job. The intending bidders should possess proper Electrical License & must have Mechanical & Electrical Engineer in their Payroll. Bidder should submit details of Faecal Sludge and Septage Treatment Plant/ Effluent Treatment Plant duly approved by Client. In case the bidder does not possess any Electrical Licence, they may enter into an project specific agreement with other Contractor having Electrical Licence.**
2. The contractor should have sufficient technical manpower, tools and plants to complete the work
3. The prime contractor should have necessary bid capacity to execute the work. (Bid capacity will be calculated for work valued more than 1 Cr.)
4. Financial statements for the last 03 (three) years (Audited if applicable).
5. Income Tax return should be submitted for last 3 years.
6. GST registration Certificate, Professional Tax registration certificate, Card (Income Tax), Trade license should be furnished.
7. No **CONDITIONAL/INCOMPLETE TENDER** will be accepted under any circumstances.
8. The bid of Any Black listed agency will not be accepted.
9. Arbitration will not be allowed in any case.
10. Prospective applicants are advised to note carefully the **documents to be uploaded** for qualification as mentioned in the "Instruction to Bidder" before bidding.

The amount of **earnest money** is 2% of the estimated cost of construction or Rs. 10.00 lakhs whichever is lower (cl.11.1 of GCC form no 2911). [Exemption of Earnest money will be applicable as per existing order].

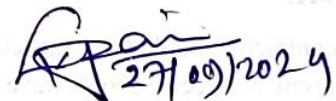
All duties, GST, taxes, royalties, cess, [including 1% cess under W.B. Road/Building and other Construction Workers (Regulation of Employments & Condition of Service) Act, 1996], toll, taxes and other levies payable by the Contractor under the Contract to the State / Central Government for any other cause, shall be included in the rates, prices and total Bid price submitted by the bidder.

To keep the constructed road/building in good condition during the Defect Liability period after the completion of the construction if any work is required for routine maintenance, the same will be treated as defect liability and the Contractor has to do the maintenance work at his own cost.

B) List of Important Dates of Bids:

Sl No.	Particulars		Date	Time
1	Published Date		28.09.2024	18.00 IST
2	Documents Download / Sale Start Date	From	28.09.2024	18.00 IST
3	Documents Download / Sale End Date	To	28.09.2024	18.00 IST
4	Pre Bid Meeting		04.10.2024	13.00 IST
5	Bid Submission Start Date	From	28.09.2024	11.00 IST
6	Bid Submission End Date	To	21.10.2024	16.00 IST
7	Bid Opening Date (Technical)		23.10.2024	16.00 IST
8	Bid Opening Date (Financial)		After Evaluation of Technical Bid	
9	Place of Opening Bid	Purba Bardhaman Zilla Parishad.		
10	Officer Inviting Bid	Purba Bardhaman Zilla Parishad.		
11	Last Date of Bid Validity	90 days from the date of opening of Financial Bid		

No separate intimation will be given for this, unless the above date is changed. In case of change of date, due intimation will be given on-line. No individual intimation will be given.


27/09/2024

District Engineer
Purba Bardhaman Zilla Parishad



Copy of Tender Notice(SI.No. 30 of 2024-25) forwarded for favour of information with request to kindly display in his Notice Board for giving wide publicity to the:-

1-2)	Sabhadhipati/Sahakari-Sabbhadhipati ,PurbaBardhamanZillaParishad .
3)	District Magistrate ,PurbaBardhaman& Executive Officer , Bardhaman.
4-6)	Additional Executive Officer /Financial Controller & Chief Accounts Officer/Secretary, PurbaBardhamanZillaParishad.
7)	Additional Secretary, Govt. of W. B.,Panchayats& Rural Development Department, Joint Administrative Building,HC-7, Sector-III, Salt Lake,Kolkata-106.
8-19)	Adhyaksha, District Council/ Karmadhakshya (All), PurbaBardhamanZillaParishad.
20-23)	Superintending Engineer , P.W. Directorate , Western Circle-I , PurbaBardhaman / Superintending Engineer , Western Highway Circle No-I, P.W. (Roads) Directorate, PurbaBardhaman./Superintending Engineer , Damodar , Irrigation Circle, I & W.D. Kanainatsal, PurbaBardhaman.
24-27)	Sub-Divisional Officer(All),PurbaBardhaman
28-33)	Executive Engineer, WBSRDA, Bardhaman Division, Bardhaman / Executive Engineer, WBSRDA, Bardhaman -2 Division, Kanksa / Executive Engineer-I, Bardhaman Division , P.W.D./ Executive Engineer-II, Bardhaman Division , P.W.D./ Executive Engineer,BurdwanSouthHighwayDivision,P.W.(Roads) Direct/ Executive Engineer,Burdwan North Highway Division, P.W.(Roads) Direct/ Executive Engineer, Burdwan Division ,PHE Dte, Bardhaman
34-35)	District Programme Co-ordinator, CHCMI, PBZP/ District Coordinator, MNB/Sanitation Cell, PBZP
36-56)	Sabhapati/ Executive Officer, PanchayetSamity (All),PurbaBardhaman
57)	D.I.O. & T.D., NIC, PurbaBardhaman is requested to arrange publication in Web Site http://www.bardhaman.nic.in
58-59)	Dy. Secretary/D.I.A., PurbaBardhamanZillaParishad is requested to arrange publication in Web Site http://www.burdwanzp.org
60-62)	Assistant Engineer (All)/ Assistant Engineer(Estimate Section),PurbaBardhamanZillaParishad
63-71)	Sub-Assistant Engineer (All) /Sub-Assistant Engineer, Estimate Section/ H.C./ Acctt., PurbaBardhamanZillaParishad
	Notice Board, Engineering Wing, PurbaBardhamanZillaParishad./One Extra Copy to District Engineer, PurbaBardhamanZillaParishad.

Repair
27/09/2024
District Engineer

PurbaBardhamanZillaParishad

Instructions to Bidders (ITB)

