

VIJAYAWADA MUNICIPAL CORPORATION

**NAME OF WORK: REVIVAL / OPERATION & MAINTENANCE OF THE EXISTING BIO-
METHANATION PLANT AT AJIT SINGH NAGAR (3rd Call)**

TECHNICAL BID (VOLUME-I)

(TO BE SUBMITTED IN SEPARATE SEALED COVER 'A')

**OFFICE OF THE CHIEF ENGINEER,
JAWAHARLAL NEHRU BUILDING,
MUNICIPAL CORPORATION,
VIJAYAWADA.**

NAME OF WORK: REVIVAL / O&M OF THE EXISTING BIO METHANATION PLANT
AT AJIT SINGH NAGAR ON (3rd Call)

INDEX		
Chapter	Description	Pages
-	INDEX	2
1	Forwarding Slip to Bid Schedule	3
2	Tender notice	5
3	Instructions to Bidders	7
4	Bid Conditions	10
5	Bid	29
6	Background information of the existing Bio – methanation plant	32
7	Labour	47
8	General Conditions of the Contract	56
9	Obligation of Vijayawada Municipal Corporation and Bidder	61
10	Terms OF Contract	80
11	Special Conditions	96
	ANNEXURE - I- LETTER OF ACCEPTANCE	98
	ANNEXURE – II- FORM OF AGREEMENT	99
	ANNEXURE – III-FORM OF BANK GUARANTEE	101
	ANNEXURE – IV-SECTION-V SCHEDULE –Q (Fair wages clauses)	103
	ANNEXURE – V SECTION-V SCHEDULE – R (labour reports)	105
	ANNEXURE –VI- SCHEDULE OF SUPPLEMENTARY INFORMATION	107
	ANNEXURE - VII-PROFILE OF VIJAYAWADA CITY	134
	ANNEXURE - VIII- PHOTOS	141
	ANNEXURE - IX- SITE PLAN	150
	ANNEXURE - X- CORRIGENDUM/ADDENDUM ISSUED BY VMC	

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CHAPTER – 1**FORWARDING SLIP TO BID SCHEDULE**

SL. NO	DESCRIPTION	DETAILS
1	Name of the Work	REVIVAL / OPERATION & MAINTENANCE OF THE EXISTING BIO METHANATION PLANT AT AJIT SINGH NAGAR (3 rd Call)
2	Earnest money deposit along with submission of completed Bid schedule.	Rs.1,00,000/- [Rupees One Lakh only] in the form of Crossed Demand Draft / Bank Guarantee drawn from any nationalized Bank valid for a period of 45 days beyond the validity period of the bid.
3	Further Security Deposit at the time of entering into agreement	Rs. 200000/- [Rupees Two lakhs only] value including the EMD in the form of crossed Demand Draft / Bank Guarantee drawn from any nationalized Bank within 21 days after awarding of the contract with a validity for a period of 45 days beyond the agreement period.
4	Performance guarantee at the time of entering into agreement	Rs. 1000000/- [Rupees Ten lakhs only] value excluding the EMD in the form of crossed Demand Draft / Bank Guarantee drawn from any nationalized Bank within 21 days after awarding of the contract with a validity for a period of 45 days beyond the agreement period.
5	Name and address of Contractor to whom schedule is issued	
6	Paid through Nationalized Bank Demand Draft	
7	Issue of Documents	From: 10 -08- 2018 to 17- 08-2018

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8	Pre bid meeting	-----
9	Last date for receipt of Bid and time.	17- 08 - 2018 up to 3.00 PM
10	Date of opening of Technical Bid and time	17-08-2018 at 4.30 PM
11	The validity of Bid from the date of opening of technical Bid	6 months
12	Place of receipt of Bid	O/o. Chief Engineer, Municipal Corporation, Vijayawada – 520 001 Phone: 0866 – 2427483, Fax No. 0866 - 2424338

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CHAPTER-2**TENDER NOTICE**

Rc. V1/-164568/11

Dt. 01 -12-2011

VMC is having Bio-METHANATION plant of 3255 KWH power generator capacity which was designed for treating 16 MT of vegetable waste and 4 MT of slaughter house waste and capable of producing 1600 cum of bio – gas per day generated. Presently the plant is not in operation. (VMC) intends to take up **“REVIVAL / OPERATION & MAINTENANCE OF THE EXISTING BIO METHANATION PLANT ” (3rd call)**

VMC is inviting tenders from the reputed Firms, Contractors, government, Non–Governmental Organizations having experience in handling Waste – To – Energy Plants based on the Anaerobic Digestion (AD) process and the technical and financial capability to undertake this assignment.

The bid document can be obtained from www.ourvmc.org/engg/gentenders paying crossed Demand Draft of Rs.20,000/- (Non refundable) drawn in favour of the Commissioner, Municipal Corporation, Vijayawada payable at any Nationalized Bank at Vijayawada and Rs.625/-towards sales tax drawn in favour of the CTO, Vijayawada. The bid document can be downloaded from our web site www.ourvmc.org/engg/gentenders. However, the cost of the tender schedule has to be remitted along with filing of bid document. VMC will not hold responsibility for non receipt of tender document due to any kind of delays.

Issue of Documents : From: 10-08-2018 to 17-08-2018

Pre bid meeting

Submission of Bids : 17-08-2018 up to 3.00 PM

Opening of Technical Bid : 17-08-2018 at 4.30 PM

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For further details contact:

1. Superintending engineer - 2 (cell No - 9866514183)
2. Executive Engineer – 7 (cell No - 09866514179)
3. Email: engineeringvmc@gmail.com
4. Fax No. 0866 – 2424338

The Commissioner, VMC reserves right either to cancel, or to reject, any or all the EOIs and either to postpone or to advance the dates of the bids without assigning any reasons there for.

Sd/- x x x x x x x

COMMISSIONER

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CHAPTER-3

INSTRUCTIONS TO THE BIDDER

3.1 Important dates:

Issue of Documents	: From 10-08-2018 to 17-08-2018
Pre bid meeting	: -----
Submission of Bids	: 17-08-2018 up to 3.00 PM
Opening of Technical Bid	: 17-08-2018 at 4.30 PM

3.2 The Contractor shall be required to pay the E.M.D. along with completed Bid Schedule in the form of Crossed Demand Draft / Bank guarantee drawn from any nationalized bank in favour of Commissioner, VMC valid for 45 days beyond the validity period of the bid.

3.3 The Bid Schedules will be supplied from 10-08-2018 to 17- 08 -2018. **The bid document can be downloaded from our web site www.ourvmc.org/engg/gentenders. However, the costs of the tender schedule and sales tax have to be remitted along with filing of bid document.**

3.4 VMC will not hold responsibility for non receipt of tender document due to any kind of delays. Supply of Bid schedules by post will not be entertained. The Bid documents are non transferable.

3.5 The cost of Bid Schedules (non refundable) will not be refundable under any circumstances. The E.M.D. shall be refunded to the unsuccessful Bidder soon after deciding the Bids.

3.6 The Bids received late or without E.M.D. will summarily be rejected.

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3.7 BID VALIDITY:-

3.7.1 The Bidder must keep his **Bid valid for six months** from the date of submission of Bid. During the above period, no plea by the Bidder for any modification of the Bid based upon or arising out of any alleged misunderstanding or misconception or mistake or for any reasons will be entertained. The Bids received will be decided within a period of six months after the expiry of the last date prescribed for the receipt of the Bids and the decision regarding the disposal of the Bid will be indicated any time within the said period.

3.7.2 The bidder may extend his bid validity for further period beyond the original bid validity date based on the specific request of the dept.

3.8 Cost of bid document: The payment towards cost of Bid document should be in the form of separate crossed demand drafts. Crossed Demand Draft for Rs.10,000/- towards cost of schedule has to be drawn in favour of **Commissioner, VMC** and Crossed Demand Draft for Rs.1,800/- towards Sales Tax has to be drawn in favour of **C.T.O, Sivalayam Street, Vijayawada**. The cost of Bid schedules and E.M.D. in currency notes or interest bearing securities, bank guarantee or insufficient security deposits will not be accepted.

The bidder can use the downloaded document for filing of the bid duly remitting the above amounts at the time submission of the bid.

3.9 If any of the dates notified happens to be a holiday, the next working day will holds good in lieu of the date/dates mentioned.

3.10 Scope of the work under this contract:

3.10.1 VMC is having Bio-METHANATION plant which was designed for treating 16 MT of vegetable waste and 4 MT of slaughter houses waste and capable of producing 1600 cum of bio – gas per day and 3255 KWH power per day. Presently the plant is not in operation and needs refurbishment and Operation & Maintenance. The plant had worked satisfactorily during the period from 2004 to 2008, and it could not be run due to technical reasons. Now the (VMC) intends to take up **“REVIVAL / OPERATION & MAINTENANCE OF THE EXISTING BIO METHANATION PLANT ”**. (3rd call)

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- 3.10.2 The bidder has to Revive / modernize the existing Bio-methanation Plant at Ajit Singh Nagar and maintain the plant for a **SPECIFIC** period of 5 YEARS and handover the plant in good working condition after completion of agreement period. VMC will PAY the successful tenderer total cost of the modernized project including the civil, electromechanical and piping work required for its revitalization and further enter into a separate contract for operation and maintenance of the plant during the entire agreement period. The contractor has to execute the Project on EPC basis while the entire funds would be made available by the VMC. The details of the scope of work are given in the subsequent chapters.
- 3.11 Issue of bid document does not automatically qualify the Bidder.
- 3.12 The Bidder is requested to go through the information given in the subsequent chapters of Bid Schedules, visit the existing Bio METHANATION plant and then file the price bid (cover -B).
- 3.13 VMC will not hold any responsibility for misunderstanding and misinterpretation of bid conditions. The bidder is invited to attend the pre bid meeting to obtain any clarification.
- 3.14 **The Commissioner, VMC reserves the right to reject any or all the Bids without assigning any reasons there for. Hence any Bidder shall have no cause of action or claim against the Vijayawada Municipal Corporation or its Officers, employees, successors or assignee for rejection of his Bid.**

CHAPTER-4

BID CONDITIONS

4.1 VMC is inviting tenders (under TURNKEY method) from the reputed Firms / Registered contractors (Registered as per G.O. Ms. No. 94, dt.01-7-03 of I& CAD Dept. and G.Os issued by the government of A.P. from time to time) / government firms / Non–Governmental Organizations / O&M service providers and individual operators having experience in handling **Waste – To – Energy Plants based on the Anaerobic Digestion (AD) process and financial capability to undertake this assignment.**

4.2 SOURCE OF FUNDS: This assignment shall be taken up by the bidder with the funds provision from VMC.

4.3 COST OF TENDERING: The bidder shall bear all expenses associated with the preparation and submission of his tender and the VMC shall in no case be responsible or liable for reimbursement of such expenses, regardless of the conduct or outcome of the tendering process.

4.4 SITE VISIT: The bidders are advised to visit and examine the site, existing components of the Plants and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the tender and entering into a contract. Bidders are expected to inspect the site before submission of Bid. The costs of any such visits shall be entirely at the Tenderer's own expense. The bidder and any of his personnel or agents will be granted permission by the department to enter upon their premises and lands for the purpose of such inspections, but only upon the express condition that the Tenderer, his personnel or agents, will release indemnify the VMC their personnel and agents from and against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of/or damage to property and any other loss, damage, costs and expenses that may arise however caused, which, but for the exercise of such permission would not have arise.

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4.5 Eligibility criteria:**4.5.1 Physical: Experience:**

4.5.1.1 The bidder should have experience in construction of atleast 5TPD Bio-methanation plant/s / (sewage treatment plants with utilization of gas / conversion of gas into power) in the past 5 years .

4.5.1.2 Operation and maintenance of at least 3 such units running successfully for a period of 36 months in the past 5 years.

4.5.1.3 Experience relating to the works executed in any State / Central Government Departments, or State/Central Public sector Undertakings / Boards / Reputed Firms / Corporations, Municipalities and Municipal Corporations, Urban Development Authorities will be considered.

4.5.1.4 The past performance of the bidder is established from record of successful operation and maintenance. For this purpose testimonials etc., from clients for whom the applicant had executed similar type of works will have to be submitted by the bidder and where necessary reference will be made to previous clients. Tenderers are expected to furnish past performance data for the works referred by them and indicated in Schedules (enclosed in Volume-I).

4.5.2 Financial: The bidder should have annual turnover of at least Rs.3.00 Crores (10% weightage will be given for each year for updating the monetary value) in the last 3 years.

4.5.3 JOINT VENTURE will NOT be considered.

4.6 The Sub-contractors / GPA holders experience shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

4.7 **Equipment:** Each bidder should further indicate the availability of his own Plant, Machinery, vehicles and equipment required to carry out this assignment.

4.8 **Original Certificates:** Originals of the certificates shall be produced at the time of opening of tenders to verify the copies of statements and other information furnished in cover „A“.

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4.9 History of litigation and criminal record: If any criminal cases are pending against him/her/partners at the time of submitting the tender, the tender will be summarily rejected. In this respect the bidder shall submit an affidavit to the effect that the history of litigation, criminal cases pending against him/her/partners furnished by him/her is true. In case it is detected at any stage that the affidavit is false, he will abide by the action taken by the VMC / A .P. Government without approaching any court whatsoever. He will, however, be given suitable opportunity to offer his explanation before action is taken against him.

4.10 Other requirements: Even if the bidder meets all the eligibility and qualification 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 or if he has a record of poor performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure and/or has participated in previous tendering for the same works and had quoted unreasonably high tender price/premium. 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 and the work will be taken over invoking Clause no. 60 (a) of the Preliminary Specification to AP Standard Specification, i.e. General Conditions of Contract, and Conditions of Particular Application.

4.11 CLARIFICATION ON TENDER DOCUMENTS. Tenderers shall carefully examine the Tender Documents and fully inform themselves as to all the conditions and matters, which may in any way affect the work or the cost thereof. Should a Bidder 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 query in writing or by fax to the authority. The VMC will entertain and offer clarifications to any such queries only if they are received prior to the submission date. Written copies of the response of the VMC, including a description of inquiry, but without identifying its source, will be sent as an addendum to all prospective Tenderers, i.e. the persons to whom tenders have been issued. Any verbal information and/or clarification given by any representative of the VMC shall not be binding. To assist in the examination, evaluation and comparison of the tenders, the Chief Engineer, VMC may ask

Tenderers individually for clarification of their tenders. The request for clarification and response shall be in writing or by cable.

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CHIEF ENGINEER

4.12 AMENDMENT OF TENDER DOCUMENTS: At any time prior to the dead line for submission of Tenders, the VMC may for any reason, whether at its own initiative or in response to the clarifications requested by the prospective Tenderers, modify the Tender Documents by issuing an Addendum. Such addenda will be sent in writing or by fax or by e-mail to all prospective Tenderers who have purchased the Tender Documents and will be binding upon them. Prospective tenderers shall acknowledge receipt of each addendum by cable and confirm in writing. The Tenderers shall duly sign and return one copy of each Addendum, along with their Tenders, which shall form part of their Tenders.

4.13 TENDER QUOTE (Cover – B): The bidder shall quote the net Price of Project Revival inclusive of new civil work, equipment repairs and overhauling, design and engineering services, Machinery Renovation / Operation & Maintenance and commissioning of the Project. VMC WILL HAVE OPTION EITHER TO TAKE CHARGE OF THE PROJECT AFTER COMMISSIONING OR ENTER INTO A NEW CONTRACT FOR OPERATION AND MAINTENANCE OF THE PLANT. VMC will have the liberty to utilize and sale the by-products generated from Bio-methanation plant. It would be in its sole discretion to safely take care of the byproducts, products and rejects coming from the plant and the decision of VMC shall be final and binding on the bidder.

4.14 VARIATIONS IN TENDERING CONDITIONS:-Each bidder shall submit an offer, which complies with the requirements of the Tender Documents, including the basic technical data as indicated in the Specification Drawing and Specifications. The bidder is requested to submit any queries in writing or fax addressed to the VMC to reach this office before submission of bids.

4.15 FORMAT AND SIGNING OF TENDERS:

4.15.1 The bidder shall prepare one copy of the documents comprising the tender.

4.15.2 The copy of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to bind the bidder to the Contract. Proof of authorization shall be furnished in the form of a certified copy of Power of Attorney, which shall accompany the tender. The person or persons signing the tender shall initial all pages of the tender where entries or amendment have been made.

4.15.3 The completed tender shall be without alterations, inter-lineation or erasures except those which accord with instructions given by the VMC, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

SIGNATURE OF BIDDER

CHIEF ENGINEER

4.15.4 Each bidder shall submit only one tender. No bidder shall participate in the tender of another for the same contract in any capacity whatsoever.

4.15.5 Tenders not submitted in the proper form or in due time, will be rejected. No alterations which have been made by the bidder in the Form of Contract, the Conditions of the Contract, the Specification Drawings, Specifications or quantities accompanying the same, will be recognized, and if any such alterations have been made, the tender will be void.

4.16 WITHDRAWAL OF TENDERS:

4.16.1 The Bidder may withdraw his tender after tender submission, provided that the notice of withdrawal is received in writing by the VMC prior to the prescribed dead line for submission of tenders.

4.16.2 The Bidder's notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with provision Clause of NIT for submission of tender, with the envelope marked "Withdrawals".

4.16.3 No tender may be withdrawn after the deadline for submission of tenders.

4.16.4 Withdrawal of a tender by a bidder during the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified in the Form of Tender shall result in the forfeiture of the EMD pursuant to Clause of NIT.

4.17 PROCESS TO BE CONFIDENTIAL:

4.17.1 After the opening of tenders as per Clause NIT, information relating to examination, clarification, evaluation and comparison of tenders and recommendations, concerning the award of contract shall not be disclosed to the Tenderers or any other persons not officially concerned with the process until the award of the Contract to the successful BIDDER has been announced.

4.17.2 Any effort by any bidder to influence the officials of VMC in the examination, clarification, evaluation and comparison of tenders, and in any decisions concerning award of a contract, may result in the rejection of the Tenderer's tender.

4.18 RELATIVES OF BIDDER WORKING IN VMC: Bidder shall not be eligible to Bid for works in a division where any of his near relatives employed in the rank of Asst. Commissioner and above on Administration side, Asst. Engineer and above on the Engineering side and Accountant and above on Accounts & Finance side in Vijayawada Municipal Corporation. The contractor shall intimate the name of persons who are working with him in any capacity or subsequently employed. He shall also furnish a list of Non-Gazetted Corporation employees related to him. Failure to furnish such information shall render him liable to be removed from the list of approved contractors and his contract liable for cancellation. Near Relatives are:

Sons, Step-sons, Daughters and Step-daughters.

Son-in-laws and Daughter-in-laws.

Brother-in-laws and Sister-in-laws.

Brothers and sisters

Father and Mother.

Wife and Husband.

Father-in-law and Mother-in-law.

Nephews, Nieces, Uncles and Aunties.

Cousins and

Any person residing with the contractor.

4.19 SUBMISSION OF TENDERS:

4.19.1 The tenders will be received up to **3.00 PM 17-08-2018** at the office of the Chief Engineer, Jawaharlal Nehru Building, 1- town, Vijayawada-520001.

4.19.2 Bids received after the due date and time will summarily be rejected. The Bidder can submit the Bid either personally or through his agent or by post. In case of submission of Bid by post, the risk and responsibility for either loss or delays in transit of the same is to be borne by the Bidder and the Bid opening authority will not consider any Bid received by him after expiry of date and time fixed for receipt of Bid. **The department is not responsible for any postal delay in submission of bid.**

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CHIEF ENGINEER

- 4.19.3 If the Bid is made by an individual, it should be signed with his full signature and his address shall be given. If it is made by a firm, it shall also be signed with the Co-Partnership name by a member of the firm who shall sign, furnish his own name, and address of each member of the firm shall be given. If the Bid is made by a corporation, it shall be signed by a duly authorized officer, who should produce authorization along with his Bid.
- 4.19.4 Bid proposals shall be submitted in the original document/downloaded document. Proposals must be prepared in indelible ink and be signed by the authorized representative of the Contractor/firm.
- 4.19.5 EMD Each Bid while submitting completed Bid schedules must pay the Earnest Money (Not to bear any interest) of **Rs.1,00,000/-** (Rupees: One Lakh only) by way of crossed Demand Draft (Non refundable) / in the form of bank guarantee) drawn in favour of the Commissioner, Municipal Corporation, Vijayawada payable at any Nationalized Bank at Vijayawada valid for 45 days beyond the bid validity period.
- 4.19.6 If the contractor fails to quote his rates correctly both in figures/words, the Bid will be treated as incomplete and will be rejected.**
- 4.19.7 Bids not submitted in proper form or with in stipulated time will be rejected. No alteration shall be made by the Bidder in the contract form, the conditions of contract, the drawings specifications or quantities accompanying the same. If any such alterations are made, the Bid will be void.
- 4.19.8 Bids must be submitted in Two cover system containing Technical Bid (cover-A) and Financial Bid (cover –B) in two separate sealed covers.**

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CHIEF ENGINEER

4.19.8.1 Technical Bid : (To be enclosed in Sealed Cover ‘A’) All technical proposals shall be placed in one envelope clearly marked “**Technical Bid**”
The Technical proposals shall contain all the prequalifying criteria specified in the Bid document such as Bidder’s experience, staff proposed to be employed, methodology, work plan, certificates etc.,. The following certificates shall accompany the technical bid.

- 4.19.8.1.1 **Volume** – 1 of the tender schedule (Technical bid)
- 4.19.8.1.2 **Corrigendum issued by Chief Engineer, VMC, if any.**
- 4.19.8.1.3 Schedules of Supplementary Information
- 4.19.8.1.4 Schedule B - Bank Guarantee
- 4.19.8.1.5 Schedule C - Latest Income Tax Clearance Certificate (Form – I)
- 4.19.8.1.6 Schedule D - GST Certificate
- 4.19.8.1.7 Schedule E - Turnover Certificate for last 3 years / Audited Financial statement
- 4.19.8.1.8 Schedule F - Project Experience Record
- 4.19.8.1.9 Schedule G - Maintenance Equipment
- 4.19.8.1.10 Schedule H - Personnel
- 4.19.8.1.11 Schedule J - Bio-data of Technical Personnel of Tenderer
- 4.19.8.1.12 Schedule K - Record of Arbitration and Litigation
- 4.19.8.1.13 Schedule L - History of Criminal Cases
- 4.19.8.1.14 Schedule M - Form of General Power of Attorney
- 4.19.8.1.15 Schedule N - Joint venture Agreement (if applicable)
- 4.19.8.1.16 Schedule P - Copy of the Contractor’s / Firm Registration.
- 4.19.8.1.17 Schedule Q - Affidavit

4.19.8.2 Financial Bid (cover –B): The financial proposals in another envelope marked “**Financial Bid.**”

4.19.8.3 Cover –C: These two envelopes, in turn, shall be sealed in an outer envelope bearing the Following Information super scribed on the envelope. BID DOCUMENT FOR THE WORK: REVIVAL /

OPERATION & MAINTENANCE OF THE EXISTING BIO METHANATION PLANT (EPC MODEL)".

4.19.9 The name of the bidder shall be noted on the all the sealed covers. The Bid should be filed at O/o Chief Engineer, Jawaharlal Nehru Building, Municipal Corporation, Vijayawada **in the tender box assigned for the purpose.**

4.19.10 **In case, if the proposals are submitted by post , the Outer envelope duly sealed and** bearing the Following Information super scribed on the envelope.

BID DOCUMENT FOR THE WORK: **REVIVAL /
OPERATION & MAINTENANCE OF THE EXISTING BIO
METHANATION PLANT ON TURNKEY "**.

Shall not be opened except in the presence of Chief Engineer, VMC, and not before 4.30 PM on 17-08- 2018

4.19.11 All bids shall be addressed to: The Commissioner, Jawaharlal Nehru Building, MUNICIPAL CORPORATION, Vijayawada – 520 001.

4.19.12 The completed technical and financial proposals must be delivered to the above address on or before **15.00 hours on 17 - 08 - 2018.**

4.19.13 Technical and financial proposals shall be written in English including reports. The Commissioner, VMC reserves the right to modify and extend the deadline for the submission of proposals without assigning any reasons.

4.20 **TENDER OPENING:**

4.20.1 The Chief Engineer, VMC or authorized officer designated by the Chief Engineer, VMC will open the Technical Bids (Cover-A"s) and any submissions made pursuant to Clause of NIT, in his office, **at 4.30 PM** on 17-08-2018 in the presence of the Tenderers or their representatives who choose to attend, all of whom sign a register as evidence of their attendance.

SIGNATURE OF BIDDER

CHIEF ENGINEER

- 4.20.2 The Bidders or their agents are expected to be present at the time of opening of Bids. If any of the Bidders or their agents find inconvenient to be present at the time of opening the Bid, the Bid receiving officer will on opening the Bid of the absentee Bidder, make initial on the unattested corrections. The Bidder shall then accept these corrections without any question whatsoever.
- 4.20.3 Date of opening of Financial bids will be intimated after due evaluation of Technical Bids. The Financial bids of Technically Qualifying bidders only will be opened, and will be intimated well in advance.
- 4.20.4 Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause of NIT, shall not be opened and shall be returned to the BIDDER on completion of the Tender acceptance process.
- 4.20.5 Cover „C“ of the remaining tenders shall be examined and their condition will be minute. Any Tenders in which the Cover „C“ is found unsealed or is damaged such that Covers „A“ or „B“ can be exchanged without damaging the cover further or damaging the seal shall be rejected, and minute.
- 4.20.6 Cover „C“ of the remaining tenders shall then be opened and the condition of covers „A“ and „B“ examined to ensure that they are properly sealed and their condition minute. Any tenders, in which either of the covers A or B is found to be unsealed, shall not be opened and shall be rejected. Any such action shall also be minute.
- 4.20.7 The sealed covers „A“ will be opened. The tender will be rejected and the cover „B“ will not be opened if the bidder does not meet the any of the following:
- 4.20.7.1 If the eligibility and qualification criteria are not in accordance with various Clauses of NIT.
- 4.20.7.2 If the latest Income Tax Certificate is not enclosed.
- 4.20.7.3 If the latest Sales Tax Certificate is not enclosed.
- 4.20.7.4 If the registration certificate is not enclosed if applicable.
- 4.20.7.5 If the Affidavit is not enclosed.
- 4.20.7.6 If the Power of Attorney is not enclosed (if required).
- 4.20.7.7 If the history of criminal cases is not enclosed.

SIGNATURE OF BIDDER

CHIEF ENGINEER

4.20.7.8 If the record of litigation and arbitration is not enclosed.

4.20.7.9 If the Joint Venture agreement is not enclosed in case of bids received from Joint venture of two or more firms / contractors (if applicable)

4.20.7.10 If addenda if issued by the CE, VMC are not enclosed.

4.20.7.11 If audited balance sheets and the profit & loss account sheets for the last five years.

4.20.7.12 If EMD in the form of D.D./B.G. worth **of Rs.50,000/- is not furnished.**

4.20.7.13 If downloaded document is used for filing of the tender, cost of tender schedule together with sales tax on the schedule cost.

4.20.8 Any such conditions shall be minute and the cover „B“ shall not be opened. It shall then be kept in the safe custody of the VMC, until the tender process is finished.

4.20.9 At the time of opening of the Cover-A"s (i.e. Technical Bids), the Chief Engineer, VMC would announce any written notification of tender withdrawals, the presence of the requisite EMD or not, and such other details as the Tender opening authority may consider appropriate to be announced.

4.20.10 The VMC shall prepare, for his own record, minutes of the tender opening, including the information disclosed to those present in accordance with Sub-clauses.

4.21 **DETERMINATION OF RESPONSIVENESS:**

4.21.1 Prior to the detailed evaluation of tenders, the VMC would 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.

4.21.2 Any tender which is not substantially responsive to the requirements of the Tender Documents would be rejected by the VMC and may not subsequently be made responsive by the Bidder correcting or withdrawing the non-conforming deviation(s) or reservation(s).

4.22 **CHECKING FOR AND CORRECTION OF ERRORS:**

SIGNATURE OF BIDDER

CHIEF ENGINEER

- 4.22.1 Tenders determined to be substantially responsive will be checked by the Chief Engineer, VMC for any discrepancy between the quoted value in figures and in words. Should any discrepancy be found the value in words would govern.
- 4.22.2 Any tender value / discount that is found to be incorrect as described in the above Sub-clause will be recorded and attested by the Chief Engineer, VMC or authorized officer designated by the Chief Engineer, VMC at the time of opening the Cover-B (i.e. Price Bid). With the concurrence of the affected Tenderer, the corrected value shall be considered binding. If the bidder does not accept the corrected tender, the tender will be rejected and the EMD will be forfeited.

4.23 **EVALUATION AND COMPARISON OF TENDERS:**

- 4.23.1 The VMC will evaluate and compare only those tenders, which have been determined to be substantially responsive to the requirements of the Tender Documents in accordance with Clauses of NIT.
- 4.23.2 Comparison of the substantially responsive tenders by the VMC shall comprise comparison of the tender lump sum quoted value for each tender following any corrections required as described in Clauses of NIT.
- 4.23.3 Evaluation of the tenders shall comprise an assessment of the impact of any material deviations or reservations that may have been placed on any of the tenders which may affect the O&M activities in the manner and/or the time specified, and their relationship to the tender value offered. Such deviations or reservations will not be permitted, and such Tender shall be rejected. Record of arbitration/Litigation shall also be taken into account at the time of evaluation of Tenders.
- 4.23.4 **Conditional tenders will be summarily rejected and no correspondence will be entertained in this regard.**
- 4.23.5 **Each bidder has to give a power point presentation on the proposal for revival of the plant and action plan on the operation and maintenance of the plant, revenue generated from the plants. The bidder shall submit a process diagram for revival/Operation & Maintenance of the plant and also methodology and work plan.**

SIGNATURE OF BIDDER

CHIEF ENGINEER

4.23.6 After carrying out the technical evaluation of the bids as per NIT clauses, the financial bids will be opened for the bidders who qualified as per technical qualification criteria and financial turnovers mentioned in the clauses of NIT.

Technical proposals submitted by the bidder will be evaluated with respect to codes and standard practices. After evaluation of the technical proposal, VMC may request the bidder to modify and change any of the item/s as required by the VMC.

4.23.7 Then Cover - B will be opened in presence of technically responsive bidders. The bidder with the lowest price of Bio-methanation plant quoted to VMC will be selected as successful bidder.

4.23.8 All details regarding capital investments and costs required for modification of plant have are to be furnished along with the bid.

4.23.9 The Competent Authority shall initially verify the correctness of the qualification criteria and certificates of the Tenderers submitting the three lowest conforming tenders. Attention shall be paid to the statements of experience, the authenticated agreements of previous assignments executed, and the histories of arbitration and litigation and the trend in growth of business.

4.23.10 Financial bids of qualified bidders i.e., both financially and technically qualified will be opened on the pre fixed date which was communicated to the successful bidders with a week advance.

4.23.11 Before recommending/accepting the tender, the tender accepting authority will verify the correctness of certificates submitted to meet the eligibility criteria and specifically for experience, the authenticated agreements of previous works executed by the lowest bidder shall be called for.

4.23.12 The EMD shall be returned to the qualified but unsuccessful bidder either after finalization of tenders or on expiry of validity of tenders whichever is earlier.

4.24 At the time of opening the Cover-B"s (i.e. Price Bids), the Chief Engineer , VMC would announce the quoted lump sum value to carryout this assignment by the bidder whose Cover-B"s (i.e. Price Bids) are opened.

SIGNATURE OF BIDDER

CHIEF ENGINEER

4.25 NEGOTIATIONS:

- 4.25.1 Prior to the validity period of the bid, the successful bidder who has quoted the lowest price of Bio-methanation plant offered to VMC will be invited for negotiation.
- 4.25.2 The aim is to reach an agreement on all technical issues and to initiate a draft contract as per the conclusion of negotiations.
- 4.25.3 Negotiations will commence with a discussion of technical proposal, the proposed methodology (work plan), staffing and suggestions that have made to improve the system. Agreement must then be reached on the final document the staffing, bar charts, which will indicate activities, staff, logistic etc.,

4.26 PURVIEW OF THE CONTRACT: All the transactions pertains to this assignment will falls under the purview of APDSS, departmental codes, Municipal ACT, Government orders, manuals, IS codes, and all relevant guide lines. CPCB, APPCB, CPHHEO Policies should be covered.

4.27 AWARD OF CONTRACT:

4.27.1 AWARD CRITERIA: The Commissioner / Municipal Council / Government will award the contract to the bidder whose tender has been determined to be qualified and substantially responsive to the Tender Documents and who has submitted the best tender according to the comparison and evaluation process described in this tender. Normally this shall be the substantially responsive bidder offering.

4.28 VMC will award the Contract to the bidder who has given the lowest and negotiated Price for the Supply and Commissioning (Operation & Maintenance) of the above said Bio-methanation plant on EPC basis. VMC will have the liberty to utilize and sale the by-products generated from Bio-methanation plant. It would be in its sole discretion to safely take care of the byproducts, products and rejects coming from the plant and the decision of VMC shall be final and binding on the successful bidder.

SIGNATURE OF BIDDER

CHIEF ENGINEER

4.28.2 VMC'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL

TENDERS: The Commissioner reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to the award of Contract without thereby incurring any liability to the affected bidder or Tenderers on the grounds of its action.

4.29 NOTIFICATION OF AWARD:

- 4.29.1 Prior to the expiration of the tender validity period prescribed in Clauses of NIT, the Chief Engineer, Municipal Corporation, Vijayawada will notify the successful bidder by fax, letter, or in some other written form, that his tender has been accepted. This letter hereinafter and conditions of contract called "Letter of Acceptance", will confirm the tender value.
- 4.29.2 The Letter of Acceptance will constitute notification of the intention to enter into a contract with the bidder for carrying out the operation and maintenance activity.
- 4.29.3 As soon as the successful bidder submits the security deposit in accordance with the provisions of NIT, and has signed the agreement, the Chief Engineer, VMC will promptly return/discharge the EMD of the unsuccessful Tenderers.

4.30 SIGNING OF AGREEMENT:

- 4.30.1 At the same time as the Chief Engineer, Municipal Corporation, Vijayawada notifies the successful bidder that his tender has been accepted, the VMC will send the bidder the Form of Agreement, incorporating all the agreements between the parties provided in the Tendering Document, and the Conditions of Contract, Schedules.
- 4.30.2 Within 15 days of receipt of Form of Agreement, the successful bidder shall sign the Form and return it to VMC.

SIGNATURE OF BIDDER

CHIEF ENGINEER

4.31 SECURITY DEPOSIT :

- 4.31.1 Within 15 days of receipt of the Letter of Acceptance from the Chief Engineer, Municipal Corporation, Vijayawada, VMC the successful bidder shall furnish the VMC Further Security Deposit and Performance guarantee for the amounts of Rs. 2.00 Lakhs and Rs.10.00 lakhs respectively in the form of crossed Demand Draft or a Bank Guarantee, valid for a period of 45 days beyond agreement period.
- 4.31.2 The Bank Guarantee shall be issued by any Scheduled Bank / Nationalized Bank located in India, as chosen by the Tenderer.
- 4.31.3 The Security Deposit will be returned to the Contractor at the end of assignment, subject to the satisfactory performance of the contract in all respects, less any dues owing from the contract.
- 4.31.4 Failure of the successful bidder to comply with the requirements of Clauses of NIT shall constitute sufficient grounds for the annulment of the award as per the agreement conditions and forfeiture of the deposits.
- 4.31.5 At his own expenses and prior to submitting Bid, Each Bidder shall
- a) examine the contract documents,
 - b) visit the site and determine the local conditions which in any way affect the performance of the work including the prevailing wages and other pertinent cost factors,
 - c) familiarize himself with all Central, state and local laws, ordinance, rules, regulations and other codes affecting the performance of the work including the cost of permits and licenses required for the work.
 - d) make such investigations including investigations of sub-surface of latest physical conditions at the site where the work is to be performed as he may deem necessary for performance of the contract documents,
 - e) determine the character, quality and quantities of the work to be performed and the materials and equipments to be provided and correlate his observations, investigations and determinations with the requirements of the contract documents.