- A. Scanned copies of the following documents to be up-loaded in PDF format in e-portal website <https://www.wbtenders.gov.in>
1. Copy of Earnest money deposit challan with clearly written UTR/Tan number (If EMD submitted in offline mode through Bank account) or otherwise EMD exemption order of the Finance Department, Govt. of West Bengal Vide Order No. 6417-F(Y) Dated, The 26th August 2015.
 2. GST registration certificate (GSTIN).
 3. Pan card (IT)
 4. Trade license (latest valid)
 5. Income tax return for last 3 years
 6. Professional Tax registration certificate
 7. Financial statement and Balance sheet of last 3 years. (Audited if applicable).
 8. Turnover of last 5 Financial Year duly signed by Auditor. The Turnover will be indexed at the rate 8 percent simple interest for a year.
 9. Credentials for successful completion certificates from the Appropriate authority (not below the rank of Executive Officer, Panchayat Samity) of at least one Civil Engineering Project of value not less than 40% of the estimated amount put to tender in last 5 years from the date of issue of this NIT in which Feacal Sludge and Septage Treatment Plant/ Effluent Treatment Plant is a part of the project. The intending bidders should possess proper Electrical License & must have Mechanical & Electrical Engineer in their Payroll.
OR
The prospective bidders should produce credential As A SOLE FIRM (NOT as a sub-Contractor) at least one single running work of similar nature which has been completed to the extent of 90% or more (substantially completed) and value of which is not less than the value of 40% of the estimated amount put to tender of intended job under the authority of state/Central Govt. State/Central Govt. undertaking, Statutory/Autonomous Bodies Constituted under the statute of the Central/State Government. In the Credential Certificate it should be clearly stated that the work is in progress satisfactorily & also that no penal action has been initiated against the executed agency.
 10. In case, Bidder is submitting the credential of a Private Entity, then 26AS to be uploaded in support of Payment received from Client to fulfill the technical eligibility Criteria.
 11. All tools and plants required for the work will have to be supplied by the contractor at his own cost. The list of machineries as indicated in clause (B1 of ITB) possessed by own/ arranged through lease deed along with Authenticated copy of invoice/ Challan as per ITB. **(For work valued more than 1 Cr.)**
 12. List of ongoing works in hand and the Physical and financial progress of those works as per **Annexure-C. (For work valued more than 1 Cr.)**
 13. Scanned copy of Bid Capacity calculation in his/her own letter head. (Calculation to be done as prescribed **annexure -B) (For work valued more than 1 Cr.)**
 14. Tender form and NIT with all addendum and corrigendum to be uploaded will be (download and digitally signed. Quoting rate will only encrypted in the B.O.Q under financial bid. In case quoting any rate in printed tender form, the tender will be summarily rejected)
 15. Special terms and conditions and specifications of work.
 16. Partnership firm shall furnish **partnership deed** and company shall furnish the Article of Association and Memorandum.
 17. The registered cooperative societies should submit the registration certificate.
 18. Power of attorney (in case of Partnership firm /Registered Co-Operative Society/company) to be uploaded.
 19. Notaried Affidavit in non-judicial stamp paper regarding non employment of any Government official under him, deployment of machineries, laboratory equipment; technical personnel, correctness of certificates, and investment of minimum cash up to 30% of estimated cost etc. as per **annexure-A.**
 20. Letter head of the agency/contractor containing Name addresses and contact details. During the currency of the project and after completion if the address of the agency/contractor changes, it will be the responsibility of the contractor to intimate the authority regarding such changes.

21. Work program in terms of bar chart to be submitted. (For work valued more than 1 Cr.)
22. Bank Credit Certificate of 10% of the Amount put to tender should be provided as per format. (Format Attached as annexure D). (For work valued more than 1 Cr.)
- B. Bare Minimum requirements of machineries for construction works is as follows. (For work valued more than 1 Cr.)**

This list is only indicative. The bidder shall have to arrange for every necessary machineries, tools & plants for the intended job to the full satisfaction of Engineer in charge (to be mentioned in the affidavit).

Sl. No	Name of Machineries	Required Minimum number (For work value above Rs. 1.00 Cr.)
1	Concrete Mixer	1

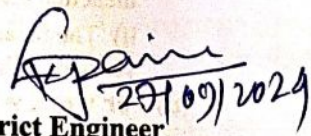
C. Other instructions

1. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
2. The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.
3. No Mobilization Advance and Advance against purchase of equipments will be paid for the work.
4. No Advance of any kind will be paid for the work under any circumstances.
5. Under no circumstances Escalation in prices in materials, labour charges, cost of P.O.L. & arbitration will be entertained.
6. The Employer requires the bidders / Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.
7. There will be no price preference to any bidder.
8. No interest claim will be admissible during refund of earnest money and security deposit.
9. Uploaded documents of valid successful bidders may be verified with the original in due course. The valid successful bidders have to show the originals to the concerned authority as and when required.
10. Any bill (running account/final) payment of proposed executed work may be made to Agency as per availability of fund.
11. Bid of any Black listed bidder will be rejected.
12. The engaged contractor will have to get registered under BOCW (RECS) act and shall have to contribute towards "The West Bengal Building and other Construction Workers' welfare fund" @ 1% (One percent) of the gross amount of the work by way of deduction from Running and /or final bill.
13. **Earnest Money & Security Deposit:** The Earnest Money (2% of amount put to tender) will be converted to Security deposit. The Balance amount of Security Deposit (as per Govt. order in force during pendency of the contract) money will be deducted from running and final bill. **Exemption of Earnest Money will be applicable as per existing order of the Finance Department, Govt. of West Bengal.**
14. **The Security Deposit will be released to the contractor as stated below.**
 - (a) **For work with three months Defect Liability Period:**
 - i) Full security deposit shall be refunded to the contractor on expiry of three months from the actual date of completion of the work.
 - (b) **For work with one year Defect Liability Period:**
 - i) Full security deposit shall be refunded to the contractor on expiry of one year from the actual date of completion of the work.
 - (c) **For work with three years Defect Liability Period:**
 - i) 30% of the security deposit shall be refunded to the contractor on expiry of two years from the actual date of completion of the work;
 - ii) The balance 70% of the security deposit shall be refunded to the contractor on expiry of three years from the actual date of completion of the work;
 - (d) **For work with five years Defect Liability Period:**
 - i) No security deposit shall be refunded to the contractor for 1st 3 years from the actual date of completion of the work;
 - ii) 30% of the security deposit shall be refunded to the contractor on expiry of four years from

the actual date of completion of the work;

iii) The balance 70% of the security deposit shall be refunded to the contractor on expiry of five years from the actual date of completion of the work; Contractor may submit Bank Guarantee of requisite amount for the entire Defect Liability period to withdraw Security Deposit amount.

15. Bidder is responsible for the entire Civil and Electro Mechanical works and smooth functioning of project upto the end of specified maintenance period.
16. No Joint Venture/ authorizing letter shall be entertained.
17. Time allowed for completion of work will be measured from the date of issue of work order
18. If any erroneous printing found after agreement or any time in the SOQ (Schedule of Quantity) Quantity or Rate, the Tender Inviting authority reserve the rights to correct the same as per approved original estimate.
19. Bidding documents (NIT and SBD) is to be uploaded by the bidder. The bidder has to only agree/ disagree on the conditions in the bidding document. The bidders who disagree on the conditions of bidding document cannot participate in the tender and his /their bid will be treated as informal.
20. **Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:**
 - (i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and / or record of submission of any false / fake document(s).
 - (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
 - (iii) Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.
21. Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value. The available bid capacity will be calculated as per **annexure-B**.
22. The successful bidder shall have to abide by all the labour related and other rules, regulations and laws of the land and the Tender Inviting Authority in no way shall be held responsible for financial or any other consequences arising out of non his noncompliance of the same.
23. **Intending Bidder should read carefully read the CI No 41 of GCC regarding the suspension and debarment policy before participating the tender.**
24. **Tax Invoice needs to be issued by the agency**/contractor for raising claim showing separately the tax charged in accordance with the provisions of GST Act, 2017.
25. Contractor should have to ensure the engagement of **JOB CARD holders** as unskilled workers for execution of awarded works.
26. **Priority of Documents:** The documents forming the contract are to be taken as mutually explanatory of one another. For purpose of interpretation, the priority of the documents shall be in accordance with the following sequence.
 - a. Form No. 2911
 - b. Notice to Proceed with the works;
 - c. Letter of acceptance;
 - d. Notice Inviting Tender
 - e. Special Conditions of Contract and General Conditions of Contract (as per Form 2911)
 - f. Specifications;
 - g. Drawings;
 - h. Bill of Quantities; and
 - i. Any other document listed in the Contract Data as forming part of the Contract.


20/09/2024

District Engineer
Purba Bardhaman Zilla Parishad

ANNEXURE-A

AFFIDAVIT

(To be submitted in Non-Judicial Stamp Paper and to be Notarised)

I, Sri....., S/o Sri..... aged..... years,

Residing at..... Proprietor/Partner/Director of....., PAN NO

GST No....., Mob No.&
E-

Mail. No-..... do hereby solemnly affirm and declare in connection with the work is as follows :

1. That I, the undersigned do certify that all the information furnished & statements made in the bid documents are true and correct to the best of my knowledge and belief.
2. That the undersigned also hereby verifies that neither any near relations of staff and officers of the department nor any retired gazetted officers are in our employment.
3. The undersigned would authorize and request any bank, person, firm or corporation to furnish pertinent information as deemed necessary and or as requested by the department to verify this statement.
4. The undersigned understands and agrees that the bid shall remain open for Acceptance **90 days** from the date of opening of financial bid.
5. The undersigned agrees to invest 30% of the contract price of works by cash during the implementation of the works.
6. The undersigned agrees to authorize the authority to seek references from the bankers of the undersigned.
7. If the contract is awarded to us, we will deploy at site all necessary T&P and equipments immediately on receipt of the work order. We would commence the work only on deployment of machineries at site to the full satisfaction of the Engineer-in-Charge. We would be duty bound to use those equipments at site to achieve the best result as per requirement of the contract. We would upkeep and maintain those equipments in running condition till completion of the Project. Any breakdown of any equipment will be replaced immediately. No part of equipment will be shifted to another site without the written permission of the E.I.C.
8. We would establish a site laboratory with minimum testing equipments/ apparatus to conduct the various tests on soil, aggregates and cement, concrete to maintain the quality at site. We will upkeep the laboratory set-up in good condition of the project.
9. We would deploy at site all necessary technical personnel for efficient contract management and supervision of works to the full satisfaction of the Engineer in Charge with a view to achieving best quality of works at site.
10. We would carry out all necessary tests of all major items at frequency spelled out in the contract document to the full satisfaction of the Engineer in Charge to achieve the best quality work at site. We will be contract bound to bring to the notice of the EIC any non-compliance of test results along with the action taken report.
11. Any departure whatsoever in any form will be considered as breach of contract. In such situation the department at his liberty may withhold our payment till we rectify the defects or fulfill our contractual obligation. In this connection, Departmental decision will be final and binding.
12. The undersigned also certifies that neither we have abandoned any work awarded to us, nor any penal action was taken against us by any department. The undersigned also declares that we do not have any running litigation with any department.



ANNEXURE-E

BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT

To
The Financial Controller & Chief Accountant
Officer, Purba Bardhaman Zilla Parishad.
Court Compound, Purba Bardhaman

	Account Details
Account Name	
Beneficiary Bank Account No	
IFSC Code	
MICR Code	
Branch Address	

WHEREAS [NAME AND ADDRESS OF CONTRACTOR] (here after called "The Contractor") has undertaken , in pursuance of to execute (hereinafter called "The Contract").

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a Bank Guarantee by a scheduled commercial bank for the sum specified therein for 'ADDITIONAL PERFORMANCE SECURITY DEPOSIT' for compliance with his obligation in accordance with the Contract.

AND WHEREAS we (indicate the name of the bank branch) have agreed to give the contractor such a Bank Guarantee.

NOW THEREFORE we (indicate the name of the bank & branch) hereby affirm

that we are the Guarantor and responsible to you on behalf of the contractor , up-to a total of Rs. [amount of guarantee] (in words). We undertaken to pay you, upon your first written demand and without cavil or argument, a sum within the,limits of

[amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand forthe sum specified therein to the above beneficiary bank account.

We (indicate the name of the bank & branch) hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We (indicate the name of the bank & branch) further agree to pay to you any money so demanded not withstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto. Our liability under this present guarantee is absolute and unequivocal.

The payment / so make by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.

We (indicate the name of the bank & branch) further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed thereunder or of any of the contract documents, which may be made between you and the contractor, shall, in anyway, release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

We, (indicate the name of the bank & branch) also undertake not to revoke this guarantee except with your prior written consent.

The Guarantee shall be valid up to It comes into force with immediate effect and shall remain in force and valid for a period of (Construction period claim period of six months).

Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.(Rs.....) and unless a claim in writing is lodged with us within the validity period of this Guarantee, i.e. up to....., all our liabilities under this Guarantee shall cease to exist. Signed and sealed this day of 20. at

SIGNED, SEALD AND DELIVERED
For and on behalf of the
BANK by(Signature)

NOTES :

(Name) (Designation) (Code Number)(Address)

- (i) The bank guarantee should contain the name, designation and code number of the officer (s) signing the guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

B

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

BANK CERTIFICATE

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

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

Signature of Senior Bank Manager _____

Name of the senior Bank Manager _____

Address of the Bank _____

✓

ADDITIONAL TERMS & CONDITIONS FOR NIT NO

1. **Eligibility criteria for participation in tender:**
 i) Authorization: Tenderers who may be the Authorizing / Joint Venture Partner use on behalf of Authorizing / Joint Venture Partner shall submit self- certified copy of the Letter of Authority of the concerned Authorizing / Joint Venture Partner as per proforma at section-B from-III of the tender document, specifically authorizing the said bidder to make an offer in response to this tender.

INSTRUCTION TO BIDDERS

SECTION -A.

A. Technical Bid

The Technical Bid should contain scanned copies of the following further in two covers (folders).

A-1 Statutory cover containing documents

- i. Prequalification Application (Section-B, Form-1)
- ii. Photo copy of EMD as prescribed in the e-NIT, against each of the serial of work in favour of Purba Bardhaman Zilla Parishad/ Scanned Copy of EMD Exemption Order.
- iii. Copy of PAN Card & Copy of Valid 15-digit Goods & Services Taxpayer Identification Number (GSTIN) under GST Act 2017
- iv. STRUCTURE AND ORGANISATION (Section-B, Form-II). **Valid e-mail & mobile no to be mentioned.**
- v. Tender Form-No. 2911 & e-NIT (properly filled in & upload the same Digitally signed except quoting rate will only encrypted in the B.O.Q. under Financial Bid. In case quoting any rate in 2911, the tender is liable to summarily rejected).
- vi. Section-B From No-III; Letter of Authority from Indigenous Manufacturer
- vii. Section-B From No-IV; Specifications Cesspool
- viii. Section-B From No-V; Clauses for

Contract A-2. Non-statutory cover containing documents

- i. a) Current Professional Tax Receipt Challan) Current Income Tax acknowledgement Receipt. c) Trade Licence.
- ii. Registration Certificate under Company Act (if any)
- iii. Registered Deed to Partnership Firm/Article of Association & Memorandum (if applicable)
- iv. Power of Attorney (For Partnership Firm /Private Limited Company (if any)
- v. Registered Unemployed Engineers' Co-operative Societies Unemployed Labour Co-operative Societies are required to furnish Valid Bye Law, valid Register Certificate issued by the Co-operative Department, Current Audit Report, Annual General Meeting along with relevant supporting papers.