SIGNATURE OF BIDDER

CHIEF ENGINEER

- 4.32 The contract document show and describe the existing conditions as they are believed to exist, and investigations, and other works, Engineer-in-charge shall not be liable for any loss sustained by the contractor resulting from any variation between the conditions and data given in contract documents and the actual conditions revealed during progress of the work. The submission of the Bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this clause.
- 4.33 Prices, wordings and notations must be in ink or typewriter, No erasures will be permitted. Mistakes may be crossed out and corrections typed or written in ink adjacent there to and must to be initialed in ink by the person or persons signing the Bid. All extensions of prices and arithmetic shall be checked before submission of the Bid.
- 4.34 Commissioner, VMC reserves the right to reject any of the Bid or all the Bids without assigning any reasons there for. Any Bidder shall have no cause of action or claim against the VMC, it's officers, employees, successors or assignee for rejection of his Bid.
- 4.35 The earnest money will be retained in the case of successful Bidder, and will not carry any interest.
- 4.36 Failure to attend the Chief Engineer, Vijayawada Municipal Corporation office on the date fixed in the written intimation and enter into required agreement shall entail forfeiture of the earnest money paid by the Bidder. The written agreement to be entered into between the contractor and Commissioner shall be the foundation of the rights and the obligation of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into contract on behalf of the Commissioner
- 4.37 The contractor shall not, without the written consent of the Commissioner, Vijayawada Municipal Corporation assign the contract or sublet any portion of the same to any other person/ Agency.

SIGNATURE OF BIDDER

CHIEF ENGINEER

- 4.38 The operation and maintenance contract covered by the agreement shall be in force for continuous **5 years** from the date of commissioning of the BIO-METHANATION plant.
- 4.39 The operation and maintenance contract is extendable for further period as per VMC requirement with mutual consent of both parties.
- 4.40 **FSD AND PERFORMANCE GUARANTEE AMOUNT** will be returned to the contractor within **60 days** of hand over of facilities to VMC in good working condition and after satisfaction completion of contract period.
- 4.41 The Operation and maintenance of the Biomethanation plant Vijayawada city which is a part of essential public utility services, the Commissioner or the authority competent to accept the Bid, reserve the right to put an end to the contract without issuing notice or assigning any reasons in case of emergency or / by giving **30 days** notice duly forfeiting the **EMD & FSD** in addition to the penalties, fines imposed (if any) on the matter as they may be or f or failure on the part of the contractor to maintain the satisfactory performance of plant, or employ maintenance service personnel as required, inaction, negligence and non-compliance of contractual obligation by the contracting agency. The contracting agency would be responsible for all the consequences on termination of contract and the VMC will not consider any sort of claim/compensation there for.
- 4.42 Laws covering the contract:- The contract shall be governed by the laws of the Indian Republic for the time being.
- 4.43 Bidders are expected to furnish information documentary evidence in support of information / particulars furnished in respect of their experience, details of works(s) carried out/on hand also record of arbitration and litigations (if any).

CHAPTER 5**B I D****To**

**The Commissioner,
Jawahar Lal Nehru Building,
Municipal Corporation,
VIJAYAWADA.**

I/We, _____ do
hereby under take to execute the following viz., “REVIVAL /
OPERATION & MAINTENANCE OF THE EXISTING BIO METHANATION PLANT
AT AJIT SINGH NAGAR “ as described in the specifications with such variations
by way of alterations or additions to and omission from the said work and
method of payment as provided for in the conditions of contract for the sum of
Rs. _____ (Rupees
_____) such other sum as may be quoted and
payment shall be made as per the terms specified and finalized vide
this Agreement.

I/We agree to keep the offer in this Bid valid for period of (6) months and not to modify the whole or any part of it for any reasons within the above period. If the Bid is withdrawn by me/us for any reason whatsoever, the earnest money deposited by me/us will be forfeited to VMC.

I/We hereby distinctly and expressly declare and acknowledge that before the submission of my/our Bid I/We have carefully followed the terms and conditions in the Notice Inviting Bid (BID) and have read the Andhra Pradesh Detailed Standard Specification and the preliminary specifications therein and that I/We have made such examination of the contract documents, plans, relevant specifications, location where the said work is to be done and such investigation of the work

SIGNATURE OF BIDDER

CHIEF ENGINEER

required to be done and in regard to the materials required to be furnished as to be entered in words and figures enabling me/us to understand thoroughly the intention of the same and the requirement, agreements, stipulations and restrictions contained in the contract and in the said plans and specifications and distinctly agree that I/We will not here after make any claim or demand upon the VMC based upon arising out of any alleged misunderstanding / misconception / mistake on my/our part of the said requirements, covenants, agreements, stipulations, restrictions and conditions.

I/We enclosed Demand Draft/Pay Orders/Banker's Cheque/ Bank guarantee along with the completed Bid schedule for the payment of sum of Rs. _____

(Rupees _____) through
DD/PO/BC/BG

No _____ Dt. _____ E.M.D will not to bear interest. If my/our Bid is not accepted, the earnest money deposit shall be returned to me/us or my/our application when intimation is sent to me/us of rejection or at the expiration of six months after the last date prescribed for the receipt of Bids. If my/our Bid is accepted, the earnest money shall be retained by VMC as security for the due fulfillment of the contract. If upon written intimation to me/us by the office of the Chief Engineer fail to attend the said office on the date there in fixed or if upon intimation being given to me/us by the Chief Engineer of acceptance of my/our Bid I/We fail to make the additional security deposit and to enter into the required agreement as defined in NIT of the Bid notice then I/We agree to the forfeiture of the earnest money.

Any notice required to be served on me/us here under shall be sufficiently served on me/us if delivered to me/us personally or forwarded to me/us by post to (registered or ordinary) or left any my/our address given herein. Such notice shall if sent by post be deemed to have been served on me/us at the time when in due course of post it would be delivered at the address to which it is sent.

I/We fully understand that the written agreement to be entered into between me/us and the VMC shall be the foundation of the rights of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by me/us and then by the proper officer authorized to enter into contracts on behalf of VMC.

SIGNATURE OF BIDDER

CHIEF ENGINEER

Name:

H.No.:

Locality:

Town/City/Postal Pin code

Contact telephone No. (With STD code)

Cell No.

SIGNATURE OF BIDDER

CHIEF ENGINEER

CHAPTER – 6

BACKGROUND INFORMATION OF THE EXISTING BIO - METHANATION PLANT

6.1 Introduction:

- 6.1.1** The National Bio energy Board (NBB) established under Ministry of Non-Conventional Energy Source (MNES) is implementing a United Nations Development Program (UNDP) Global Environment Facility (GEF) assisted project on „“ Development of High Rate Bio METHANATION Processes as means of reducing Green House Gases Emissions” As a part of this project, the NBB and Vijayawada Municipal Corporation (VMC) are setting up a Bio METHANATION system for generation of power from 20 MT., of vegetable and slaughter house waste at Ajit Singh Nagar, Vijayawada.
- 6.1.2** The bio methanation plant was established under the assistance of UNDP/GEF program and ministry of Non – conventional energy sources. New Delhi through M/s Maihem Engineers Pvt. Ltd, Pune in the year 2002-2003
- 6.1.3** M/s Milhem Engineer Pvt. Ltd, Pune was constructed the including Design, Detailed Engineering, Supply, Construction, Erection, Testing and Commissioning of the plant of 20 TPD capacity and its continued operation and Maintenance for Twelve months.

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CHIEF ENGINEER

6.2 Type and quantity of waste available for this project:–

Sr.No	Type	Quantity
1	Vegetable Market yard waste	16 MT per day
2	Slaughter house waste	4 MT per day
3	Sewage water for dilution	30000 lit per day
4	Sewage sludge Methane Gas produced by the STPs	4 MT per day STPs of 20 MLD @ 40 MLD

6.3 Location of the project: The Project is located behind the VMC Sewage Treatment Plant, Ajithsinghnagar, Vijayawada, Andhra Pradesh.

6.4 Raw material availability:

The total quantity of waste available is as follows:

Sewage sludge	54 MT/day
Vegetable Market waste	30 MT/ day
Slaughter house waste	4 MT/ day

6.5 Plant Capacity: To treat 16 MT per day of vegetable market waste and 4 MT per day of slaughterhouse waste. 20 m³ of sewage wastewater from clarifier overflow will be used for dilution of vegetable and slaughter house waste. 4-5 MT of sewage sludge will also be used to augment the shortfall in the solids composition of vegetable or slaughterhouse waste.

6.6 Salient Features of the Bio - METHANATION Technology: Among the various configurations of the methane digesters, which forms important equipment in the anaerobic treatment plant design, up flow Anaerobic Sludge Blanket (UASB) design of the methane digester has become a very popular design since the introduction of the same by Dr. Lettingah of the Wageningen University in the Netherlands. Various alternative designs are available all over the world, however the UASB has certain distinctive advantages which are listed here under:

6.6.1 UASB design seems to be highly suitable for the treatment of waste waters containing more than 75% of the Biological Oxygen Demand (BOD) in the form of soluble solids i.e. waste water containing high ratio of soluble to suspended solids.

SIGNATURE OF BIDDER

CHIEF ENGINEER

- 6.6.2 The loading rates i.e. Kg of BOD treated per cubic meters of the digester volume per day are reported to be very high when compared to the alternative designs.
- 6.6.3 The digester design does not use any packing media. This eliminates the need of frequent replacement of the packing media. Therefore the maintenance cost is considerably reduced. Absence of packing media also reduces the risk of clogging.
- 6.6.4 UASB process is quite stable but requires initial long period of stabilization.
- 6.6.5 One of the disadvantages of the UASB design is long periods of stabilization, and requirement of the specially developed seeding sludge. The main disadvantage in using UASB process is its unsuitability to treat waste having large percentage of suspended solids.
- 6.6.6 To overcome the above disadvantage, it is envisaged for a special hybrid design to treat solid slurry wastes. This is a two stage design. The sizes of the digesters for the first stage and the second stage are decided on the basis of the suspended organic contents of the slurry to be treated. The first stage fermentation is hydrolysis stage and the second methanation and polishing stage. The first stage is designed to give maximum solid retention time for the hydrolysis and the second stage is either proprietary modular UASB construction or specially developed hybrid design. The design has been tried in a number of applications like kitchen poultry, cow dung and slaughter house waste.
- 6.6.7 This technology has by now been well established, hence has been selected to give desired results for treatment of vegetable waste and slaughterhouse waste.

6.8 Unit-wise details of the plant (existing):

Sr. No	Equipment	Technical Specification	Qty
1.	Waste receiving compactor	Mild Steel fabricated with hydraulic power pack; Vol. 12cum	1
2.	Sorting Belt	Flat type belt conveyor, width 1m	1
3.	Shredding table	Suitable for Shredder/ Crushers	1
4.	Shredder	1.5 Ton/hr capacity shredder with 4 poles induction motor (7.5HP /415 V / 3 phase / 50 Hz). Shredder Blades have high wearing Resistance. Cutter blades made of Tool Steel. The body casing will be in Mild Steel	2 Nos.

5.	Feed Pumps	Submersible handling pump, MOC - SS	2 Nos.
6.	Anaerobic Digesters Top Cover (Primary and Secondary)	In FRP reinforced with MS	2 Set
7.	Digester Internals (Primary & Secondary)	Proprietary Internal Modules and Launderers made in FRP reinforced with MS	2 Set
8.	Scum Breaker Mechanism	Blades in FRP with MS reinforcement with Speed reduction drive & Electric Motor	2 Set
9.	Overflow Pumps (Secondary Digester Feed Pump)	Submersible solid handling pump	2 Nos.
10.	Decanter feed Pump	Submersible solid handling pump, MOC - SS	2 Nos.
11.	Recycle Pump	Submersible solid handling pump	2 Nos.
12.	Biogas Balloon	100 cum capacity Neoprene type, rodent proof	3 Nos.
13.	Biogas Generator Set	125 kVA – 100% Biogas Genset	1
14.	Piping	U-PVC / MS / HDPE / GI	Set
15.	Electrical work	Armored / Flexible cables, Standard IS marked	Set
16.	Control Panel	MS, powder coated (Industrial Type)	2
17.	Biogas Blower with motor	Roots type, coated internals	1
18.	Biogas holder Tank	MS with FRP lining	1
19.	Instrumentation	Level controllers, safety valve, pressure switch, pressure gauge, Biogas flowmeter, PLC, etc.	Set
20.	Misc	Earthing, flare repair, fire extinguishers, decanter (dewatering) repair, moisture traps, flame arrestor, transformer repairs	Set
Allied services like desludging, installations, testing and commissioning			

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6.9 Civil Works:

Unit	Specifications	Qty
Feed handling Shed	Brickwork upto 1.5m, rest in GI sheet with roof in GI sheet	1 No.
Misc	Repairs of the existing required civil structures as per the process	Set

6.10 Land area with separate built – up area:

$$\begin{aligned} \text{Total land area} &= 2850 \text{ m}^2 \\ \text{Total built up area} &= 362 \text{ m}^2 \end{aligned}$$

6.11 Bidder Scope of work

- Methane gas produced by STPs to be carried to the plant by laying sufficient pipelines and the same may be used for power generation.
- Layout and Flow Diagrams for Organic Waste Management Plant
- Fabrication, Supply, Installation of all mechanical and electrical items to make the plant functional.
- Civil Works and repairs are per process requirement to make the plant functional
- Desludging the existing chamber and digesters.
- Commissioning of the Biomethanation Plant with your operator for 30 days from the date of installation.
- Issue of Operation and Maintenance manuals.
- O&M for 5 years

6.12 VMC Scope

- Provide 3 Phase, 440 volts electrical supply within 5meters of the plant area as required free of cost.
- Provide a pressurized fresh water line connection as required free of cost.
- Minimum 85% segregated organic waste will be provided at a specific point in the plant.
- All necessary arrangements for disposal of inerts / rejects and digestate bio-manure along with treated liquid overflow connected to the drainage line to be done to meet statutory requirements related to environment, health and safety, urban local body, pollution control authorities.
- All statutory requirement related to environment, health and safety, urban local body, pollution control authorities.
- Any other service / equipment not mentioned in the bidder scope of work.

CHAPTER 7

LABOUR

- 7.1 GENERAL:** The Contractor shall abide by the rules of workman compensation Act of A.P
- 7.1.1** Each member of Technical staff shall also furnish a Declaration form in the matter.
- 7.1.2** The contractor shall inform to the VMC in case there is any change in their staff mentioned above for any reason.
- 7.1.3** The contractor shall at all times indemnify the VMC against all claims which may be made under the workmen compensation Act or any statutory modification, thereof for the rules of compensation, payable in consequence of any accident or any injury sustain by any workman engaged in the performance of the business relating to this contract.
- 7.1.4** In all cases of personal injury to workmen employed by the contractor on this work, the contractor is liable to pay compensation under the workmen's compensation Act. He shall pay the prescribed medical fee to the Medical Officer for issue of C and D forms as prescribed, failing which they said fee will be paid to the Medical Officer by the VMC and recovery will be effected from the contractor's bills.
- 7.1.5** The contractor shall solely responsible for the payment of the E.P.F, Insurance, Uniform & Shoes and other statutory benefits to the workers, employees & taxes etc as in force for the time being and the rates for the various items are taken into account all sorts. The rates shall remain unaffected by any change that may be made from time to time.
- 7.1.6** The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
- 7.1.7** The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

SIGNATURE OF BIDDER

CHIEF ENGINEER

7.2 COMPLIANCE WITH LABOUR REGULATIONS:

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

7.2.2 VMC will support the successful for getting any clearances and approval from any competitive authority. However bidder should bear all the costs and fees as required by the concern authority.

7.3 SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

7.3.1 Workmen Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

SIGNATURE OF BIDDER

CHIEF ENGINEER

- 7.3.2** Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- 7.3.3** Employees P.F.,E.S.I and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the employer plus workers. The benefits payable under the Act are:
- 7.3.4** E.S.I.: The Act Provides for monthly contributions by the employer plus workers @ 4.5%. and 1 .75% or respectively
- 7.3.5** E.P.F; The Act Provides for monthly contributions by the employer plus workers @ 12%. and 13 .61% or respectively
- 7.3.6** Pension or family pension on retirement or death, as the case may be.
- 7.3.7** Deposit linked insurance on the death in harness of the worker.
- 7.3.8** Payment of P.F. accumulation on retirement/death etc.
- 7.3.9** Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- 7.3.10** Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.
- 7.3.11** Minimum Wages Act : The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment.
- 7.3.12** Payment of Wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- 7.3.13** Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

SIGNATURE OF BIDDER

CHIEF ENGINEER

- 7.3.14 Payment of Bonus Act 1965:** The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/-per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above up to Rs.3500/- per month shall be worked out by taking wages as Rs.2500/-per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- 7.3.15 Industrial Disputes Act 1947:** The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- 7.3.16 Industrial Employment (Standing Orders) Act 1946:** It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and does the designated Authority certify the same.
- 7.3.17 Trade Unions Act 1926:** The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- 7.3.18 Child Labour (Prohibition & Regulation) Act 1986:** The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- 7.3.19 Inter-State Migrant workmen"s (Regulation of Employment & Conditions of Service) Act 1979:** The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.

7.3.20 The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

7.3.21 Factories Act 1948: The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

7.3.22 The contractor shall be solely responsible for the payment of E.P.F. Insurance, Uniforms & Shoes and other statutory benefits to his employees & taxes etc., as per the existing labour laws in force and have to follow necessary amendments issued by the Government of A . P .

7.4 **EMPLOYMENT TO EX-TODDY TAPPERS:** The bidder should offer employment to ex-toddy tappers as far as possible. The number of ex-toddy tappers to whom he can so offer employment should be mentioned in the tender and he should undertake agreement to offer such employment to such members.

7.5 **PAYMENT TO LABOUR UNDER EMERGENCY:** The Contractor should note that in the event of emergency he shall pay the labour every day and if this is not done, the department shall make requisite payment and recover the cost from the Contractor.

7.6 **Water & Power Charges :** The supply of water and electric power is the responsibility of the contractor at his own expense. However, if either electric power or water is made available by VMC, then the costs of such electric power or water will be recovered by VMC from the contractor at the rates prevailing at the time.