Sl No	Category Name	Sub-Category Description	Details
A	CERTIFICATES	CERTIFICATES	1. Valid 15-digit Goods & Services Taxpayer Identification Number (GSTIN) under GST Act, 2017 2. Valid Pan issued by IT Department Govt. of India. 3. Current Professional Tax Receipt Challan 4. Latest ITR return Acknowledgement 5. PF Registration Certificate with up-to-date Receipt 6. Annual Turnover of Rs 1 Crore of any Financial Year within Last 5 (five) Financial Years

B	Company Details	Company Details	<ol style="list-style-type: none"> 1. Proprietorship firm (trade License) 2. Partnership firm (Partnership deed, Trade licence) 3. LTD. Company (Incorporation certificate, Trade licence) 4. Society (Trade Licence) 5. Power of Attorney 6. Valid Bye Law 7. Valid Registration Certificate issued by the Co-operative Department. 8. Current Audit Report 9. Annual General Meeting. 10. Authority From Authorizing / Joint Venture Partner Letter 11. Bank Solvency Certificate of minimum 50 lacs and above certificate by the bank Manager of any Schedule Bank. Certificate must be issued after the date of publication of the NIT
C	Credential	Credential	<ol style="list-style-type: none"> 1. The prospective bidders shall have satisfactorily completed as prime agency at least one similar nature (Feacal Sludge and Septage Treatment Plant / Sewage Treatment Plant) of work having minimum value of forty percent of the estimated cost for which bid is invited during the last 5 (five) years prior to the date of issue of this notice, under Zilla Parishad, P.W.D., C.P.W.D., & similar other Govt. Deptt. Copy of completion certificate (for executed work) obtained from not below the rank of the District Engineer / Executive Engineer should be produced with the technical bid.

**SECTION-B
FORM-I**

PRE-QUALIFICATION APPLICATION

To
The Additional District Magistrate (ZP)
Purba Bardhaman Zilla Parishad
Government of West West Bengal

Tender for (Name of Work:
.....
.....)

e-N.I.T No: of.....,(SI No...)

Dear Sir/Madam

Having examined the Statutory, Non statutory & e-NIT documents, I/we hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me/us on behalf of..... in the capacity.....duly authorized to submit the order.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for application and for completion of the contract documents is attached herewith.

We are interested in bidding for the work(s) given in Enclosure to this letter.

We understand that:



- (a) Tender Inviting & Accepting Authority/Engineer-in-Charge can amend the scope and value of the contract bid under this project.
- (b) Tender Inviting and Accepting Authority/ Engineer-in-Charge reserves the right to reject any application without assigning any reason.

Enclose. : e-Filling:-

1. Statutory Documents
2. Non-Statutory Documents

Date:-.....

Signature of applicant including title And capacity in which application is made

**SECTION-B
FORM-II
STRUCTURE AND ORGANISATION**

A.1.i) Name of Applicant
(Proprietor Secretary/Partner) : _____

ii) Status of Farm
(Proprietorship Society/Partnership/lad Comp.) : _____

A.2.i) Office Address : _____

ii) E-Mail : _____

iii) Telephone No. (Land) (if any) : _____

iv) Mobile No. : _____

v) PAN No : _____

vi) GST : _____

vii) e-Procurement No(UTI No)- : _____

A.3.i) Name of Bank: _____

ii) Address of Bank : _____

iii) Account No : _____

iv) IFSC Code : _____

A.4 Attach one organization chart showing the structure of the company with : _____ names of Key personnel and technical staff with Bio-data.

Note: Application covers Proprietary Firm, Partnership, Limited Company or Corporation.

Signature of applicant including title and capacity in which application is made.

SECTION-B
FORM-III
LETTER OF AUTHORITY FROM AUTHORIZING/
JOINT VENTURE PARTNER

To
The Additional District Magistrate (ZP)
Purba Bardhaman Zilla Parishad
Government of West Bengal

Sub.: Your Tender Reference No: dated

Madam/Sir,

We (JV/Authorizing Partner name).....having our registered office at are established and reputed manufacturer of

We confirm that (Bidder Name), having its registered office at is our authorized partner and we convey our consent to supply the units conforming to tendered specification through M/s... (Name & address of Bidder) as per terms and conditions of the tender. No Company/ Firm or Individual other than M/s (Bidder Name)..... is authorized to represent us in regard to this business against this specific tender.

In the event, the offer made by M/s (Bidder Name)..... being considered by Purba Bardhaman Zilla Parishad, West Bengal for acceptance, both M/s (Bidder Name) and ourselves shall be jointly and severally be responsible for the due and timely performance of the Award of Contract (AOC) pertaining to this tender. We,(bidder name) and ourselves, shall jointly and severally be responsible for the completion and operationalization of the complete FSTP unit as per the terms and conditions of the tender. We hereby extend our full guarantee and warranty for the items offered for supply against this tender by the above firm. We hereby agree to enter into an agreement with the Zilla Parishad and the (bidder name)..... for the successful completion, operationalization and maintenance of the FSTP.

We hereby confirm that as on the date of submission of this tender (Bidder Name) has sufficient credit worthiness directly with us to supply, service and complete the FSTP Unit (including all components, civil construction, electro-mechanical, etc.), along with the maintenance of the same.

Yours faithfully, (NAME)

For & on behalf of M/s.....

(Signature & Name of JV/Authorizing Partner)

(seal)

Note: This letter of authority should be on a notarized non-judicial stamp paper and should be signed by a person competent and having the power of attorney to bind the JV/Authorizing Partner.

This letter of Authority should be uploaded during e-filing of tender documents.



Conditions of Contract:

Providing and installation of Electro-Mechanical component of FSTP of capacity 20 KLD/day including commissioning trial run.

Sr. No	Item Description
1	Supply/Erection/Installation of plant
2	Supply/Erection/Installation of Pumps
3	Supply/ erection/ installation of Piping, Mechanical, Electrical & Instrumentation works along with spares as specified etc. complete as per technical design specification and on testing, commissioning and satisfactory trial runs etc. as approved by Engineer -In-Charge
4	On successful completion of trial run of septage treatment unit etc. as approved by Engineer -In-Charge.
5	Operation and Maintenance to be handed to the contractor as per Annexure H

Signature of applicant including title
and capacity in which application is made.



SECTION-B
FORM-V
CONTRACT CLAUSES

The total price quoted for O&M by the bidder will be divided in 5 (five) instalments which are mentioned in B.O.Q. The contract value quoted by the Bidder will include cost of O&M of Faecal Sludge & Septage treatment plant and allied works and all other costs including labour, material and others, as needed. No claims for additional payment will be entertained. The payment would be made as follows:

Clause 1: Bill to be on Printed form

The Contractor shall submit bills on printed form, which will be furnished subsequent to selection of the contractor. The charges to be made in the bills shall always be entered at the rates specified in the tender at the rates hereinafter provided for such work.

Clause 2: Works to be executed in accordance with specifications, drawings order etc.

The Contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and every other respect in strict accordance with specifications.

Clause 3: Medical Aid to labor

The Contractor shall be responsible for and shall pay the expenses of providing medical aid to any workman who may suffer a bodily injury as a result of an accident. If such expenses are incurred by the EMPLOYER the same shall be recoverable from the Contractor forthwith and be deducted without prejudice to any other remedy of Government from any amount due or that may become due to the Contractor.