SIGNATURE OF BIDDER

CHIEF ENGINEER

7.7 The amount quoted by the contractor shall be deemed to be inclusive of taxes and duties on all the materials that the contractor has to purchase for the performance of this contract. The contractor shall also be liable to pay turnover tax under works contract at the prevailing rates under A.P. General Sales Tax Act. And also service tax if applicable.

7.8 CONTRACTOR'S STAFF & CONDUCT ETC. :

7.8.1 ADDRESS: List of members employed shall be furnished before entering into agreement with the VMC. The Contractor is responsible to furnish temporary and permanent addresses of all the employees.. Convicted or penalized person should not be employed.

7.8.2 SALARY TO EMPLOYEES: Contractor should strictly follow labour laws and should also ensure regular monthly salary payment to his staff. The V.M.C. will not take any liability of any of his employees appointed for operation and maintenance under this contract. Contractor should submit monthly certificate

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for full payment to his staff on or before 10 of every month. V.M.C reserves the right to confirm the contents of the certificate from Contractor"s employees for their last pay. The VMC will not be responsible for any delayed payment / compensation / overtime or any other claims by employees of Contractor during the contract period and even after the contract period. The contractor should pay not less than the minimum wages to the labour employed as specified by Govt. of A.P. from time to time.

7.8.3 HOLIDAYS AND LEAVES: Holidays and leaves should be given to staff as per relevant labour rules. During holidays / casual leaves / earned leaves etc., the contractor shall arrange for the substitute. The VMC shall not make any separate payment or overtime for these substitutes provided by the contractor during above periods.

7.8.4 CONDUCT: All employees of the contractor should follow the instructions of Engineer- in-charge. If any employee misbehaves with Engineer-in-charge and also with co- employee he/ she should be immediately removed from duty and substitute for that should be employed by the Contractor.

7.8.5 SAFETY: The contractor shall arrange training programmes to all the employees engaged by him on safety measures with suitable institutions at his own cost.

SIGNATURE OF BIDDER

CHIEF ENGINEER

- 7.9** The Bidder shall preferably be registered under Section 7(1) of the Contract Labour (Regulation & Abolition) Act, 1970 and obtained valid License under Section 12(1) of the above said Act from competent authority and enclosed a copy of registration certificate under the Labour Contract Act.
- 7.10** The contractor shall arrange for the required skilled and un-skilled labour from local and imported to the extent necessary to complete the work within the specified time as may be required by the Executive Engineer, VMC in writing.
- 7.11** The contractor should give identity cards for the staff engaged for this work along with uniform.
- 7.12** The contractor shall at all time indemnify the Municipal Corporation Vijayawada against all the claim which may be made under the workman's compensation Act or any statutory modifications therefore or rules of compensation payable in consequence of any accident or any injury sustained by any workman engaged in the performance of the business relating to contract.
- 7.13 VISITORS:** Bio-Methanization Plant is protected area. Hence no persons should be allowed without prior permission of Departmental authorities. The plant is one of its own kind. Visitors of inland and institutions are visiting and shall be allowed on the permission of Engineer -in-charge. It is expected that all staff and Engineers be present and follow the directives of Engineer-in-charge, without reservation.
- 7.14** The contractor should not remove the materials from the work site which have been supplied/handed over to him by the Corporation for the use on the work.
- 7.15** Lighting and appointment of watchman shall be done by the contractor at his own cost and he is responsible for any accidents or claims preferred by the Public.

SIGNATURE OF BIDDER

CHIEF ENGINEER

7.16 In respect of labour employed directly and indirectly in the work for the purpose of contractors part of agreement the contractor shall comply with the rules and regulations on the maintenance of suitable records prescribed for this purpose from time to time by the Government he shall maintain his accounts and vouchers on the payment of wages to the laborers to the satisfaction of the Commissioner, Vijayawada Municipal Corporation.

7.17 The Corporation shall have the right to call such records as required to satisfy himself on the payment of fair wages to labour and shall have the right to deduct from the contractor amount suitable for making good the loss suffered by the workers for reason of fair wages clause to the workers.

7.18 The contractor shall be primarily liable for all payments to be made and for observance of the regulations formed by the Government from time to time without prejudice to his right to claim or indemnify from his sub- contractor.

7.19 Any violation of conditions above shall be deemed to be a breach office contract.

7.20 The contract will at all times duly observed the provisions of payment of Children Act 2 of 1938 and the reenactment of modification of the same and will not apply or permit any reason to do any work for the purpose under this provisions of this agreement in contraction of the provisions of the said Act. The contractor hereby advise to indemnify from the equal land claims. penalties which may be referred by the Municipal Engineering Department of any person employed by the reason of any defaultation on the part of the contract in observance of the provisions of employment of Children of 1988 any reenactment or modification of the same.

7.21 WATER AND SANITARY ARRANGEMENTS : The Contractor"s specific attention is invited to the clause 37,38,39 and 51 preliminary specification and he shall be requested to provide at his own expenses the following amenities.

SIGNATURE OF BIDDER

CHIEF ENGINEER

7.22 FIRST AID: At the work site there shall be maintained in a readily accessible places, first aid appliance and including an adequate supply of sterilised, dressing and sterilised cotton wool the appliance shall be kept in good order. They shall be placed under the charge of a responsible person who shall be readily available during working hours.

7.23 DRINKING WATER: Water of a good quality fit for drinking purpose shall be provided for the works on the scale of not less than 3 Gallons per head per day.

7.24 LATRINES AND URINALS: They shall be provided at the premises of every work site. If women are employed, separate Latrine and urinal shall be provided on the same scale. Proper screening shall be provided for Men and women and kept in strict sanitary condition.

SIGNATURE OF BIDDER

CHIEF ENGINEER

CHAPTER - 8**GENERAL CONDITIONS OF CONTRACT****RESPONSIBILITIES AND LIABILITIES OF THE CONTRACTOR**

8.1 Explanation: This section sets forth some responsibilities which the contractor shall assume in addition to those mentioned in other sections of this “Preliminary Specification” – under every contract which he enters into, with the Andhra Pradesh Public Works Department and he should therefore calculate his unit prices for schedule items of work accordingly.

8.2 Observance of laws – Local regulations and notices – Attachments: The Contractor shall conform to the regulations and bye-laws of any local authority and/or of any water or lighting companies with whose systems the structure is proposed to be connected and shall, before making any variations from the drawings or specification that may be necessitated by so conforming, give to the Executive Engineer, VMC written notice, specifying the variations proposed to be made and the reasons for making them, and apply for instructions thereon. In case, the contractor shall not receive such instructions within seven days, he shall proceed with the work, conforming to the provision; regulation or bylaw in question; and any variations in the drawings or specifications so necessitated shall be dealt with under clause 63. The contractor shall give all notices required by the said Acts, regulations or bye-laws and pay all fees in connection therewith, unless otherwise arranged and decided on in writing with the Executive Engineer, VMC. He shall also ensure that no attachments are made against materials or work forming part of or for the use of the contract. In every case referred to in this clause, the contractor shall protect and indemnify Government against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, decree, or attachment, whether by himself or by his employees.

8.3 Accidents Hoarding, Lighting Observations – Watchmen: When excavations have been made or obstacles have been put in public thoroughfares or in places where there is any likelihood of accidents, the contractors shall comply with any requirement of law on the subject, and shall provide suitable hoarding, lighting and watchmen as necessary.

SIGNATURE OF BIDDER

CHIEF ENGINEER

- 8.4 It shall be the contractor's sole responsibility to protect the public and his employees against accident from any cause and he shall indemnify Government against any claims for damages for injury to person or property, resulting, from any such accidents; and shall where the provisions of the Workmen's Compensation Act apply, take steps to properly insure against any claims there under.
- 8.5 On the occurrence of an accident which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall, within 24 hours of the happening of such accident, intimate in writing to the concerned Section Officer of the Public Works Department, the fact of such accident. The contractor shall indemnify Government against all loss or damage sustained by Government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by Government as a consequence of Government's failure to give notice under the Workmen's Compensation Act or otherwise conform to the provisions of the said Act in regard to such accident.
- 8.6 In the event of an accident in respect of which compensation may become payable under the Workmen's Compensation Act VIII of 1923 whether by the contractor or by the Government as principal it shall be lawful for the Executive Engineer, VMC to retain out of monies due and payable to the contractor such sum or sums of money as may in the opinion of the said Executive Engineer, VMC be sufficient to meet such liability. The opinion of the Executive Engineer, VMC shall be final in regard to all matters arising under this clause.
- 8.7 Blasting: Blasting executed by contractors in connection with Government works shall be carried out in the manner described under "Blasting operation – Instructions to contractors" of the A.P.S.S.
- 8.8 Protections of adjoining and existing premises: The contractor is to protect the whole of the adjoining and, where necessary, the existing premises, and all works and all fittings to all buildings on and adjoining the site against structural and decorative damage caused by the execution of these works and make good in all respects all such damage done or occurring to the same, and leave such reinstatement in perfect order. He is also to make good any damage done in the execution of the work to existing public or private footways or roadways.

8.9 Permit other Workmen-Co-operation-Afford facilities: The Executive Engineer, VMC shall have full power 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, provided he complies with the Executive Engineer, VMC "s instructions in connection therewith, and provided that the damage is not caused by himself or his workmen.

8.10 The contractor shall, to all times, co-operate, assist, attend on, and afford facilities for such specialist as may be employed by the Executive Engineer, VMC on other works in connection with the building, allowing them, free of charge, the use of all plant, light and water installed in the works. The contractor shall also cause such special work or protect it as instructed to avoid injury during progress of the works. For failure so to protect, the contractor must make good any damage caused.

8.11 Holes for water service, gas, electrical, and Sanitary fittings: The contractor shall leave all holes in masonry and floors for the insertion of water services, gas, and electrical connections and sanitary fittings in the exact positions indicated by the Executive Engineer, VMC during the progress of the work. These holes must be properly built up, in a workman like manner, at the contractor"s cost, as soon as the fittings have been installed, in cases where the installations are made during the construction of the building and where, in the opinion of the Executive Engineer, VMC delays in settlement of accounts will not thereby occur.

8.12 Contractor"s risk and insurance: The work executed by the contractor under the contract shall be maintained at the contractor"s risk until the work is taken over by the Executive Engineer, VMC. The contractor shall accordingly arrange his own insurance against fire and other usual risks during such period unless otherwise specified:

8.13 Provided however that the contractor shall not be liable for all or any loss or damage occasioned by or arising out of acts of God, and in particular unprecedented flood volcanic eruption, earthquake or other convulsion of nature, invasion, the act of foreign enemies" hostilities or warlike operations (before or after declaration of war) rebellion, military or usurped power.

8.14 CONDITIONS OF PARTICULAR APPLICATION: Contractors Risk and Insurance:

8.14.1 Employer's and Contractor's Risks: The employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

8.14.2 Employer's Risks: The Employer is responsible for the expected risks which are (a) in so far as they directly affect the execution of the works in the Employer's country, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the works, other than the Contractor's design.

8.14.3 Contractor's Risks: All risks of loss of or damage to physical property and of personal injury and death, which arise during and in consequence of the performance of the Contract other than the expected risks are the responsibility of the Contractor.

8.14.4 Insurance: a) The Contractor shall provide, in the joint names of the Contractor, Insurance to be taken out by the Contractors. The Contractors (a) shall take out and maintain, and shall cause to take out and maintain, at their own cost but on terms and conditions approved by the Employer, insurance against all the risks, and for the coverage, as shall be specified in the Tender; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premium have been paid.

8.14.5 Insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles for the following events, which are due to the Contractor's risks:

SIGNATURE OF BIDDER

CHIEF ENGINEER

Loss or damage to the Works, Plant and Materials;
Loss or damage to Equipment;
Loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with work. Surrounding structures, assets etc.
Personal injury or death of workers, contractor, employees etc.

B) The Contractor shall deliver policies and certificates for insurance to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred, injury and death of workers and public.

C) If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employee has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

D) Alterations to the terms of insurance shall not be made without the approval of the Engineer.

e) Both parties shall comply with any conditions of the insurance policies.

SIGNATURE OF BIDDER

CHIEF ENGINEER

CHAPTER - 9

9.1 SCOPE OF WORK:

The Contractor shall renovate/ modernize the existing plant and comply with the following provisions during Operation and Maintenance period and carry out routine maintenance and repairs due to wear and tear for a period of 12 years.

The following are the important activities to be performed by the contractor during entire agreement period.

9.2.1 Period of revival of Bio Methanation plant is **6 months** after issue of work order.

9.2.2 The total period of O&M is **5 years** from the date of successful commissioning of the plant.

SIGNATURE OF BIDDER

CHIEF ENGINEER

- 9.2.3 Collection and conveyance of garbage from the following existing markets, collection of waste from the existing slaughter house to the bio - METHANATION plant with suitable capacity bins, recurring expenditure such as oils, maintenance of vehicles, salaries of drivers, etc., shall be done by bidder. Compactor vehicle shall be provided by the VMC.

Kaleswara Rao Market I-Town

Rajiv Gandhi Wholesale market

Rajgopalachari Market at Satyanarayanapuram

Rythu Bazar at Swaraj Maidanam in Bandar Road

Rythu Bazar at Kedariswaripet

Fruit market at kedareswaripet.

Rythu bazar at Patamata

Slaughter house at kabela in I town

- 9.3 The bidder is responsible for any damage or accident caused by the VMC's vehicles while transportation, handling and unloading of the waste upto the unloading area.

- 9.4 The bidder can use the waste water from sewage treatment plants (STP) located at Ajith Singh Nagar in Bio-METHANATION plant for dilution.

- 9.5 The bidder can draw more sewage from the STP if required.

- 9.6 The firm can take bio - gas generated from the existing 40 MLD and 20 MLD sewage treatment plants at Singh Nagar free of cost. The firm has to provide suitable pipe connections or suitable methods for conveyance of bio - gas from STPs to bio – METHANATION plant at their own cost duly following safety arrangements / precautions.**

- 9.7 Bidder has to maintain the existing units in professional manner duly engaging required number of professionally qualified and experience staff and all the units should be maintained in environment - friendly manner.

- 9.8 Pumps, motors and all electrical units should be painted periodically besides painting of civil structures once in 2 years.**

- 9.9 Routine maintenance of pumps, mechanical parts, motors, and electrical parts shall take care by the bidder with proper maintenance of the history books and records.
- 9.10 Monthly reports are to be furnished to the VMC in the first week of every month.
- 9.11 The bidder shall procure and utilize required quantity of chemicals and consumables necessary for smooth O & M of the plant.
- 9.12 In addition to the above, the contractor has to store the required chemicals, oils and lubricants, spare parts, lighting, consumables etc., which are required for the operation of the plant. The bidder has to maintain sufficient quantity of reserve stock.
- 9.13 The power generated from the plant will be up loaded to the grid after captive power consumption in the plant if the bidder goes for power production from the plant.
- 9.14 If the bidder is continuing with existing power generation technology, the bidder has to maintain the existing power evacuation systems such as vacuum circuit breakers, air circuit breaker (ACB), transmission lines, control panels, transformer, cubical etc., as per the norms and requirement of APSPDCL, ERC, and VMC etc.
- 9.15 VMC would have liberty to sell the sludge and Biogas generated after processing at a competitive rate to the customers and would collect the revenue generated through it.
- 9.16 Bidder would be responsible for disposing the sludge; however the disposal process should be scientific environment -friendly and confirmed with the APPCB standards.
- 9.17 Bidder has to pump the treated effluents of the plant to the near by drain after meeting the relevant effluent disposal standards as per CPCB/APPCB/BIS/CPHEEO.

SIGNATURE OF BIDDER

CHIEF ENGINEER

- 9.26 The biogas should be processed before utilization and it should dispose off in environment - friendly manner.
- 9.27 All effluents, products, byproducts should conform to the CPCB/APPCB/BIS/CPHEEO norms.
- 9.28 The bidder has to arrange necessary machinery, tools & plant instrumentation fire safety equipment for maintaining the various units.
- 9.29 The bidder has to arrange necessary work force to perform the operation & maintenance. This includes technically skilled persons with good knowledge in environmental sciences. Required number of electricians, helpers, operators, chemist/Q.C persons, Drainage masteries, drainage fitters, security men at all pumping stations, gardeners, computer operators, Non-technical staff, sweepers, drivers, pipe line fitters etc., duly following relevant labour rules prescribed by the government from time to time.
- 9.30 All the existing / proposed electrical, mechanical and civil item of works are to be maintained by the bidder. All the minor and major repairs to the pumps, motors, panel boards, starters, transformers, Gen-sets, VCB, ACB, starters, CTs, PTs, valves, pumping mains, lines etc., are to be taken up the bidder @ his cost only. The bidder has to taken up all maintenance including restoration of windings.
- 9.31 In case of major repair of pumps, electrical equipment"s, valves, Bio Gen set, transformers etc., the bidder has to replace the damaged unit with new unit @ his own cost and VMC will not pay for these repairs/ replacements irrespective of magnitude of the intensity of the repair.
- 9.32 In case of routine maintenance repairs, operations should not be stopped more than 6 Hours.
- 9.33 In case of any minor repairs, which require suspension of the plant, the bidder has to restore the same with in 24 hours.
- 9.34 In case of major repair the bidder has to attend immediately and see that it should be rectified with in 3 days other wise necessary alternative arrangements will be made to run the system without any interruption to the regular services.

SIGNATURE OF BIDDER

CHIEF ENGINEER

- 9.35 If bidder fails to comply with the timing for restoration of the units VMC will impose penalty suitably for the delay.
- 9.36 The bidder has to provide all the safety equipment"s in the units and bidder is responsible for any damages, collapse, etc of the connected units and the surrounding structures.
- 9.37 VMC has no responsibility in case any untoward incidents occur in the course of his assignment and bidder has to take the responsibility in the arranging the compensations and rectifications etc @ his own cost.
- 9.38 The bidder has to run the Biogas Gen-set with proper care and precautions.
- 9.39 All the valves are to be maintained properly. Bidder has to plan for preventive maintenance for valves and valve pits.
- 9.40 If the bidder wants to modify any item of work for better performance of the plant, he can indicate within 1 month from the date of award of work with full details of proposals, cost estimates and Programme of work. He can take up such modifications after approval of VMC at his own cost.
- 9.41 The bidder has to bear all the expenses relating to the chemicals, consumables, laboratory tests, licenses, approvals, permissions etc.
- 9.42 The bidder shall be responsible for maintenance of all the vehicles, fuels, spare parts, drivers, servicing arrangements, licenses, octroi, insurance, road tax, all other taxes, duties etc., He should bare all the costs for this purpose.
- 9.43 The bidder has to pay necessary electrical power bills on his own as per the bill raised by the APSCDCL duly submitting original to the VMC in case of power usage.
- 9.44 The bidder failed to pay the bills including the power charges and VMC is not responsible for disconnection of electrical power connection.