Clause 4: Safety Equipment's

The Contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of the persons employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with the following regulations in connection therewith.

a) The workers shall be required to use the equipment's so provided by the Contractor and the Contractor shall take adequate steps to ensure proper use of the equipment by those concerned.

b) When work is carried on in proximity to any place where there is a risk of drowning all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.

c) Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

Clause 5: Labor Act

The Contractor shall duly comply with the provisions of The Apprentices Act, 1961" (III of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subjected to all the liabilities and penalties provided by the said Act and said Rules.

Clause 6: Dispute Resolution

Any dispute arising between Purba Bardhaman ZP Urban Local Body and Contractor regarding the Contract terms and conditions would be aimed to be resolved through mutual discussions. If the discussions fail to produce a resolution, the disputes shall be subject to the court in Purba Bardhaman ZP jurisdiction.

Clause 7: Electric Power & Water Supply

Arrangement for Electric Power connection and water supply to be made by the Purba Bardhaman . ZP.

Clause 8: Damage by Floods or Accidents

The Bidder shall take all precautions against damage by floods or tides or from accidents etc. No compensation will be allowed to the Bidder on this account or for correcting and repairing any such damage to the work during construction. The Bidder shall be liable to make good at his cost any plant or material belonging to the Government lost or damaged by floods or from any other cause while in his charge.

Clause 9: Defect Liability Period

The Defect liability period of the project work is of 5 (five) years after the completion of all project works.

Clause 10: Extension of time

If the Bidder shall desire an extension of time, he shall apply in writing to the Engineer-In-Charge before the expiry of

thirty) days from the date on which he was hindered or on which the cause for asking for extension occurred. If the Engineer-In-Charge or the Secretary, as the case may be, is of the opinion, that there were reasonable grounds for granting an extension, then he may grant such extension as he thinks necessary or proper. The decision of the Engineer-In-Charge in this matter shall be final.

Clause 11: Termination

- a) The Employer may terminate the contract if the other party causes a fundamental breach of the contract.
- b) Fundamental breaches of contract include, but shall not be limited to the following
 - I. The contractor stop work for 28 days & stoppage has not been authorized by the engineer.
 - II. The contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - III. The engineer gives notice that failure to correct a particular defect is a fundamental breach of contract & the contractor fails to correct it within a reasonable period of time determined by the engineer.
 - IV. The contractor does not maintain a security which is required;
- c) Notwithstanding the above, the Employer may term the contract for convenience.
- d) If the contract is terminated the contractor shall stop work immediately, make the site safe & secure & leave the site as soon as reasonably possible.
- e) Termination at will.

If Purba Bardhaman ZP needs to terminate the Contract for causes unrelated to those given above, it will be treated as 'termination at will' and the following clauses will apply:

- I. A notice of termination shall be required to be given [three months] before such termination at will.
- II. The payment for the completed Work and the Security Deposit deposited with the Purba Bardhaman ZP will be given back to Contractor. However, any amounts due to the Purba Bardhaman ZP from the Contractor shall be set off against Security Deposit and in the event such amount is in excess of the Security Deposit/ **Performance Guarantee**, the excess amount shall be treated as an amount due towards the Purba Bardhaman ZP.

Clause 12: Payment upon Termination

- a) If the contractor is terminated because of a fundamental breach of contract by the contractor, the engineer shall issue a certificate for the value of the work done less advance payment received up to the date of the issue of the certificate, less than other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.
- b) If the contract is terminated at the Employer's convenience, the engineer shall issue a certificate for the value of the work done, the responsible cost of removal of equipment, repatriation of the contractor's personal employed solely on the works & the contractor's costs of protecting & securing the work & less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract & less taxes due to be deducted at source as per applicable law.

Clause 13: The materials not conforming to the required standard or Specification shall be removed at once from the Site of Work by the Bidder at his own cost. All the electrical and mechanical component shall conform to the relevant I.S (Indian Standard) codes specification.

Clause 14: The Bidder shall construct at its own cost shed/ sheds for storing materials as per the direction of the Secretary, Purba Bardhaman ZP. Such constructed sheds shall be removed on completion of Work.

Clause 15: The bidder shall make its own arrangements for the safe custody of the materials brought by it on Site of Work.

Clause 16: The charges for conveying of materials from the place of purchase by the Bidder to the Site of Work and the actual spot-on Work Site shall be entirely borne by the Bidder. No claim on this account shall be entertained.

Clause 17: Separate register for Site Visit/ Instruction which are given by Secretary or Architect or Engineer of Purba Bardhaman ZP Municipal Council, shall be maintained by the Bidder

Clause 18: The Bidder shall provide regular technical person on Site.



Clause 19: Bidder will not be entitled for price variation claim.

Clause 20: The Municipal Council shall not be responsible for the loss in mechanical parts, equipment's and electrical item during transit to Work Site.

Clause 21: O&M Period: For the O&M Period, the Bidder shall be paid the total price quoted for the Operations Services by way of 5 (five) instalments which are mentioned in B.O.Q.

Clause 22: Completion:

As soon as the Build Service have, in the opinion of the Bidder, been completed in accordance with the scope of work and Technical Standards specifications, excluding minor items not materially affecting the operation or safety of the Faecal Sludge & Septage treatment plant and has satisfactorily passed all necessary tests on Commissioning, the Bidder shall so notify the Purba Bardhaman ZP in writing (the "Notice of Completion") and provide the as-built-Documents.

The Purba Bardhaman ZP shall, no later than 30 (thirty) days after receipt of the Bidder's notice either issue a Completion Certificate starting that the Faecal Sludge & Septage treatment plant has reached completion as of the date of the Bidder's notice or notify the Bidder in writing of any defects or deficiencies or both. If the Purba Bardhaman ZP is not satisfied that the Build Service are complete, the Purba Bardhaman ZP shall notify the Bidder in writing of any defects or deficiencies no later than 7 (seven) days after receipt of the Notice of Completion.

If the Purba Bardhaman ZP notifies the Bidder of any defects or deficiencies or both, the Bidder shall then correct such defects or deficiencies, and shall repeat the procedure.

If the Purba Bardhaman ZP is satisfied that the Design-Build Service have reached completion, the Purba Bardhaman ZP shall, no later than 7 (seven) days after receipt of the Bidder's repeated Notice of Completion, issue a Completion Certificate starting that the Design-Build Service have reached Completion as of the date of the Bidder's repeated Notice of Completion.

If the Purba Bardhaman ZP fails to issue the Completion Certificate and fails to inform the Bidder of any defects or deficiencies 14 (fourteen) days after receipt of the Notice of Completion or 7 (seven) days after receipt of the Bidder's repeated Notice of Completion, then the Build Service shall be deemed to have reached Completion as of the date of the Notice of Completion or repeated

Clause No: 23 Commissioning and Operational

Acceptance Commissioning

Commissioning of the Faecal Sludge & Septage treatment plant shall be commenced by the Bidder immediately after issue of the Completion Certificate by the Engineer-In-Charge.

Tests on Commissioning

The necessary test shall be conducted by the Bidder during Commissioning of the Faecal Sludge & Septage treatment plant and all allied works to ascertain whether the Faecal Sludge & Septage treatment plant or the relevant part can attain the technical standards as required in the Contract. The Bidder's and Engineer-in-charge's advisory personnel shall attend the Tests on Commissioning, and shall advise and assist the Purba Bardhaman ZP. The Purba Bardhaman ZP shall promptly provide the Bidder with such information as the Bidder may reasonably require in relation to the conduct and results of the Tests on Commissioning, and any repeats thereof.

If for reasons not attributable to the Bidder, The Tests on Commissioning of the Faecal Sludge & Septage treatment plant cannot be successfully completed within 21 (twenty-one) days after the period from the date of completion specified or any other period agreed upon by the Purba Bardhaman ZP and the Bidder shall be deemed to have not fulfilled its obligations with respect to the tests on Commissioning

Operational acceptance

- I. Operational acceptance shall occur in respect of the Faecal Sludge & Septage treatment plant when the Tests on Commissioning have been successfully completed.
- II. At any time after the successful completion of the Tests on Commissioning, the Bidder may give a notice to the Purba Bardhaman ZP requesting the issue of an operational acceptance certificate ("**Operational Acceptance Certificate**") in respect of the Faecal Sludge & Septage treatment plant.
- III. The Purba Bardhaman ZP shall, after consultation with the experts, and no later than 7 (seven) days after receipt of the Bidder's notice, issue an operational Acceptance Certificate.
- IV. If within 7 (seven) days after receipt of the Bidder's notice, the Purba Bardhaman ZP fails to
- V. Issue the Operational Acceptance Certificate or fails to inform the Bidder in writing of the justifiable reason why the Purba Bardhaman ZP has not issued the operational Acceptance Certificate, the Faecal Sludge & Septage treatment plant shall be deemed to have been accepted as of the date of the Bidder's said notice.

Clause No 24: Insurance policy

Purba Bardhaman ZP shall take out necessary Insurance Policy/ Policies so as to provide adequate insurance cover. The insurance should cover for the following:

- a) Loss of or damage to the civil and mechanical and electrical equipment supplied/ installed including the materials such as pipes, valves, specials etc. brought on site;
- b) Loss of or damage to Bidder's equipment including his vehicles;
- c) Loss of or damage to property (except the work, plant material and equipment) in connection with the Bidder;
- d) Loss of or damage to property (except the work, plant material and equipment) in connection with the Bidder; and
- e) Personal injury or death due to vehicles of the Bidder and / or due to any accident that may arise at or around Site to the Bidder's personnel or to the Purba Bardhaman ZP staff or to any other person connected with Purba Bardhaman ZP Bidder.
- f) Policies and certificate of insurance shall be delivered by the Bidder to the Engineer for the Engineer's approval before the date of actual starting of Work. All such insurance shall provide for compensation to be payable in the types of proportions of currencies required to rectify the loss of damage incurred.
- g) If the Bidder does not produce any of the required policies and certificates, the Engineer may affect the insurance for which the Bidder was responsible
- h) The minimum insurance cover for loss and damage to physical property, injury and death shall be 10% (ten percent) of the Contract cost per occurrence with number of occurrences as 4 (four). After each occurrence the Bidder shall pay additional premium necessary so as to keep the insurance policy valid always till the defect liability period is over.
- i) Contractors all risk (Bidder's all risk policy) insurance will have to be taken before start of the Work.

Clause No 25: Commissioning and trail run of Faecal Sludge & Septage Treatment plant

- a) The plant shall then be on trial operation of 30 days during which period all necessary adjustments shall be made while operating, over the full load-range enabling the plant to be made ready for performance and guarantee tests. The contractor shall provide necessary staff. The trial operation shall be considered successful, provided that each item of the equipment can operate continuously at the specified characteristics, for the period of Trail Operation.
- b) Bidder shall be responsible for carrying out all the necessary pre-commissioning tests. On completion of inspection, checking and after the pre-commissioning tests are satisfactorily, over the complete plant shall be placed on initial operation during which period the complete equipment shall be operated integral with sub-systems and supporting equipment as a complete plant.
- c) Any special equipment, tools and tackles required for the successful completion of the performance and guarantee tests the contractor will provide this free of cost.
- d) The contractor during the performance and guarantee tests shall provide the guaranteed performance figures of the equipment. Should the result of these tests show any decrease from the guarantee values, the contractor shall modify the equipment as required to enable them to meet the guarantees. In such case, performance and guarantee tests shall be repeated within one week from the date the equipment is ready for re-test and cost for modifications including labor, materials and the cost of additional testing to prove that the equipment meets the guarantees, shall be borne by the contractor.

OPERATIONAL SERVICES

1 Introduction

The bidder shall ensure the operation and maintenance of the FSTP in compliance to the CPHEEO Manual on "Sewerage & Sewage Treatment", published by the Central Public Health Environmental Engineering Organization (CPHEEO), Ministry of Urban Development, Government of India, New Delhi and the prescription laid down hereunder.

2 Scope of Work

- The Bidder shall operate and maintain the Faecal Sludge & Septage treatment plant, and all other allied works under this contract, for a period of 5 (five) years and provide the following service ("Operations Services").
Salient features of Operations Service are:
- After construction of the Faecal Sludge & Septage treatment plant, the Bidder shall operate and maintain FSTP plant as per specifications and maintain the quality of the treated effluent as prescribed in the Design-

Build Documents.

- The Bidder will monitor the performance of the Faecal Sludge & Septage treatment plant; conduct the analysis of the inlet septage and effluent/septage quality after treatment. Bidder shall initiate and take adequate actions to ensure smooth and satisfactory performance / running of the plants on a 24 hours / round the clock basis.
- The Bidder shall prepare and implement an effective plant maintenance programme in consultation with the Purba Bardhaman ZP. It is an absolutely Bidder's responsibility to look after all sorts of maintenance whether preventive, minor, major or break-down.
- The Bidder will determine operating parameters, and generally optimize the process, and working of the treatment plant.
- The Bidder should plan & procure all spares and all consumables including chemicals, grease, lubricating oil, cleaning agents, laboratory reagents etc.
- The Bidder will be responsible for keeping up-to-date record of documents including history card for equipment and maintaining every day log book relating to various analyses performed.
- The Bidder at his/her own cost shall maintain and update logbook, in which details of operational parameters are recorded at regular interval as decided mutually.
- The FSTP will accept septage load from suction trucks from time to time in a day from 06:00 am to 11:00 pm, beyond which it should not accept septage load. Also, it should accept load only from the authorized contractor of Purba Bardhaman ZP only.
- The Bidder will prepare and submit a daily report of plant performance and will assist the Purba Bardhaman ZP in preparing the necessary documents for their purpose and records.
- The Bidder will be responsible to carry out day to day periodic maintenance, necessary to ensure to smooth and efficient performance/ running of all equipment / instruments comprising the Faecal Sludge treatment plant and maintaining record of the same.
- The Bidder shall have to issue identity cards with photographs to all the staff employed for operation and maintenance. The list of the same shall be submitted to the Purba Bardhaman ZP mentioning qualification & experience.
- The Bidder will also be responsible to carry out day to day maintenance inside the Faecal Sludge & Septage treatment plant premises.
- The Bidder will employ required staff for operation and maintenance of the Plant as per the list submitted by bidder in their proposal during 5 years of O&M period. The staff of Bidder will always remain in contact with the Junior Engineer, Assistance Engineer/Electrical Supervisor, in charge of the Plant deployed by the ZP and follow their instruction.
- Unsatisfactory and inefficient running of the plant and unnecessary and excessive usage of spare, consumable, etc. supported by the reason which are under control of Bidder will be highly objected. In such cases Purba Bardhaman ZP decision will be final and binding to the Bidder.
- Bidder will comply with all safety rules and regulations and all inter disciplinary as followed by the Purba Bardhaman ZP.
- The Purba Bardhaman ZP will not be responsible for any accident / injury to the staff of the Bidder. Further the Purba Bardhaman ZP will not provide any insurance or medical facility to the staff of Bidder. The responsibility lies with the Bidder.
- ALL central/State Government/Semi-Government/ Local Body's Rules and Regulations pertaining to this contract shall be followed and observed by the Bidder without any extra cost to the Purba Bardhaman ZP.
- No accommodation / guesthouse / transportation facility will be provided by Purba Bardhaman ZP to the Bidder. Operation & maintenance staff will not be allowed any accommodation facility inside the premises.
- The Bidder should employ all the staff within 7 (seven) days of successful commissioning.
- The Bidder will provide the necessary tools and tackles required for day-to-day maintenance.
- The scope of work also includes cleaning of complete plant area including floor, toilet block railing, door, windows, light fixtures and ceiling etc. The entire premises of the plant area shall also be cleaned and maintained by the Bidder regularly.
- This work is inclusive of but not limited to operation, maintenance, housekeeping, cleaning, removing sludge by its own carrier arrangement & disposes it off as per Purba Bardhaman ZP instructions.
- BOQ Tender Document for Faecal Sludge & Septage Treatment Plant will be available Zilla Parishad web site
- Preparing data recording, correspondence work to Purba Bardhaman ZP and Government departments, etc. All this work should be done as per standard practices and by following labor, factory, electrical and all other old and new law and order, Indian standards etc. as applied of Local, State and Central Government of India.
- Right is reserved by Purba Bardhaman ZP for suspension, dismissal, termination of any office / staff employed by Bidder. He shall have taken prior permission to employ or to terminate his personnel.
- No watch and ward, safety insurance, security, storage, housing accommodation etc. will be provided by Purba Bardhaman ZP. This will be responsibility of Bidder.
- Consumable items like rubber bush, graphite packing, rubber sheet, nut-bolts and material require for cleaning and housekeeping etc. are to be brought by the Bidder.
- Electricity charges including diesel in case of power failure required for operation & maintenance of the Plant shall have to be borne by the Bidder. The Bidder should provide