SIGNATURE OF BIDDER

CHIEF ENGINEER

- 9.46 Bidder has to take responsibility in maintaining the electrical installations such transformer, sub – stations, Lightening arrestors, Transmission line, Control panel, CTs, Metering equipment etc.
- 9.47 The bidder shall arrange calibration of meters at the frequency specified by the manufacture of the equipment / instrument / meter.
- 9.48 Every year the bidder has to calibrate the meters with the Electronic Testing & Development Corporation (ETDC), ECIL, and Hyderabad.
- 9.49 The operator should allow any visitors & VIPS of VMC into the plant premises at any time.
- 9.50 The bidder has to maintain the entire premises clean, hygienic conditions. The compound should be free from bad odour, foul smell and it should be environment - friendly. Green belt shall be maintained around the plant with thick vegetation.
- 9.51 If the bidder does not maintain the plantation, lawns and greenery to the satisfaction of Commissioner, VMC, and suitable penalty will be levied. The activity will be evaluated at the end of July every year.
- 9.52 If the bidder fails to provide the paintings for the Plants, pumps, M.S. works, RCC, Brick works and all other pintable surfaces at the end December of every 2 years suitable penalty will be levied.
- 9.53 **If the bidder fails to employ the qualified operators, lab technicians, and skilled persons, VMC will** engage the same and recover the cost as per actual from the performance guarantee deposit made by the bidder.
- 9.54 The operator has to handover the plant, in good working condition to the VMC after completion of agreement period.

SIGNATURE OF BIDDER

CHIEF ENGINEER

9.56 VMC will supply the manuals and the relevant information on the existing plant to the operator.

9.57 F.S.D of Rs.2.00 lakhs and performance guarantee of Rs.10.00 lakhs will be returned after satisfactory completion of agreement period and handing over the plant in good working condition to VMC.

9.58 Bidder has no right to mortgage either land or assets of Bio - METHANATION Plant of VMC.

9.59 Bidder has the liberty to offer any technology to improve the plant performance. All proposals shall be technically feasible and financially viable to the bidder.

9.60 Payment Conditions: - If the successful bidder produces the power, the payment received from APSPDCL will be released to the service provider for the Electricity generated from the plant after satisfactory performance of the system. **If the bidder produces bio-gas only, he will be given option for direct selling of bio-gas.**

9.61 PROCESS PERFORMANCE GUARANTEE: The existing was as shown below for guidance of bidder only.

S.No	Parameter	Max.	Min.
1.	Plant capacity, kg/day	20000	18500
2.	Biogas Production, m3/day	1200	1100
3.	Electrical Power generation, KWhe/day	1600	1500

SIGNATURE OF BIDDER

Above parameters are indicative only. The performance of the plant will reflect the financial sustainability of the plant.

9.62 The contractor has to lay internal roads with in the plant area.

9.63 VMC is generating around 250 MT of biodegradable waste daily. It is having high potential for generation of bio-gas/power etc. if the contractor is willing to establish new plant on his own, necessary site may be provided by VMC on lease basis and the contractor has to construct and operate the plants up to the end of the agreement period on Boot basis with suitable mutually agreed conditions.

9.64 The installations shall be manned and operated on all the 365 days and 7 days of the week irrespective of public holidays and Sundays and 24-hours a day.

9.65 The contractor should endeavor & ensure functioning of the plant throughout the contract period and the plant shall not be stopped for the reasons other than mentioned below. Power shutdown by APSPDCL & VMC

Any Electrical breakdown.

Failure of the equipment

Due to any other reasons specified by VMC

Due to any force majeure like cyclones, earthquakes etc.

SIGNATURE OF BIDDER

CHIEF ENGINEER

- 9.66 Watch and ward for entire plant the premises shall be arranged by the contractor.
- 9.67 If any T & P is provided by VMC, the same shall be returned to VMC in good working condition after completion of contract period.
- 9.68 The contractor shall maintain the laboratory with their staff only. The dosage of chemicals shall be used as per standard specifications only.
- 9.69 The contractor shall maintain records and printing of stationery at his own cost. The records should be maintained as per the approved formats & as per directions of Engineer-in-charge. These records shall be produced to the VMCs inspecting authorities regularly and on demand.
- 9.70 The contractor shall employ reserve operators for smooth operation of the plant on National Holidays, and also on any day when operators is/are absent from duty as per labour regulations on working of personnel.
- 9.71 The operating personnel shall be well qualified and experienced in the trade for which he is employed. The contractor shall employ skilled workmen having proper license under IE Act/Rules. This provision shall be complied with even if the contractor is a registered electrical contractor. The contractor shall be responsible for complying with the applicable provisions of IE Act rules.
- 9.72 All Electrical installations shall be inspected by electrical Inspector, Vijayawada before commissioning and necessary clearance certificates shall be obtained by the contractor and also at the frequency specified by the concerned departments. Energy Audit shall be calculated at the frequency as per the rules of BEE, Govt. of India.
- 9.73 The contractor shall produce certificates of qualifications and experience of engaged personnel on the work to the satisfaction of the Engineer-in-charge.
- 9.74 The operating personnel shall have thorough knowledge of safety precautions during emergency cases and also be conversant with the APSPDCL rules/regulations, IE Act/Rules and Indian Factory Act/Rules etc.,

SIGNATURE OF BIDDER

CHIEF ENGINEER

- 9.75 The contractor shall exhibit a notice board with precautions/safety rules to be taken by operating and maintenance staff. DO"s and DONT"s shall be properly displayed.
- 9.76 The contractor should ensure the safety of the water supply lines, sewer lines, telephone cables, power cables, storm water drains etc., at the site of work and, if any damage occurs during execution it should be attended immediately at the contractors cost. Failing to attend immediately, the same will be got done by the Department at the cost risk of the contractor.
- 9.77 **DOCUMENTS TO BE MAINTAINED AT SITE:** The following information has to be maintained at the Plant site.
- Complaint register
 - Attendance register
 - Inflow-outflow register
 - Waste quality reports
 - Pumps maintenance register
 - Gas generated register
 - Clean gas processed
 - Sludge generated
 - Power consumption and power factor register
 - Chemical consumption register
 - T&P Register
 - Register for VMC officials" observations and remarks
 - History books for pump, Gen- set and Transformer and all other installations
 - Lab results register
 - Log book for each installation.
 - Record of periodical maintenance as recommended by the manufacturer/CPHEEO manuals, including lubricating, oiling etc.,
 - Chemical dosage registers.
 - Lab reports.

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CHIEF ENGINEER

Record of Bio gas produced in this plant, Bio gas taken from 40 MLD STP and 20 MLD STP separately

9.78 The contractor has to submit one sets of above particulars monthly to VMCs office for taking necessary action in addition to uploading the daily data in the VMC`s net.

9.79 MAINTENANCE AND DEFECTS :

9.79.1 The contractor shall be responsible for making good with all possible speed any defect arising from improper use in the works or any portion there of during the period of maintenance.

9.79.2 **During break downs of plant, the contract has to lift the garbage generated from the markets and he has to store the garbage in the plant premises and process the garbage subsequently. Failure to lift the garbage daily will be penalized as per the rates mentioned in this tender.**

9.80 **LIST OF INSTRUMENTS:** The contractor shall maintain the instruments provided for Bio-Methanization Plant as stated in "Brief description of material" and the contractor shall handover the same in good working condition at the end of the contract/upon termination of the contract.

9.81 **PERFORMANCE TESTS:** The contractor shall carry out all the necessary laboratory tests and maintain the dosage of chemical with a view to ensure the quality of Biogas and effluents as per standards stipulated in CPHEEO manual. All lab reports shall be noted in a separated register and show when ever department authorities inspects the Bio-Methanization Plant

9.82 **BREAKDOWN OR SHUTDOWN:** If any interruption in the Operation of Bio-Methanization Plant due to any reason (not attributable to power failure and any force majeure as stated else where in the tender). In such an event the bidder shall rectify forthwith the defects leading to such interruptions in Operation of Plant. The time taken for rectification of defects shall no case exceeds **12 hours**, with such an interruption occurring not more than once in three (3) months. **The liquidated damages for failure to process the garbage shall**

SIGNATURE OF BIDDER

CHIEF ENGINEER

be invoked in case such interruption is not rectified within **12 hours** in each interruption and if such interruptions are more than once in three **(3) months**.

9.83 During the period of O & M the contractor shall maintain all equipments in good working condition to the satisfaction of VMC Authorities. The technical specifications shall be provide for sample check lists to assess the performance of O & M. The contractor shall attend all repairs works as directed by the Engineer -in -charge and shall execute all such work of repair, replacements, reconstruction, reconditioning, rectification and making good defect, imperfections, shrinkage"s, other faults as may be required by the contractor in writing by Engineer – in - charge during the agreement period of operation and maintenance. The corporation reserves the right to cancel/take over repairs on unsatisfactory O&M of any component in part or in full depending on the exigency of the situation at the contractor"s risks.

9.84 **HANDING OVER:** At the end of the contract period of 5 Years or upon termination of agreement, the contractor, shall hand over the entire B i o - M e t h a n a t i o n plant in good working condition with al l T & P , accessories etc , to VMC including all the facilities provided during contract period ,all improvements, structures, buildings, materials as required. Failure to hand over the plant and equipment in good working condition, FSD and performance guarantee amount will be forfeited /not returned.

9.85 **Preventive Maintenance:** Contractor should adopt a preventive maintenance schedule for avoiding breakdowns. Following are the preventive maintenance schedule.

9.85.1 DAILY: The contractor has to submit daily maintenance chart of activities that are to be performed by him. Necessary record shall be produced to the VMC officials during their visit.

9.85.2 WEEKLY: The contractor has to submit weekly maintenance chart of activities that are to be performed by him. Necessary record shall be produced to the VMC officials during their visit.

9.85.3 MONTHLY: The contractor has to submit monthly maintenance chart of activities that are to be performed by him. Necessary record shall be produced to the VMC officials during their visit.

9.85.4 YEARLY: The contractor has to submit yearly maintenance chart of activities that are to be performed by him. Necessary record shall be produced to the VMC officials during their visit.

9.86 ACQUAINTANCE WITH SITE & WORK CONDITIONS ETC: The Bidder at his own expenses and prior to submitting the Bid shall visit the sites and installations and determine the extent characteristics quantity and quality of the work required to be performed. The specifications, descriptions and drawing attached to the Bid are indicative and for guidance only. All items, matters and things omitted but are required during operation and maintenance are deemed to be included in scope of contract for operation, maintenance and routine rectifications. In case of doubt about any item or data included in the Bid or otherwise shall be go clarified by applying in writing to the Executive Engineer-7, VMC and confirmed in the field. The bidder shall also examine and confirm the local conditions and problems, facilities in the locality, prevailing wages and other factors affecting cost and performance of work.

9.87 COMPLIANCE: The Contractor shall be bound by all ordinance acts, codes, rules, regulations, orders and decrees of which in any way affects conduct of works, or workmen engaged for the works. The Contractor shall protect and indemnify compensation the V.M.C. against any claim or liability arising from violation of above.

9.88 HANDLING OF CHEMICALS: Safety facilities to the staff for handling of chemicals and equipment is an important consideration. Handling of chemicals needs Special attention. Following instructions are for guidance of the Contractor and observing them strictly at his own cost.

9.89 COAGULANT AID: For use of a coagulant aid, contractor has to follow the instructions displayed on its drum by the manufacturer.

SIGNATURE OF BIDDER

CHIEF ENGINEER

9.90 **CHLORINE:** If Chlorine used for post chlorination for disinfection of the effluents, the following precautionary are to be taken. Chlorine vapour is extremely hazardous. Avoid prolonged breathing. Suitable gas mask may be used. Anti chloro solution shall be ready for quick relief. Special precaution for keeping store room should be well ventilated before entering, smoke test be carried out. As chlorine is a dangerous gas and above certain levels inhalation of this gas is fatal. Therefore, it is essential that all operators working with chlorine are considered to be familiar with dangers of the gas. It is imperative to have protection equipments oxygen masks are always readily available at site at the Contractor's cost.

9.91 **PLANT MONITORING:** Standards to be achieved by the contractor in Bio-Methanization Plant. In case of failure agency will be fully responsible in this matter.

9.92 The equipment available with VMC lab will be provided to the contractor. Additional equipment required for conducting above tests is to be procured by the contractor at contractor's cost. After completion of agreement period or on termination of the contract, they shall hand over the same including equipment acquired by contractor to the VMC at the free of cost in good working condition. All the consumables required for the lab should be borne by the contractor.

9.93 **CONTRACTOR'S OFFICE:** The Contractor shall have an office near the work site, where notice or directions and instructions from the Engineer- in-charge may be served the contractor shall have a clerk or some authorized person always prescribed in his office. Who shall receive such notices or directions and instructions on behalf of the contractor? The name of such authorized person or persons shall be intimated in writing to the Engineer- in-charge.

9.94 As an owner of the plant, insurance of plant and equipments for various risks on account of natural calamity / force majeure conditions shall be in the scope of VMC. However insurance towards the labour, chemicals etc., shall be the in the scope of the bidder.

SIGNATURE OF BIDDER

CHIEF ENGINEER

9.95 Capital replacements such as equipment replacement/ modification of MCC panels, transformers, civil construction or any other equipment of plant is in the scope of Employer. However if any equipment damaged due to mishandling, the cost of such replacement shall be in the scope of the bidder.

9.96 The contractor shall not be responsible for the performance of the contract on account of Force Majeure conditions.

9.97 The contractor shall not be responsible for any loss or damages to the plant and equipment, civil structure due to any force majeure condition or any other event beyond the control of contractor during O & M period.

9.98 **Notices:** Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the document.

9.99 **Taxes and Duties:** The Contractors and their Personnel shall pay such taxes, duties fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price excluding service tax which will be paid separately on submission of proof of payment or alternatively deducted at source.

9.100 **Modification** : Modification of the terms and conditions of this Contract, including any modification or the scope of the Services or of the Contract Price, can only be made by written agreement between the Parties.

9.101 **Force Majeure:**

9.101.1 Definition: For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a party, and which makes a

SIGNATURE OF BIDDER

CHIEF ENGINEER

Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

9.101.2 Breach of Contract The failure of a Party to full fill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such as event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrences of such an event.

9.102 Extension of Time : The contract can be extended on mutual agreement.

9.103 Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall claim only insurance from the competitive authority and VMC will not hold any responsibility.

9.104 Termination:

9.104.1 By the Employer: The employer may terminate this Contract, by not less than sixty (60) days written notice of termination to the Contractor, to be given after the occurrence of any of the events specified in following paragraphs.

9.104.2 If the Contractors do not remedy a **failure in the performance of their obligations under the Contract**, within reasonable time of receipt after being notified

9.104.3 If the Contractors become insolvent or bankrupt;

9.104.4 If, as the result of Force Majeure, the Contractors are unable to perform a material portion of the Services

9.104.5 If the bidder, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

9.104.6 For the purpose of this clause: "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the client and includes collusive practice among contractors (prior to or after submission

SIGNATURE OF BIDDER

CHIEF ENGINEER

of proposals) designed to establish prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition.

9.105 Payment upon Termination: Upon termination of this Contract pursuant to Clauses mentioned above, the VMC will not make any payments to the Contractors.

9.106 Contractors' Actions Requiring Employer's Prior Approval: The Contractors shall obtain the Employer's prior approval in writing before taking any of the following actions:

9.106.1 Entering into a subcontract for the performance of any part of the Services,

9.106.2 Appointing members of the Personnel whose name was not listed and

9.106.3 Any other action that may be specified in the contract.

9.107 Reporting Obligations: The Contractors shall submit to the Employer the reports and documents in specified forms, in duplicate in addition to uploading the data in VMC's net.

9.108 Removal and / or Replacement of Personnel:

9.108.1 Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractors, it becomes necessary to replace any of the Key Personnel, the Contractors shall forthwith provide as a replacement a person with better qualifications with the approval of VMC authorities.

9.108.2 If the Employer finds that any of the Personnel have

9.108.2.1 Committed serious misconduct or has been charged with having committed a criminal action, or

9.108.2.2 Have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractors shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.

9.109 Assistance and Exemptions: The Employer shall use its best efforts to ensure that the corporation shall provide the Contractors such assistance and exemptions as specified in the contract.

SIGNATURE OF BIDDER

CHIEF ENGINEER

9.110 Change in the Applicable Law: If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of services rendered by the Contractors, then the remuneration and reimbursable expenses otherwise payable to the Contractors under this Contract shall be increased or decreased accordingly by agreement between the Parties.

9.111 Services and Facilities: The employer shall make available to the Contractors the Services and Facilities listed under Appendix F.

9.112 SETTLEMENT OF DISPUTES:

9.112.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

9.112.2 Dispute Settlement: Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified(at the time of agreement as decided)

9.112.3 Settlement of disputes: Any dispute arising out of this contract, which is amicably not settled between the parties, shall be referred for adjudication / arbitration in accordance with the Indian arbitration and conciliation Act 1996.

In case of any court dispute regarding proposed agreement, the dispute should be resolved in the Jurisdiction of Vijayawada limits.

9.113 CONFIDENTIALITY: The Contractors and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

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CHIEF ENGINEER

CHAPTER - 10

TERMS OF CONTRACT

10.1 Definitions: Terms, which are defined in the Contract Data, are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

10.2 The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Clauses 24 and 25. The name of the Adjudicator is defined in the Contract Data.

10.3 Compensation Events are those defined in Clause hereunder.

10.4 The **Completion Date** is the date of completion of the O&M Contract as certified by the Engineer in accordance with Sub Clause.