- All other consumables like polyelectrolyte, chlorine, oil & grease etc. All the formalities to all Government authorities for factory, electrical, etc. for obtaining no objection certificate, water consent, hazardous waste concern, approval etc. shall be done by the Bidder.
- Monitoring should be done as per guidelines provided by Purba Bardhaman ZP. Bidder has to maintain all the parameters of effluent within stipulated limit or he will be penalized for not maintaining the prevalent discharge standards of state Government and as amended from time to time. All expenditure incurred for the same like, suit fee, court fee, case fee, or the penalty as decided by Engineer of Purba Bardhaman ZP and penalty charged by relevant government authority will be charged to Bidder and deducted from his bills, security Deposit etc.
- Bidder shall have to test the effluent / influent at his own cost at the government approved laboratory as per schedule mentioned in bid document. The same be verified by and checked by Purba Bardhaman ZP whenever required.
- The payment of O&M charges will be made as per the tender conditions which are mentioned in B.O.Q. The other terms and condition described in these complete tender documents, wherever applicable shall remain unchanged. In case of any discrepancy the decision of Purba Bardhaman ZP will remain final & binding on the Bidder.
- During O&M period, Bidder has to supply all the spares, at his cost during preventive major-minor breakdown, replacement and maintenance work. No extra payment will be made for such maintenance on any ground. The payment for the same will be made strictly as per tender documents irrespective of the number of break down /minor, major repairs replacements. During the O&M period, the Bidder will have to enter into annual maintenance agreement with manufacturers of all major mechanical equipment.
- Maintenance of garden, lawns plants, bushes, plantation of new plants, lawns etc. and feeding, gardening, cleaning etc. is in the scope of the Bidder. No separate payment will be made for the same.
- The Bidder during his O&M period will have to follow all the guidelines set by relevant government authority of West Bengal state for operation & maintenance of Faecal Sludge & Septage treatment plant.
- Operation and maintenance of all General facilities and utility services including all other components of work done under this Contract.
- The Bidder shall also dispose of the sludge, screenings, grit and any other material, as per specifications and to the satisfaction of the Purba Bardhaman ZP. It is to be noted that all costs during the O&M period, including the cost of power and chemicals are to be borne by the Bidder.
- Within his quoted cost, the Bidder is to ensure that guarantees are maintained during the O&M Period for quality of treated effluent, treated septage, consumption of chemicals and for automation.
- The Bidder shall provide on job training to the local body staff as per specifications.
- At the end of every year of operation & maintenance period, an assessment of the condition of the plant has to be done by the Bidder through third party inspection at his own cost and based on that assessment the Bidder shall, at no extra cost to the Purba Bardhaman ZP, repair and re-condition all the mechanical equipment in the concluding year of the O&M contract to a condition so that they are in running condition with regular preventive and recommended maintenance as per manufacturer's recommendations or as per CPHEEO manual.
- Variability of Throughput: If the quantity of treated septage from the Plant increased in the existing system without impacting the annual fixed costs to the Bidder, the Bidder shall comply with such requirements.

3 TESTS TO BE CARRIED OUT DURING O&M PERIOD

- Sampling and testing to be carried out as per CPHEEO guideline. Tests are to be carried out under the supervision of qualified staff and as per instructions of the Engineer-in-charge. The responsible employee of the contractor will indicate the details of sample locations timings on the sample template.
- The Bidder should get analyzed / checked the untreated as well as treated septage and effluent samples and tested in approved government laboratory at his own cost. The Purba Bardhaman ZP Vigilance testing charges for samples directly collected by Purba Bardhaman ZP are also to be borne by the Bidder.
- During routine monitoring, samples of influent, effluent as analyzed based on the Analysis Schedule given in the following Table for the given parameters.



Sr. No	Description of Sample	Frequency	Location of Sampling	Type of Sample	Test Parameters
1	Influent septage	Two times in a month	Before screening	Grab	Temp, pH, BOD, COD, TSS, VSS, Alkalinity, Sulphate, Faecal Coliform, total Coliform
2	Treated Effluent Wastewater	Two times in a month	After treatment unit	Grab	Temp, pH, BOD, COD, TSS, VSS, Alkalinity, Sulphate, Faecal Coliform, total Coliform
3	Treated Septage/Sludge	Two times in a month	After treatment unit	Grab	Moisture content, NPK Value
4	Treated Septage/Sludge	One sample in every Six months	After treatment unit	Grab	Helminth Eggs

Test parameters of treated quality shall be within the prescribed limits as issued by West Bengal Pollution Control Committee for STP/FSTPs.

A. Staff

The Bidder shall mention the number and nature of personnel required for O&M in his bid. Non-employment of those personnel during O&M as per the Bid will lead to imposition of penalty as mentioned Contract data.

B. Safety / Security

The Bidder shall take all safety precautions under various acts/Rules under central/State Govt. from time to time and he shall be responsible for safety of its staff and the consequences thereof. The Bidder shall deploy round the clock security personnel at entrance of Plant's premises and in the compound for the safety of the Plant premises for the safety of the Plant, equipment and personnel during this period.