10.5 The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause below.

10.6 The **Contract Data** defines the documents and other information, which comprise the Contract.

10.7 The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

10.8 The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer.

10.9 The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

10.10 **Days** are calendar days; **months** are calendar months.

SIGNATURE OF BIDDER

CHIEF ENGINEER

- 10.11** A **Defect** is any part of the Works not completed in accordance with the Contract.
- 10.12** The **Employer** is the party who will employ the Contractor to carry out the O&M operations.
- 10.13** The **Engineer** is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the execution of the works and administering the Contract.
- 10.14** **Equipment** is the Contractor's machinery and vehicles brought to the Site to carry out the O&M operations.
- 10.15** The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
- 10.16** The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. Only the Engineer may revise the Intended Completion Date by issuing an extension of time.
- 10.17** **Materials** are all supplies, including consumables, used by the contractor for incorporation in the O&M operations.
- 10.18** **Plant** is any integral part of the Works, which is to have a mechanical, electrical, electronic, or chemical or biological function.
- 10.19** The **Site** is the area defined as such in the Contract Data.
- 10.20** **Site Investigation Reports** are those, which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

SIGNATURE OF BIDDER

CHIEF ENGINEER

10.21 Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

10.22 The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

10.23 A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

10.24 Temporary Works are works designed, constructed, installed, and removed by the Contractor, which are needed for construction or installation of the Works.

10.25 A **Variation** is an instruction given by the Engineer, which varies the Works.

10.26 The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

10.27 Interpretation: In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about the Conditions of Contract.

10.28 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).

10.29 The documents forming the Contract shall be interpreted in the following order of priority:

- (a) Agreement
- (b) Letter of Acceptance, notice to proceed with the works
- (c) Contractor's Bid
- (d) Contract Data

SIGNATURE OF BIDDER

CHIEF ENGINEER

Conditions of Contract includes Special Conditions of Contract.

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

10.31 Engineer's Decisions: Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

10.32 Delegation: The Engineer may delegate any of his duties and responsibilities to other people except to the Adjudicator after notifying the Contractor and may cancel any delegation after notifying the Contractor.

10.33 Communications: Communications between parties, which are referred to in the conditions, are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

10.34 Subcontracting: The Contractor may subcontract with the approval of the Engineer but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

10.35 Other Contractors: The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

10.36 Personnel: The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule. If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

SIGNATURE OF BIDDER

CHIEF ENGINEER

10.37 Employer's and Contractor's Risks: The Employer carries the risks, which this Contract states are Employer's risks, and the Contractor carries, the risks, which this Contract states, are Contractor's risks.

10.38 Employer's Risks: The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in the Employer's country, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

10.39 Contractor's Risks: All risks of loss of or damage to physical property and of personal injury and death, which arise during and in consequence of the performance of the Contract other than the excepted risks, are the responsibility of the Contractor.

10.40 Insurance: The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant and Materials;
- (b) loss of or damage to Equipment; loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract;
- (c) Surrounding structures, assets, infrastructure such as water, road, communication, and sewer lines.
- (d) Personal injury or death of workers, employees.
- (e) Damage, Injury or death to the 3rd Party, general public etc.

10.41 The Contractor shall deliver 13.2 Policies and certificates for insurance to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

10.42 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

10.43 Alterations to the terms of insurance shall not be made without the approval of the Engineer.

10.44 Both parties shall comply with any conditions of the insurance policies.

10.45 Site Investigation Reports and MIS reports: The Contractor, in preparing the Bid, shall rely on any site Investigation Reports referred to in the Contract Data, supplemented by any information available to the Bidder.

10.46 Queries about the Contract Data: The Engineer will clarify queries on the Contract Data during the prebid meeting.

10.47 The Works to Be Completed by the Intended Completion Date: The Contractor may commence O&M operations on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Engineer.

10.48 Approval by the Engineer: The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

10.49 The Contractor shall be responsible for design of Temporary Works.

10.50 The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

10.51 The Contractor shall obtain approval of third parties to the design of the Temporary Works wherever required.

SIGNATURE OF BIDDER

CHIEF ENGINEER

10.52 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

10.53 Safety: The Contractor shall be responsible for the safety of all activities on the Site.

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

10.55 Possession of the Site: The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

10.56 Access to the Site: The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

10.57 Instructions: The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws where the Site is located.

10.58 The Contractor shall permit the bank to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Bank, if so required by the Bank.

10.59 Disputes: If the Contractor believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Engineer's decision.

SIGNATURE OF BIDDER

CHIEF ENGINEER

10.60 Procedure for Disputes

10.60.1 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

10.60.2 The Adjudicator shall be paid daily at the rate specified in the Contract Data together with reimbursable expenses of the types specified in the Contract Data and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

10.60.3 The arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

10.60.4 Replacement of Adjudicator: Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not fulfilling his functions in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the Contract Data at the request of either party, within 14 days of receipt of such request.

10.61 Time Control:

10.61.1 Program: Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Program including Environmental Management Plan showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecast.

10.61.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

10.61.3 The Engineer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

SIGNATURE OF BIDDER

CHIEF ENGINEER

10.61.4 Delays Ordered by the Engineer: The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

10.61.5 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

10.61.6 Measures to be Taken: A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay. A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

10.61.7 Extension of Time : Any period within Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

10.61.8 Management Meetings: Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

10.61.9 The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

10.62 Early Warning:

10.62.1 The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works.

SIGNATURE OF BIDDER

CHIEF ENGINEER

The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

10.62.2 The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of th

10.62.3 Quality Control for Petty works:

10.62.3.1 Identifying Defects: The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

10.62.3.2 The contractor shall permit the Employer's Technical auditor to check the contractor's work and notify the Engineer and Contractor of any defects that are found. Such a check shall not affect the Contractor's or the Engineer's responsibility as defined in the Contract Agreement.

10.62.3.3 Tests: If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

10.62.3.4 Correction of Defects: The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

10.62.3.5 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

10.62.3.6 Uncorrected Defects: If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

10.63 Cash flow forecasts: When the Program is updated, the contractor is to provide the Engineer with an updated cash flow forecast.

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CHIEF ENGINEER

10.64 Liquidated Damages : The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestones as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

10.65 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the over payment calculated from the date of payment to the date of repayment at the rates specified in Sub Clause

10.66 Securities: The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until a date 28 days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion.

10.67 Termination: The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. Fundamental breaches of Contract include, but shall not be limited to the following

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CHIEF ENGINEER

- 10.67.1** The Contractor stops work for 28 days when no stoppage of work is shown on the current program and the Engineer has not authorized the stoppage;
- 10.67.2** The Engineer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days.
- 10.67.3** The Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- 10.67.4** A payment certified by the Engineer is not paid by the Employer to the Contractor within 56 days of the date of the Engineer's certificate;
- 10.67.5** The Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- 10.67.6** The Contractor does not maintain a security, which is required;
- 10.67.7** The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
- 10.67.8** If the Contractor, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause, in competing for or in executing the Contract.
- 10.68** When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause above, the Engineer shall decide whether the breach is fundamental or not.
- 10.69** Notwithstanding the above, the Employer may terminate the Contract for Convenience.
- 10.70** If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.
- 10.71 Property:** All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's defaulted.
- 10.72 Release from Performance:** If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer shall certify that the Contract has been frustrated. The

Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

10.73 SUB-CONTRACTING: The contractor shall not be required to obtain any consent from the employer for:

10.73.1 The sub-contracting of any part of the Works for which the Sub-contractor is named in the contract;

10.73.2 The provision of labour; and

10.73.3 The purchase of materials, which are in accordance with the standards specified in the Contract.

10.74 Beyond this if the contractor proposes sub-contracting any part of the work during execution of works, because of some unforeseen circumstances to enable him to complete the work as per terms of the contract, the Engineer will consider the following before according approval:

10.74.1 The contractor shall not sub-contract the whole of the Works.

10.74.2 The contractor shall not sub-contract any part of the Work without prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the contractor, his agents or workmen.

10.74.3 The Engineer should satisfy whether (a) the circumstances warrant such sub-contracting; and (b) the sub-contractors so proposed for the Work possess the experience, qualifications and equipment necessary for the job proposed to be entrusted to them in proportion to the quantum of work to be sub-contracted.

10.74.4 If payments are proposed to be made directly to that sub-contractor, this should be subject to specific authorization by the prime contractor so that this arrangement does not alter the contractor's liability or obligations under the contract.

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CHIEF ENGINEER

10.75 PROTECTION OF ENVIRONMENT:

10.75.1 The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

10.75.2 During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

10.75.3 Salient features of some of the major laws that are applicable are given below:

10.75.3.1 The Water (Prevention and Control of Pollution) Act, 1974, this provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

10.75.3.2 The Air (Prevention and Control of Pollution) Act, 1981, this provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

10.75.3.3 The Environment (Protection) Act, 1986, this provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship, which exists among and between water, air and land, and human beings, other living creatures, plants, microorganism and property.

SIGNATURE OF BIDDER

CHIEF ENGINEER

10.75.3.4 The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation, which is, defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

10.76 LIQUIDATED DAMAGES: "Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the contractor from his obligation to complete the work as per agreed construction program and milestones or from any other of the contractor's obligations and liabilities under the contract." Liquidated damages at the rate of Rs.50/ per day per lakh on the balance value of the work which was intimated by the bidder at the time of award of the contract.

10.77 PENALTIES: The following penalties will be levied on the firm for non performance of the required job chart.

10.77.1 None lifting of the garbage from each bin: Rs. 300/- per trip.

10.77.2 None lifting of the waste from slaughter house: Rs. 800/- per trip.

10.77.3 Usage of dumper bins without cover: Rs. 100/- per bin per day.

10.77.4 Non maintenance of plantation in the plant site: Rs. 10000/- per year.

10.77.5 Non painting of plant and all equipment for every 2 years: Rs. 100000/- per 2 years.

10.78 Change in Legislation: If, after the date 28 days prior to the latest date for submission of bids for the Contract, there occur changes to any National or State Statute, Ordinance, Decree, or other Law or any regulation or by-law of any local or other duly constituted authority, or the introduction of any such State Statute, Ordinance, Decree, Law, regulation, or by-law that causes additional or reduced cost to the Contractor, other than under the preceding sub-clauses of this clause, in the execution of the Contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor, be determined by the Engineer-in-Charge and shall be added to or deducted from the Contract Price and the Engineer-in-Charge shall notify the Contractor accordingly, with a copy to the Employer. Not with standing the foregoing, such additional or reduced cost shall not be separately paid or credited if the same shall already have taken into account in the indexing of any inputs to the Price Adjustment Formula in accordance with the provisions of Sub-Clauses mentioned above.

SIGNATURE OF BIDDER

CHIEF ENGINEER

10.79 Local Taxation: The prices bid by the Contractor shall include all customs duties, import duties, business taxes, and income and other taxes that may be levied in accordance with the laws and regulations in being on the date 28 days prior to the latest date for submission of bids in the State of Andhra Pradesh, India on the Contractor's Equipment, Plant, materials, and supplies (permanent, temporary, and consumable) acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in the State of Andhra Pradesh, India on profits made by him in respect of the Contract.

10.80 LIABILITY FOR DAMAGES TO ASSETS: The contractor is responsible for any damages occur to assets of VMC and adjoining p u b l i c assets during t h e operation and maintenance in the agreement period. They should rectify the damages immediately with contractor's o w n cos t . If any such rectification was not attended by the contractor, the same will be rectified, and cost of such rectification will be recovered from the contractor.

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CHAPTER 11

SPECIAL CONDITIONS

- 11.2 Land should not be used for any other purposes for which is it installed and for VMC approved activities.
- 11.3 The company shall take adequate precautions to ensure that there should not be any public inconvenience due to this plant.
- 11.4 The company shall submit the detailed action plan for revival of the plant.
- 11.5 It shall operate the plant according to the standard of AP Pollution Control Board and Central Pollution Control Boards" norms and Municipal Bye – laws.
- 11.6 The responsibility for obtaining necessary clearance from pollution control board and others will rest with the company.
- 11.7 Any delay in obtaining necessary sanctions or clearance etc., shall not be a ground to extend the time of the agreement.
- 11.8 The existing infrastructural facilities like electricity, internal roads, fencing around the unit etc shall be maintained by the company it self within the stipulated period of the agreement.
- 11.9 After approval of VMC, the Operation & Maintenance / revival of the project must be commenced and completed within 6 months from the date of work order, Otherwise the Security Deposit will be forfeited and the agreement will be cancelled without any notice.
- 11.10 After completion of agreement period the company shall vacate the premises of the project site, and handover to the Vijayawada Municipal Corporation with in 1 month after completion, unless otherwise extended officially by the Municipal Corporation of Vijayawada.

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CHIEF ENGINEER

11.11 The lessee shall not assign, sub lease or part with possession of scheduled lease hold land and or any part thereof to any other agency for any purpose what – so-ever.

11.12 For the purpose of establishing and running the Bio - methanation plant, the firm is entitled to install plants related to only Municipal Solid Waste Management, laying roads, sanitary drainage and electrical lines, construct buildings and do all civil and mechanical works necessary for the project on the plant area at its own cost with prior approval of VMC.

11.13 Vijayawada Municipal Corporation has the right to terminate assignment at any point of time, if VMC finds any fault in the methodology for improvement, designs, non compliance of rules stipulated by CPCB / APPCB. The Designs and Modification in the process shall be vetted with APPCB / VMC authorities.

11.14 The land / property should not be mortgaged to any financial institution to get loan. The firm has the liberty to sell the Gas/Electricity/Manure produced in the plant to outside persons.

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ANNEXURE - I

LETTER OF ACCEPTANCE

From: _____ To _____

Gentlemen,

Sub:- Tender for

Ref:- Your Tender for the above work

* * * * *

Kindly refer to your letter No. dated
..... Forwarding your tender in
response to Invitation to Tender No.

You are hereby informed that the referenced tender is accepted.

You are requested to furnish the security deposit in the form specified in NIT of the
Conditions of Contract within _____ days of the receipt of this letter and are
also requested to be present at the Office of Chief Engineer, VMC,
_____, for execution of Contract documents within
_____ days of the date of receipt of this letter along with non judicial
stamp paper as per NIT conditions of contract.

The Contract will be governed by the Conditions of Contract as set out in the Tender
Documents subject to modifications accepted by the _____ VMC.

Please return this copy duly accepted and signed.

Yours sincerely,

(Signature)

Accepted

Signature, Name & Designation

Seal of Firm

SIGNATURE OF BIDDER

CHIEF ENGINEER

ANNEXURE – II**FORM OF AGREEMENT**

THIS AGREEMENT is made on the day of 200... between
 (name of Employer) of (mailing address of
 Employer) hereinafter called “the Employer”,
 of the one part and (name of Contractor)
 (hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer is desirous that certain works should be executed, viz (brief
 description of Works) and has, by Letter of
 Acceptance dated (date of Letter of Acceptance)
 ,
 accepted a tender by the Contractor for
 Operation and maintenance of such Works, NOW THIS AGREEMENT WITNESSETH
 as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies shall take precedence in the order set out above.
3. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the Works the Contract Price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective Common
 Seals to be hereunto affixed (or have hereunto set their respective hands and seals)
 the day and year first above written.

SIGNED, SEALED AND DELIVERED.

SIGNATURE OF BIDDER

CHIEF ENGINEER

By the said

By the said

Name

Name

.....

On behalf of the Contractor

On behalf of the Employer

In the presence of:

In the presence of:

.....

.....

Name

Name

Address

Address

.....

.....

.....

.....

SIGNATURE OF BIDDER

CHIEF ENGINEER

FORM OF BANK GUARANTEE FOR
SECURITY DEPOSIT / PERFORMANCE GUARANTEE

In consideration of the VMC, _____, (hereinafter called "VMC") having agreed to accept from _____ "the said Contractor(s)", a security deposit as may be modified from time to time wherever necessary under the terms and Conditions of the Contract entered into by the said Contractor(s) in respect of work _____, Contract No. _____ under the VMC for the due fulfillment of the terms and conditions of the said Contracts under the said Engineer, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only), we _____ Bank _____ branch, hereby undertake the guarantee to pay immediately to the VMC, on demand in writing by the VMC, an amount of Rs. _____ (Rupees _____) without any reservation and recourse against any loss or damage caused to or suffered by the _____ VMC by reason of any breach by the said contractor(s) of any of the terms and conditions of the said contract under the said VMC

We _____ Bank, _____ further agree that the guarantee hereby contained shall remain in full force and effect during the period that will be taken for the performance of the said Agreement under the said Engineer and that it shall be in enforcement until all the dues of the _____ VMC under or by virtue of the said Contract under the said Engineer have been fully paid and their claims satisfied or discharged or until the said Engineer certifies that the terms and conditions of the said Agreement under the said Engineer have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee subject, however, that the _____ VMC shall have no rights under this guarantee after (date). _____ We _____

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CHIEF ENGINEER

_____ Bank Ltd., lastly undertake not to revoke this
guarantee during its currency except with the previous consent of the VMC in writing.

Dated _____ day of _____ 2006.

For _____ Bank.

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CHIEF ENGINEER

ANNEXURE -IV
SECTION V – SCHEDULES
SCHEDULE – Q

FAIR WAGES CLAUSE AS PER G.O.Ms.No.1763/P.W.D.DATED:22-3-1963

A) The Contractor shall pay not less than fair wages notified by the Government from time to time to the labour engaged by him on the work. No claim will be entertained on account of any revision of minimum wages which may be ordered by the Government.

B) “Fair Wages” means wages whether for time or place work, notified by the Government from time to time in the area in which the work is situated.

C) The Contractor shall notwithstanding the revisions of any Contract to the contrary cause to be paid to the labour engaged by the Sub-Contractor in connection with the said work as if the labourers had been directly employed by him.

D) In respect of labour directly or indirectly, employed in the works for the purpose of the Contractor’s part of the agreement the Contractor shall comply with the rules and regulations on the maintenance of suitable records prescribed for this purpose from time to time by the Government. He shall maintain his accounts and vouchers on the payment of wages to the labour at the satisfaction of the Executive Engineer, VMC .