C. Responsibility for damages

The Bidder shall ensure that the staff employed takes all necessary precautions while carrying out the work either in shift duties or any general shift as per Indian Electricity Rules/Factory Act/ CPHEEO Manual, or manufacturer's special instruction for safety / gas handling. The staff should use gas masks, oxygen apparatus, gum boots, safety belts and safety lamps, etc. while carrying out the work in bar screens, sumps etc.

D. Reporting

The Bidder at its own cost will prepare and paint daily and monthly reports (in approved Purba Bardhaman ZP format) of pumping/treatment and project performance and submit to the Purba Bardhaman ZP and will assist the department in preparing the necessary documents for their purpose and record as per proforma given from time to time. The reports shall contain, inter-alia, the following:

Raw Septage quantity and quality and effluent quality as per the monitoring format and other tests as specified in this section shall be submitted to Engineer-in Charge. Treated quality to septage and effluent as per monitoring format and shall be submitted to Engineer-in charge. The plant manage shall verify the daily record as well as the calculations and shall be responsible to generate further data using these.

- A description of the maintenance work carried out in the reporting period.
- A report on major failures, if any, their causes and remedial action taken.
- Sludge quality and quantity (daily basis) in the reporting period.
- Power and chemicals consumed in the reporting period.
- An inventory of the chemicals and spare parts available at the end of the reporting period.
- O&M staff deployed by the Bidder during the reporting period.
- Any major repair works, if any.
- Bidder is required to maintain separate register/computerized records at all sites of following information:
 - i. Pumping register
 - ii. Quantity of septage/ sewage treatment and performance register
 - iii. Working hours register
 - iv. Electric break down register
 - v. Maintenance register
 - vi. Staff attendance register

Site Order Book

Site order book shall be kept by the Engineer-In-Charge at the Plant site. Orders entered in this book by the Purba Bardhaman ZP or his authorized representative shall be held to have been formally communicated to the Bidder. The Engineer-In-Charge or his authorized representative shall sign each order as it is entered and will hand over the duplicate to the Bidder or his agent, who shall sign the original in acknowledgment of having received the order.

F. Technical Audit

The Purba Bardhaman ZP has the right to conduct a technical audit of the Plant and to perform any analysis or inspection he deems necessary. The Bidder shall at his cost provide all assistance the Purba Bardhaman ZP required to complete these inspections. Such audits may cover all or any of the obligations of the Bidder, including without limitation,

- Verification of the system capacity and save for normal wear and tear during the O&M Period.
- Verification of the performance standards and useful life of the individual assets of the Facility, save for normal wear and tear during the O&M Period.
- Verification of the capacity of the Plant to meet output standards during the residual life of the Plant and save for normal deterioration expected during such residual life.
- Sampling, testing and verification of the output standards for treated septage / effluent.

G. Operation and Maintenance Manual

The Bidder shall prepare a detailed program (referred to as O&M Manual) covering the operation and maintenance of the treatment plants as a whole.

The O&M Manual shall include the daily, weekly, monthly, quarterly, half yearly and annual checks and remedies if necessary to be performed for effective operation of the plant, elaborate details

operating and maintenance procedures and policies which are required, advisable and / or necessary of the FSTP facility to achieve full compliance with the operational guarantees and to achieve maintenance and repair standard for the Facility which will ensure compliance with the maintenance specification. The O&M manual shall include inter alia full explanation of all plant procedures and processes.

Without limiting the generality of the foregoing, the O&M Manual shall include descriptions, procedures and shall comply with the requirements, set forth in the provisions of the Bid Documents.

The draft of the O&M Manual shall be subject to the review and approval of Purba Bardhaman ZP, which shall have the right to make any changes and revisions to the O&M manual as it may deem appropriate. The Bidder shall revise such draft O&M Manual prior to the commencement of the O&M period.

At the end of the construction period, the Bidder shall revise the draft O&M Manual to reflect any updates, changes or revisions it deems appropriate, inter-alia based on its experience and as necessary to reflect any modifications or adjustments to the plant.

Without limiting the above, the Bidder shall annually fully review, revise, update and modify the draft O&M Manual as may be necessary or appropriate. Any revision to the draft O&M Manual shall be subject to the review and approval of Purba Bardhaman ZP.

Purba Bardhaman ZP shall have the right to require revisions to the draft O&M Manual as it may deem appropriate. The Bidder shall prepare and submit to Purba Bardhaman ZP, for its review and approval, 30 days prior to the proposed date of commencement of O&M, a revised draft O&M Manual which reflects all changes, revisions and modifications. The Bidder shall prepare the O&M Manual, as approved by the Purba Bardhaman ZP, prior to the start of O&M.

H. TRANSITION PLAN – Taking Over

The transition plan shall include,

- a) Plans to transfer the Faecal Sludge & Septage treatment plant to the subsequent operator as designated by the Purba Bardhaman ZP;
- b) Transition plans with respect to the Operator's personnel including a plan for transition of the Operator's personnel to a subsequent operator;
- c) A proposed process for the transfer of all Contract records to the Purba Bardhaman ZP;
- d) Plans to transfer operations and maintenance functions to the subsequent operator and
- e) A program to train staff of the Purba Bardhaman ZP in all aspects of the operation and maintenance of the Plant and the facilities.

I. Taking Over after completing of O&M Period of 5 Years

- a) The Plant will be taken over by Purba Bardhaman ZP on satisfactory completion of the O&M Period of the plant provided that
- b) The plant / equipment's are in good, smooth-running condition.
- c) The result of the treated effluent/septage quality for last 3 (three) months of operation of the plant is within the limits specified.
- d) In case of major repairs / replacement of equipment, the performance guarantee for such unit/equipment is extended by 6 (six) months from the date of putting back in to satisfactory operation of such unit/equipment in case such putting back is at the end of completion of O&M period.
- e) All records of operation and maintenance are handed over to ZP in proper condition.
- f) The third-party Inspection of the plant viz: Civil mechanical units/equipment, electrical units/equipment, instruments & all other Major & minor units/machines has to be carried out & the defects unsatisfactory working performances of the equipment/machines are to be corrected by the Bidder at his own cost. The necessary third- party inspection agency shall be appointed and payment shall be borne by the Bidder.
- g) The Bidder should repaint the plant including all civil structures, mechanical, electrical equipment's/ units/ structures as per the tender specifications.

In case taking over is delayed on account of Bidder's failure, the O&M period will be extended further till it meets the requirement without any extra cost of Purba Bardhaman ZP. The Bidder will also be penalized for such delays.

2 TECHNICAL SPECIFICATIONS

Technical specifications for Faecal Sludge & Septage Treatment Plant to be read in conjunction with scope of work, design criteria and other technical details:

2.1 INDIAN STANDARDS:

The Indian Standards which are IMPORTANT and are referred to in the general specifications and used in construction works. These standards are to be strictly adhered to unless otherwise is applicable in the relevant context. These standards are to be followed both in respect of materials and construction of civil engineering works included in the tenders.

2.2 MECHANICAL SPECIFICATIONS

The contract includes design, manufacture testing at works, supply and delivery at site, unloading, storing till the time of erection, installation, testing and commissioning of mechanical equipment as per codes mentioned in the following section. It shall be designed, assembled and tested to the satisfaction of the Executive Engineer and shall conform to the relevant standards published by the Indian Standards Institution, wherever available, in order that specific aspects under the Indian Conditions are taken care of.



Signature of applicant including title
and capacity in which application is made