E) The Executive Engineer, VMC shall have the right to call for such records as required to satisfy himself on the payment of fair wages to the labour and shall have the right to deduct from the Contract a suitable amount for making good the loss suffered by the worker or workers by reasons of the “Fair Wages” clause to workers.

F) The Contractor shall be primarily liable for all payments to be made and for the observance of the regulations framed by the Government from time to time without prejudice to his right to claim indemnity from his Sub-Contractors.

G) Any violation of the conditions above shall be deemed to be a breach of his Contract.

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CHIEF ENGINEER

H) The Contractor will at all times duly observe the provisions of Employment of children Act XXVI of 1938 and any re-enactment or modification of the same and will not employ or permit any person to do any work for the purpose of under the provision of this agreement in contravention of the provisions of the said Act. The Contractor hereby agrees to indemnify the VMC against all claims, penalties which may be referred by the VMC, or any person employed by the Labour Department, Govt of AP by reason of any default on the part of the contractor in observance of the provisions of Employment of Children Act XXXI of 1938 or any re-enactment or modifications of the same.

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ANNEXURE – V
SECTION V – SCHEDULES
SCHEDULE – R

**QUARTERLY REPORT OF THE LABOUR EMPLOYED ON
 OPERATION AND MAINTENANCE ACTIVITY**

1. Return for the quarter ending _____ :

2. Name and Location of the Work _____ :

3. Name of the Contractor(s) _____ :

4. Employed on Government Works / :

VMC Works

Address

Place

District

State

5. Employment to Earning _____ :

a) Men _____ nos.

b) Women _____ nos.

6. Total No. of workers employed during the quarter. :

7. No. of persons employed by the Contractor, on the above work. :

8. Total No. of man hours worked during the quarter:

9. Total (Basic) Wages paid (in Rs.) _____ :

10. Total Net Earnings (in Rs.) _____ :

11. No. of working hours during the quarter :

a) On Normal Day _____ nos

b) On Saturday _____ nos

12 a) No. of man-hours of over-time _____ :
 worked during the quarter.

b) Over-time payment if any _____ :

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(in Rs.) during the quarter

- c) Total No. of working days :
during the quarter.
- d) Length of the Normal Wages :
periods.
- e) Accidents :

Number of accidents			Circumstances under
Fatal	Permanent disablement	Temporary disablement	which accident occurred

13. Total no. of accidents during the quarter :

14. Compensation paid if any (in Rs.) :

15. Volume and value of construction done during the quarter. :

16. a) Total cost of materials (approx.) :

b) Total payment of workers :

c) Overhead Charges (approx.) :

d) Total man hours worked :

e) Maternity benefits

i) No. of female workers who have been given
maternity benefit.

ii) Amount paid. :

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ANNEXURE - VI**SCHEDULES OF SUPPLEMENTARY INFORMATION**

(TO BE SUBMITTED IN SEALED COVER „A“)

SERIAL NO. / DESCRIPTION**SCHEDULE**

Schedule B	Form of Bank Guarantee for Earnest Money Deposit
Schedule C	Income Tax Clearance Certificate (Latest)
Schedule D	Sales Tax Clearance Certificate
Schedule E	Identification and Financial Data Sheet
Schedule F	Project Experience Record (Parts A, B, C & D)
Schedule G	Maintenance Equipment
Schedule H	Personnel
Schedule J	Bio-data of Technical Personnel of Tenderer
Schedule K	Record of Arbitration and Litigation
Schedule L	History of Criminal Cases
Schedule M	Form of General Power of Attorney
Schedule N	Joint Venture with proforma
Schedule P	Copy of Registration of Contractor / firm
Schedule Q	Affidavit

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SCHEDULE – B**FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

WHEREAS _____ (name
of firm hereinafter called „TENDERER“) wish to participate in tender enquiry No: EE-V-
127075/09

**dt for (Name of work) REVIVAL / MODERNAIZATION OF THE EXISTING BIO
METHANATION PLANT AT AJIT SINGH NAGAR INCLUDING
OPERATION AND MAINTENANCE UNDER TURNKEY METHOD at
Singhnagar in Vijayawada.**

AND WHEREAS in terms of the tender conditions the BIDDER is required to furnish
to the VMC a Bank Guarantee for a sum of Rs. _____ (Rupees
_____) as
earnest money against the Tenderer's offer aforesaid.

AND WHEREAS We, _____ Bank,
_____ branch have at the request of the BIDDER agreed
to give to the VMC this guarantee as hereinafter contained.

We, _____
Bank, _____ branch, hereby undertake the guarantee to pay
immediately to the VMC, on demand in writing by the VMC, an amount of Rs.
_____ (Rupees
_____) without any
reservation and recourse if the BIDDER shall for any reason withdraw whether
expressly or implied their said tender during the period of its validity or any extension
thereof or the BIDDER fails to execute the agreement for the work awarded to them by
the VMC.

We, The _____ Bank, _____
further agree to that our liability to pay the aforesaid amount is not dependent or
conditional on the VMC proceeding against the BIDDER and we shall be liable to pay
the amount without any demur, merely on a claim raised by the VMC.

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CHIEF ENGINEER

The guarantee herein contained shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the said BIDDER but shall in all respects and for all purposes be binding and operative until payment of all money(s) due to the VMC in respect of such liability under the guarantee is restricted to Rs. _____ (Rupees _____). Our guarantee shall remain in force until _____. We shall be relieved and discharged from all our liability there under.

We, the _____, undertake not to revoke this guarantee during its pendency/currency except with the previous consent of the VMC in writing.

Station :

Name of the Bank :

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SCHEDULE - C**INCOME TAX CLEARANCE CERTIFICATE****FORM – 'I'**

1. Name and style (of the Co., Firm, HUF or Individual) in which the applicant is assessed or assessable to Income-Tax and address for the purpose of assessment:
2. Names and addresses of all companies firms, Associations or persons in which the applicant is substantially interested in his individual or fiduciary capacity

Note: For the purpose of Clause (2) above the words
 „substantially interested“ would have
 the same meaning as in explanation to section 40A(2).

3. (a) The Income-Tax Circle/Ward/District in which the applicant is assessed and the

(b) In case of partnership firm:

Name of the Partner	Address	Permanent Account No.	Income-tax circle/ ward where assessed
(1)	(2)	(3)	(4)

4. The following particulars are to be furnished concerning the Income-Tax Assessments for the preceding five years:

Year	Total income	Tax demanded	Tax paid	Balance due
(1)	(2)	(3)	(4)	(5)

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5. (a) Has any penalty for concealment been imposed under the provisions of the Income-Tax Act, 1961 or Wealth-tax Act,

1957 on or after 1st April 1975?

(i) If answer is affirmative, the date, amount of penalty Imposed and the section under which imposed.

(ii) Has any appeal has been filed against the Penalty Order before the Appellate Assistant Commissioner of Income-Tax or before the Income Tax Appellate Tribunal? If so, what was the result thereof along with date of the appellate order?

(b) Has there been any conviction for an offence within the meaning of section 277 of the Income-tax Act, 1961 or under section 36(2) of the Wealth-tax Act, 1957 or under section 199/200 of the Indian Penal Code? If so, the date of conviction orders.

c) Details of total contract amount received by the applicant, whose name is mentioned against (1) above, during the preceding five accounting years.

Date of previous year ending	Assessment Year	Total Contract amount received	The name of the authority or persons from whom amounts are received
(1)	(2)	(3)	(4)

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6. In case there has been no I.T. Assessment for any year, whether returns have been submitted under section 139(2) and 133 of the Income-tax Act, 1961 or tax has been paid in advance under section 210(3) of the Income-tax, 1961 and if so, the amount of income returned for each year and tax of each of the five years mentioned above and the I.T Circle/Ward/District concerned where such returns have been filed, give reasons for the same.

Assessment year (1)	Income returned (2)	Tax paid on self- assessment u/s.140A (3)	Tax paid in advance u/s.210 (4)	Date of payment (5)
---------------------------	---------------------------	---	---------------------------------------	---------------------------

7. Whether any attachment certificate or proceedings are pending in respect of the arrears and the name and address of the branch(es) if any.

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

Signature of the BIDDER/ Contractor : _____

Date : _____ 20__ P A N : _____

Address : _____

Note: 1) Tax in Column 3 and 4 of para 4 include all items viz., I.T., S.T., Surcharge, etc.

SIGNATURE OF BIDDER

CHIEF ENGINEER

CERTIFICATE

I hereby certify that:-

- i) Information contained in this application has been verified from the assessment records and found correct.
- ii) The assessee has paid all tax demands due other than those, which have been stayed by the competent authority.
- iii) The assessee has been co-operating with the Department in facilitating the completion of the pending assessments.
- a) The period of three year has expired from the date of the appellate order of the Income-tax Appellate Tribunal confirming or partially confirming the penalty levied on or after 1-4-75 u/s.271(1)(c) of the Income-tax Act, 1961 or u/s. 18(1)(c) of the Wealth-tax Act, 1957.

Or

In cases where no appeal has been filed by the assessee against the penalty imposed on or after 1-4-75 under section 271(1)(c) of the Income-tax Act, 1961 or u/s.18(1)(c) of the Wealth-tax Act, 1957, the period of three years has expired from the date of imposition of the penalty.

- b) The period of three years has expired from the date of the order of conviction on or after 1-4-75 u/s.277 of the Income-tax Act or u/s.36(1) of the Wealth-tax At, 1957 or u/s.199/200 of the Indian Penal Code.

Note:- Delete whichever is inapplicable in the above certificate.

Date :

Signature of the I.T.O.

Seal :

Circle/Ward/District

SIGNATURE OF BIDDER

CHIEF ENGINEER

SALES TAX CLEARANCE CERTIFICATE

Office of the Commercial Tax Officer,

_____ Circle

GI.No.

Dated :

CERTIFICATE

This is to certify that M/s.

_____ having their

Regd. Office at address _____

_____ are on the rolls of the
Commercial Tax Officer, _____ Circle,

_____ with the following registration number(s):-

APGST No. _____

CST No. _____

They have filed their monthly A-2 returns and have paid tax up to
_____ under the APGST and CST Act and the assessment
has been completed for the Financial Year _____.

Commercial Tax Officer,

_____ Circle

SIGNATURE OF BIDDER

CHIEF ENGINEER

SCHEDULE - E**IDENTIFICATION AND FINANCIAL DATA SHEET**

Audited Financial Statements (Balance Sheet and Profit and loss account) for the last five years (Preceding last financial year) including Contingent Liabilities and Projects in progress duly certified by the Chartered Accountant in the format enclosed. (Illustrative example is also enclosed for guidance).

1. Latest Solvency Certificate from a Scheduled / Nationalized Bank, obtained not earlier than 3 months prior to tender date.
2. Certificate for credit limits from a Scheduled / Nationalized Bank, obtained not earlier than 3 months prior to tender date.

Note:

If the BIDDER is a company, Annual reports of the financial years 2004 to 2009, along with the audited reports under the Companies Act shall be furnished.

In case of tenderers other than the companies, if the turnover in any of the above financial years exceeds Rs. 60/- Lakhs per annum, the audited accounts along with the auditor's certificates under section 44 AB of the Income Tax Act shall be furnished. If the audited reports under section 44AB of Income Tax are not furnished for every year, it will be deemed that the turn over for that year was less than Rs.60 lakhs.

In case of tenderers other than the companies, if the turn over in any of the above financial years does not exceed Rs. 60 Lakhs per annum, the following certificate shall be given by the Chartered Accountant for each year for the Profit and Loss Account and the Balance sheet.

"We have audited the above Profit and Loss Account / Balance Sheet of _____ as on _____ for the financial year ending _____ and in our opinion the said accounts give a true and fair view. The said balance sheet and Profit & Loss Account are in agreement with books of accounts and returns produced and that we have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purpose of the audit.

4. Originals of the certificates shall be produced at the time of opening tenders.

SIGNATURE OF BIDDER

CHIEF ENGINEER

SCHEDULE –F PROJECT EXPERIENCE

PROJECT WISE EXPERIENCE											
PART B - ABSTRACT OF PHYSICAL ACHIEVEMENTS OF EXECUTED / COMPLETED WORKS											
S. No.	Description of work item as per Qualification Criteria	Minimum quantity of work required	Quantity of work completed in each of the last five financial years								
			2010-11	2009-10	2008-09	2007-08	2006- 2007	2005- 2006	2004- 2005	2003- 2004	2002- 2003

(Seal)

Name
Signature

Date
Designation

PROJECT WISE EXPERIENCE															
PART C - FINANCIAL ACHIEVEMENTS OF EXECUTED / COMPLETED WORKS															
S. No.	Name of project and location	Name and address of client (with telephone and fax	Value of completed work	Value of work completed each financial year (lakh Rs)											
				2010 -11	2009 -10	2008 -09	2007 -08	2006 - 07	2005 - 06	2004- 05	2003 -04	2002 -03			
			(lakh Rs.)												

Note: Certificates signed by a serving Executive Engineer (or equivalent) shall be furnished in proof of the above particulars the certificates shall be counter signed by a serving superintending Engineer or equivalent.

(Seal)

Name

Signature

Date

Designation

PROJECT WISE EXPERIENCE				
PART D - FINANCIAL DETAILS OF WORKS AWARDED AND ONGOING WORKS TO BE EXECUTED BY CONTRACTOR DURING THE PERIOD OF THE WORK UNDER CONSIDERATION				
SI No.	Name of Project and Location	Name and address of client (telephone & fax)	Value of works to be executed during the period of completion of the work under consideration (lakh Rs)	
			Awarded	Balance of ongoing works

**Note : Certificates signed by an Executive Engineer (or equivalent) shall be furnished in proof of the above particulars.
The certificates shall be countersigned by a Superintending Engineer or equivalent.**

(Seal)

Name
Signature
Date
Designation

SCHEDULE OF SUPPLEMENTARY INFORMATION - H

PERSONNEL

S No	Required		Proposed		Experience		
	Qualification	No.	Qualification	No.	Nature of work	Required experience in years	Experience of the proposed person in years

Name : _____

Signature : _____

Date : _____

Seal of Company Designation : _____

SCHEDULE OF SUPPLEMENTARY INFORMATION - J

BIO-DATA OF TECHNICAL PERSONNEL OF THE BIDDERWHO
WILL BE AVAILABLE FOR THE EXECUTION OF THE PROPOSED CONTRACT

(furnish data separately for each of the personnel)

- a) S.No. :
- b) Name :
- c) Designation :
- d) Qualifications :
- e) Duration of employment with Tenderer :
- f) Years of professional experience :
- g) Experience on works of similar nature during employment with Tenderer, and previous employment, if any. Details to be furnished in reverse order starting with present project

Name :

Signature _____ :

Date :

Seal of Company Designation :

SCHEDULE OF SUPPLEMENTARY INFORMATION – K

RECORD OF ARBITRATION & LITIGATION

The BIDDER shall record chronologically any disputes he has had with any of his previous Clients during the last 12 years, indicate whether Arbitration or Litigation, the nature, approximate duration and amount of claim involved in respective cases.

S no	Project Identification and Location	Name and Address of Client, tel & fax	Nature of Dispute					
			Description	Arbitration/ Litigation	Period From -To	Amount Claimed (lakh Rs).	Result	In favour of Client/ Contractor

Name : Date :

Signature : Designation :

Seal of Company

SCHEDULE OF SUPPLEMENTARY INFORMATION – L
HISTORY OF CRIMINAL CASES

S No	Name of Police Station	Town or Village and District	FIR No & Date	Details of the Charges	Stage of the case/ Result
------	---------------------------	---------------------------------	------------------	---------------------------	------------------------------

Name

:

Date

:

Signature

:

Designation

:

Seal of Company

SCHEDULE OF SUPPLEMENTARY INFORMATION – M

GENERAL POWER OF ATTORNEY

By this power of Attorney, I/We, s/o
 aged about years, r/o.

, Partners of
 having its registered office at
hereby appoint
, aged about years s/o.
 as our lawful attorney on behalf of the
 company, to do and execute all or any of the following acts, deed and things, that is to say:

- 1) To apply for, obtain and renew all licenses, permits, etc., that are necessary for carrying on the said business.
- 2) To submit all statements, returns, etc., to proper authorities as required by any law or rule in force and to verify the same by production of documents and papers.
- 3) To appoint, employ, dismiss or discharge any agent, broker, office, clerk, peon or any other person at such remuneration, commission, or salary, as the said attorney thinks fit.
- 4) To draw, accept, endorse, negotiate or pay any bill of exchange, hundi, promissory note, cheque, draft, railway receipt, bill of lading or other instrument which may be deemed necessary for carrying on the said business.
- 5) To open and operate bank accounts in any bank or banks in the name of the firm and/or to authorise any person or persons to operate the above bank account.
- 6) To borrow or raise loans from time to time, such sums of money, from any individuals, recognised financial institutions such as Banks, Andhra Pradesh State Financial Corporation, Industrial Development Corporation etc., and upon such terms as the said attorney may think fit upon the security of any of the properties of the firm whether movable or immovable and for such purpose to execute such document or documents as may be necessary for securing the repayment of such loan or loans.
- 7) To negotiate, enter into any bargain, do all acts, things or execute any deeds or documents or other instruments or assurances as may be necessary for selling, mortgaging or purchasing any movable or immovable property, from any individual, recognised financial institutions such as Banks, Andhra Pradesh State Financial Corporation, Industrial Development Corporation etc., and upon such terms as the said attorney may thinks fit.
- 8) To institute contest, compound, submit to arbitration all suits proceedings, claims, demands etc., arising in course of or in relation to the aforesaid business.

9) To execute and sign in our name individually or collectively and on our behalf any document, letter or deed in respect of to . carry on .. the business effectively.

And I/We hereby agree to ratify and confirm all and whatsoever our said attorney shall lawfully do or cause to be done by virtue of this deed.

In witness whereof, I/We the said partners has hereto signed at
on this the

WITNESSES:-

Name of Partner

Signatures

1. 1. 1.

2.

2.

2.

3.

3.

Date :

Financial proposal for

the Revival / operation & maintenance of the existing bio methanation plant.

Name of the Bidder:

Address:

Description of Work	Amount in figures	Professional fees With Taxes
Revival of the existing plant	Rs. (in fig.)	
O&M for the period of 5 years		

We have read the terms of reference attached with your request letter asking for financial bid and hereby submit the financial bid as above. We agree to abide by the terms and conditions as prescribed therein.

Signature & Seal

Authorized Signatory

Name:

Designation:

Date

SCHEDULE OF SUPPLEMENTARY INFORMATION - N

JOINT VENTURE AGREEMENT (Format)

The Joint Venture Agreement made at _____ on this day
of _____ th _____, 200_____.

M/s. _____ a Registered partnership firm
/ Construction company / Contractor / Manufacturer etc., having its registered office at
_____, represented by its _____
hereinafter called and referred as the party of the **First Part**.

M/s. _____ a Registered partnership firm
/ Construction company / Contractor / Manufacturer etc., having its registered office at
_____, represented by its _____
hereinafter called and referred as the party of the **Second Part**.

M/s. _____ a Registered partnership firm
/ Construction company / Contractor / Manufacturer etc., having its registered office at
_____, represented by its _____
hereinafter called and referred as the party of the **Third Part**.

.....
.....
WHEREAS the party of the First Part is a Construction Company / Contractor / Partnership
Firm / Manufacturer / Undertaking major civil Works / Supply of goods and equipment such as
CI / DI / RCC / PSC / MS Pipes / Pumps / Motors / Water Meters etc.

WHEREAS the party of the First Part is a Construction Company / Contractor / Partnership
Firm / Manufacturer / Undertaking major civil Works / Supply of goods and equipment such as
CI / DI / RCC / PSC / MS Pipes / Pumps / Motors / Water Meters etc.

AND

WHEREAS the party of the First Part is a Construction Company / Contractor / Partnership
Firm / Manufacturer / Undertaking major civil Works / Supply of goods and equipment such as
CI / DI / RCC / PSC / MS Pipes / Pumps / Motors / Water Meters etc.

WHEREAS the parties, hereto have associated themselves into a Joint Venture / Consortium for
the purpose of preparing and submitting Pre-qualification / Post-qualification / Tender for and
successfully _____ executing _____ the _____ works _____ of
“ _____

_____” for which tenders have been invited by
the VMC vide Tender Notice No. _____, Dated: _____.

WHEREAS it is mutually decided by the parties hereto that the Joint Venture / Consortium will be known as _____ - (Consortium) and that the part of the First Part viz., and submitting of tender on behalf of the Joint Venture / Consortium.

Now therefore, it is hereby agreed and declared by and between the parties hereto as follows.

1. Definitions:

In this Agreement the following expression shall have the following meaning.

JOINT VENTURE / CONSORTIUM – for the purpose of this agreement shall mean acting in collaboration by the parties hereto in a Joint Venture.

JOINT VENTURE – shall mean all the parties to this Agreement acting jointing and / or severally to execute the “Works”.

The extent of such acting jointly and/or severally shall be as enumerated below.

THE WORKS – Shall mean, the works as described in the Schedule hereunder written and any sanctioned venation"s thereto.

THE CONTRACT – shall mean any contracts entered into by the Joint Venture with the Employer for the execution of the works. THE EMPLOYER – shall means, the Superintending Engineer, VMC for the work as per Contract.

Preparation & Submission of Tender:

The parties of the Joint Venture (JV) shall jointly prepare and submit the pre-qualifications / post-qualification / tender documents in the name of the Joint Venture which shall be in such form and shall contain such items and conditions as the employer shall require. After its preparation and submission as aforesaid, the Joint Venture shall be jointly and severally bound by the provision of the tender or tenders and none of the party of the Joint Venture can vary or seek to vary the same without previous written consent of the other.

Any bond, Guarantees or Indemnities required by or arising out of the terms and conditions of the tender or contract shall be procured by the parties proportionate to their share of participation or as agreed by mutual consent. In connection with submission of the tenders and the execution of the works, no party of this Join Venture shall in any way act either alone or jointly with, by or through any other party in a manner likely to be detrimental to the tender and/or execution of the work(s).

The Acceptance of Tender:

If the employer accepts the tender it shall be joint binding on the Joint Venture. In that event, the Leader of the Joint Venture shall for an on behalf of the Joint Venture enter into a contract in consultation with the parties herein, with the employer to execute the works and the members of the Joint Venture do hereby jointly and severally bind themselves to fulfill the contract and execute the work faithfully and perform and observe all the terms and conditions thereon of both as to one another and to the employer. If the said Joint Venture is successful in procuring and executing and completing the said works, the parties of the Joint Venture will discharge the responsibilities of each as required for proper execution of work.

Participation:

Each member of the Joint Venture agrees to place at the disposal of the Joint Venture, the benefit of all its experience, technical knowledge and skill and shall in all respects bear its share of responsibility and burden of completing the contract. The parties herein shall be responsible for physical and financial distribution of work as under:

<u>Name of the Company</u>	<u>Physical & Financial Distribution of Work</u>
1.	
2.	
3.	
4.	
5.	

Execution and Control of Works:

The performance of the contracts and execution of the works will be subject to the overall control of a Supervisory Board, which will consist of representatives of all the parties hereto, holding Power of Attorney. Subject to the overriding authority of the supervisory board, execution and carrying out works, co-ordinated, managed and directed by the project manager appointed by the Leader of the Joint Venture.

Working Capital and Banking Accounts:

As soon as necessary after acceptance of the tender, the Leader of the Joint Venture shall open a separate Bank Accounts with the concurrence of the parties with such bankers and at such places. The members of the Joint Venture shall contribute such sums commensurate to their value of works to the said accounts as required for proper performance of the contract. The said Banking Accounts shall be operated in accordance with the instructions of the Supervisory Board.

Assignment:

No parties to this Agreement shall have the right to assign or its benefits or liabilities under this Agreement to any other, firm or person without obtaining the prior written consent of the other parties.

Law:

All the disputes under this Agreement shall be subject to the jurisdiction of the Vijayawada Courts only.

IN WITNESS WHEREOF the parties hereto have set the subscribed their respective hands hereinto on the day month and year first herein above written.

SIGNED AND DELIVERED BY

- 1.
- 2.
- 3.
- 4.
- 5.

Witness:

- 1.
- 2.

SCHEDULE OF SUPPLEMENTARY INFORMATION – P**Contractor's Registration**

1. Copy of Contractor's Registration in the required class and above shall be enclosed

SCHEDULE OF SUPPLEMENTARY INFORMATION – Q

AFFIDAVIT

I/We _____ certify that the information furnished by me/us in the Schedules of Supplementary information F, G, H, I, J, K, L and M is true and agree that my / our tender shall be rejected if I/We am/are found to have misled or made false representation in the form of any of the Schedules of Supplementary information and/or statements submitted in proof of the eligibility and qualification requirements or if I/We have a record of poor performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure and/or has/have participated in previous tendering for the same work/s and had quoted unreasonable high tender premium. In addition I/We shall be blacklisted and the work be taken over invoking clause no 60(a) of the General conditions of contract and Conditions of particular application.

I/We _____ agree to be disqualified for tendering further works in the VMC if I/We _____ withdraw my/Our tender without a valid reason (to be decided by the Authority competent to accept the tender).

I/We _____ certify that no criminal cases are pending against me/us partners at the time of submitting the tender.

I/We _____ accept that my/our tender shall be rejected if any criminal cases are pending against me/us/partners of the firm at the time of submitting the tender.

I/We _____ agree that if the history of litigation, criminal cases pending against me/us/Partners furnished by me/us is false, I/We _____ will abide by the action taken by the VMC / Andhra Pradesh Government without approaching any court whatsoever for redress. However, I/We shall be given suitable opportunity to offer my/our explanation before action is taken against me / us.

I/We _____ certify that the following addenda issued by the VMC have been received by me/us and incorporated in my /our tender.

1 dated

2 dated

3 dated

(Add if the addenda issued are more than 3)

7. Further I / We _____ certify that no near relatives(as defined in IT 3.3(e)) are working in the VMC.

8. I / We _____ also agree to undertake to keep accurate and system of accounts, records and furnish the same (including that of sub-contractor) and agree to reimburse VMC any excess amount claimed by me / us over and above my / our entitlement as per clause 98 of the General Conditions of contract.

Dated this day of 2006

Signature in the capacity of duly authorised to sign the

Tender for and on behalf of

.....

(Block Capitals)

Signature of Witness :

Name of Witness :

Address of Witness :

ANNEXURE-VII

PROFILE OF VIJAYAWADA CITY

Introduction:

Vijayawada is the third largest city in the state of Andhra Pradesh after Hyderabad and Visakhapatnam, located on banks of river Krishna. Vijayawada has considerable historical importance and cultural heritage. It is considered as the agricultural and commercial capital of Andhra Pradesh. It is a major railway junction connecting north and south India. The population of Vijayawada city was around 0.75 million in 1991, which has increased to 0.90 million by 2001. The Vijayawada Urban Agglomeration is identified as one of the 35 metropolitan cities in India with a population of 1.01 million as per 2001 census. The area of the city stood at 58 square kilometres. Vijayawada city has a density of about 12,000 persons per square kilometre. Vijayawada Municipal Corporation was constituted on 1st April, 1888 with an area of 30 Sq.Kms and was upgraded as selection grade in the year 1960. The Municipality was upgraded to Corporation in 1981.

The rail and road trunk route link Madras, Delhi, Calcutta, Machilipatnam and Hyderabad at Vijayawada, which is one of the largest traffic, centres in South India. An AuMTagar, which is the hub of automobile, related activities.

Vijayawada is a major tourist destination in the state having a number of pilgrimage and historical sites. The most prominent ones being Prakasam Barrage, Kanaka Durga Temple, a 56 feet Stupa on the Gandhi Hill, a Planetarium and the Mogalrajapuram caves, which are one of the unique caves in the entire South India. The other famous caves are the Undavalli caves, situated about 8 Kms from Vijayawada. These caves were built in 7th century A.D

Vijayawada: A Brief Profile

The total population of the city according to the 2001 census is 851282. The growth rate of population between 1991 and 2001 is 22%. The population density is 10152. The sex ratio is 974, while the literacy rate is 69%. A brief of social economic profile of Vijayawada is given in table below:

Vijayawada: A Brief Profile

S. No.	Item	Unit	2001
1.	Population	Lakhs	851282
2.	Males	„	431243
3.	Females	„	420039
4.	Females per 1,000 Males	(Number)	974
5.	Literates		591352 (69%)
6.	a) Males	Lakhs	317602 (74%)
7.	b) Females	„	273750 (65%)
8.	Literacy Rate	(%)	69%)
9.	Main Workers	Lakhs	256318
10.	Cultivators	„	1566 (0.18%)
11.	Agricultural Labour	„	3950 (0.46%)
12.	Density of Population	(Per Sq.Km)	10152
13.	Scheduled Castes Population	Thousands	69359
14.	Population as a% to total population	(%)	0.08%
15.	Scheduled Castes		
16.	Scheduled Tribe Population	Thousands	8644
17.	Population as a % to total population	(%)	0.01%
18.	Scheduled Tribes		
Source: 1991 Census & 2001 Census, Hand book of Statistics - Krishna District			

Vijayawada had an estimated slum population of 0.15 million in 1987 spread over an area of 758 acres in 136 slum pockets. The slum population has gone up to 0.22 million by 1997 constituting 26 percent of the total city's population. The concentration of slums in Vijayawada city is more on the south eastern part of the city. The slums are predominantly spread along the riverbanks of Krishna and its tributaries / canals.

Existing conditions

Climate:

The climate of Vijayawada is tropical in nature with hot summers and moderate winters. The months of April to June are the summer months with the temperature ranging from a minimum of 27⁰ C to 45⁰ C. The temperature during winter months ranges from 28⁰ C to 17⁰ C. The average humidity ranges from 68% to 80% during summer season. The annual rainfall in the region is about 965mm and is contributed by the south west monsoons.

Geology:

The region forms a part of Eastern Ghats comprising of Khondalites, Charnockites, Quartiles and Quartz Veins, Minerals like Khandalites and Charnackites are predominantly found in the region of the Vijayawada, Guntur, Tenali Urban Development Area. Three types of soils namely, Alluvial, Black, Reger and Red ferrogineous are predominantly found in the area with fertile alluvial soils in the Krishna delta area of Vijayawada.

Topography:

The Northern, North-Western and South-Western parts of this region are covered by a low range of hills while the Central, South-Western and South-Eastern parts are covered by rich fertile agricultural lands irrigated by left and right canal systems under the Krishna barrage constructed across the river. The prominent hills in this region are Kondapalli, Indrakiladri and Mogalrajapuram hills.

Hydrology

The city is located on the bank of river Krishna and 3 canals and there is a one rivulet passing in the city.

Demography

The city has witnessed a rapid growth over the past two decades with an average decennial growth rate of 43.15%. During the period 1971-81 the net growth has been about 57.57% attributed to a large influx of the rural population to the city. However, during the past decade 1981-91, the growth has stabilised with a decadal population growth of 29.16%. The growth in the city's population is as detailed in table.

Population Growth

<u>Year</u>	<u>Population (lakh)</u>	<u>Average annual growth rate (%)</u>
<u>1981</u>	<u>454527</u>	<u>43.26%</u>
<u>1991</u>	<u>701827</u>	<u>54.41%</u>
<u>2001</u>	<u>851282</u>	<u>21.30%</u>
<u>2005 (Estimated)</u>	<u>10,00,000</u>	<u>14.87%</u>
<u>2011 (Projected)*</u>	<u>11,50,000</u>	<u>13.04%</u>

The development of the town has largely been confined to few of the central wards comprising of wards 4 to 21 and wards 26 to 35. On the other hand 15 of the total 50 wards are sparsely populated. There are over 27500 persons per square kilometre in developed areas and the trend is towards further consolidation and concentration of these densities. While the wards 1, 2, 49 and 50 exhibit a high rate of growth, the central wards like 15, 16, 17 exhibited a rather low growth rate. The average density of the Corporation is about 121 persons per hectare with a maximum density of 73600 persons/Sq.Kms in ward No.36. Vijayawada city has a density of about 12,000 persons per square kilometre.

The contributors to population growth are mainly the natural increase and the in migration from the surrounding villages.

Slums and the Urban Poor:

Vijayawada with an estimated slum population of 2.27 lakhs in 1987 spreads over an area of 758 acres, comprising of 136 pockets. The spatial distribution of slums has been indicated in plate No.3. the concentration of the slums is more on the South-Eastern parts of the city and are predominantly spread over the banks of river Krishna and its tributaries / canals.

The population in 1991 was about 2.48 lakhs constituting 32% of the total city's population of the total 0.5 lakhs of employed persons, about 60% are casual labourers followed by the salaried class at 22% and petty business at 11. A slum improvement project with an ODA assistance is in progress. Table 2.3 below categorises slums based on the type of land on which they are situated.

Vijayawada had an estimated slum population of 0.15 million in 1987 spread over an area of 758 acres in 112 slum pockets. The slum population has gone up to 0.22 million by 1997 constituting 26 percent of the total city's population. The concentration of slums in Vijayawada city is more on the south-eastern part of the city. The slums are predominantly spread along the riverbanks of Krishna and its tributaries / canals.

As per 2001 census there were 1,80,000 residential houses with assessments Numbers having a population of 8,51,282.

Economic Base – Occupational Structure, Dominant Sectors And Activities Occupational Pattern:

As per the 2001 census over 30% of the total population comprises of the city work force and the occupational pattern of Vijayawada indicates that it is a major centre for tertiary activities. While 69.37% of the total workers in 1991 belonged to the tertiary sector, the proportion has increased to 71.81% of the total work force in 2001. On the other hand there has been a decline in the proportion of workers in the secondary sector from 27.57% to 21.64% during 1991 and 2001 respectively. A detailed composition of the work force has been enumerated in Table.

Trade and Commerce:

The city of Vijayawada is traditionally the main agricultural market centre for Krishna basin. It acts as a major commercial centre to a host of wholesale and retail activities dealing in consumer goods, textiles, automobiles, industrial products etc. It is also a major trading place for processed Virginia Tobacco, CotMT and Turmeric. The agricultural commodities produced in this part of Andhra finds its market in Vijayawada both for local consumption and export. Vijayawada is also known for its Mango exports, generating crores worth to turnover, annually.

Industries:

Agro based industrial activity is predominant around the city. The industrial base consists of solvent extraction plants, rice mills, oil and dal mills etc. There are two Industrial Estates under the influence of the city.

Auto Nagar Industrial Estate, located in the Eastern part of the city, near Patamata, covering 340 acres, houses industrial units which are mostly small and medium in nature.

The other estate is located at about 16 Kms from the city at Kondapalli. The total extent of the estate is 439 acres and comprises of 620 plots. The proposed developments in this estate are storage facilities for major oil companies and the land acquisition for the same is in progress.

Other areas where industrial activities are concentrated, is on the periphery of the city, near Kanuru, with large units like solvent plants and other agro industries establishing base in the area. The presence of a Super Thermal Power Station near Vijayawada has a bearing on the industrial development of the region. The diverse economic activities has increased rapidly over the past few decades in various fields manifested in the influx of work force and a consequent growth in population. Table enumerates the employment and number of industries in Vijayawada.

Industrial Statistics of Vijayawada:

Type of Industry	Number
Small Scale Industries	2500
Large and Medium	9
Persons Employed	18000

ANNEXURE - VIII
PHOTOS OF THE EXISTING BIO METHANISATION PLANT
BELT CONVEYOR



PULVARISER CUTTING MACHINE, SAND SEPERATOR



LABORATORY EQUIPMENT
MUFFLE FURNACE & HOT AIR OWEN



LABORATORY EQUIPMENT B.O.D. INCUBATOR



BIO GAS STORAGE ROOMS



PRIMARY AND SECONDARY DIGESTERS



BIO GAS PURIFICATION SCRUBBER



BIO GAS ENGINE



NUTRIENT DOSING TANK



CONTROL PANEL BOARDS



MASTER PLAN



CENTRIFUSE MOTOR



CENTRIFUSE TANK



CENTRIFUSE ROOM WITH TANK



RECIRCULATING TANK**OFFICE ROOM**

EFFLUENT TREATED WATER TANK**BIO GAS ENGINE & OFFICEROOM**

ANNEXURE IX

SITE PLAN

