



वाष्कोस लिमिटेड
WAPCOS LIMITED

(भारत सरकार का उपक्रम – जल शक्ति मंत्रालय)
(A Government of India Undertaking - Ministry of Jal Shakti)

76-C, Sector-18, Gurugram-122015, Haryana

TENDER DOCUMENT FOR

**Empanelment of Agencies for setting up of Green
Thermal Faecal Sludge and Septage Treatment Plants
of different capacities and O&M for 5 years across
India**

WAP/WRD/EMPANEL/AI/FSTP/TT/2022

Date: 09/05/2022

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NOTICE INVITING TENDER (NIT)

NOTICE INVITING TENDER (NIT)

WAP/WRD/EMPANEL/AI/FSTP/TT/2022

Date: 09/05/2022

WAPCOS Limited (A Govt. of India Undertaking), invites **"Online Electronic Tenders"** from experienced Agencies and competent bidders for the work as per the following details:

1.	Name of Work / Project	:	Empanelment of Agencies for setting up of Green Thermal Faecal Sludge and Septage Treatment Plants of different capacities and O&M for 5 years across India
2.	Site / Location	:	PAN India
3.	Website for viewing tender	:	www.wapcos.gov.in and www.etenders.gov.in
4.	Website for Registration/ Procurement/ uploading of Tender and also viewing & procurement of the Corrigendum/ Addendum, if any.	:	www.etenders.gov.in
5.	Approximate Average Estimated Construction Cost of Unit	:	Will be as per financial bid for each unit
6.	Cost of Tender Document	:	Rs. 50,000/- (in form of Demand Draft in favor of WAPCOS LIMITED payable at Gurugram and it is not refundable)
7.	Earnest Money Deposit/	:	Rs. 2,00,00,000/- (Rupees Two Crores only) shall be deposited in the form of an Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque, Bank Guarantee from scheduled/ nationalized/ commercial banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects in favour of "WAPCOS Limited" payable at New Delhi / Gurugram and submitted in sealed envelope cover before the last date of technical bid submission.
8.	Project Completion Period	:	1. As per Terms and conditions 2. O&M for a period of 5 years and could be extended for another 5 years
9.	Defects Liability Period	:	1 Year from the date of commissioning of plant
10.	Validity of Bid/Tender	:	180 Days from Bid Opening date
11.	Site Visit	:	Not mandatory
12.	Pre Bid Meeting (for the bidders who conducted mandatory site visit)	:	The pre-bid meeting will not be held. Bidder can ask queries in writing to tender inviting authority (WAPCOS LIMITED) before 10 days of tender first submission date as mentioned in NIT. Any amendment(s)/corrigendum/clarification(s) with respect to this Tender shall be uploaded on the E-Procurement website only. The bidders should keep themselves updated by regularly visiting the E-Procurement

		website for any amendment/corrigendum/ clarification in regard to this Tender.
13.	Last date & time of Procurement /download of tender Document	: 24/05/2022 up to 12:30 hours As per the condition of e-Tendering, the bidder must officially procure/ download the tender documents from the CPPP portal (www.etenders.gov.in) in order to bid before the date and time given for procurement.
14.	Offline Submission of Technical Document, Tender Fees etc. as detail in Tender for bidders.	: 25/05/2022 up to 13:00 hours in the office of Additional Chief Engineer (WRD), WAPCOS Gurgaon
15.	Last date & time for online submission of Technical & Financial Bid	: 24/05/2022 up to 16:00 hours
16.	Online opening of Technical Bid	: 25/05/2022 at 16:00 hours
17.	Online opening of Financial Bid	: Will be Intimated to Technically Qualified Bidders.
18.	Performance Security	: 3% (Three Percent only) of Contract value within 15 working days from the issue of Letter of Award (LoA)
19.	Security Deposit	: 2.5% (Two point Five Percent only) of Contract value which will be deducted in each RA bill and will be paid after release of final payment
20.	WAPCOS Communication address during Tendering and execution of works	: Additional Chief Engineer (WRD), A-21, WAPCOS Limited 76-C, Sector-18, Gurugram-122015, Haryana Email: wrd@wapcos.co.in Contact No. +91-124-2399427 / 431
21.	Price Adjustment	: The rates quoted by the Bidder shall be firm & fixed and in addition Inflation rates shall be applied year to year if seems to be reasonable and will be governed by established indexation method for items under consideration.

Exemption in Tender document fee & EMD for registered Start-ups & Micro and Small Enterprises only under MSME: The companies who are registered with Micro & Small Enterprises and have a Udyog Aadhar Memorandum (UAM) classifying as micro or small are exempted from the submission of Tender document fee / EMD on submission of requisite proof in the form of valid certification from MSME/Udyog Aadhar Memorandum (UAM). Any one member of JV/consortium can submit MSME registration or UAM at the time of bid to avail exemptions in the tender.

If the office of WAPCOS Limited, Gurugram happens to be closed on the last date and time mentioned for any of the event, the said event will take place on the next working day at the same time and venue.

The tender document has to be downloaded from above specified website. Bidders are advised to visit above specified website regularly for updates/Amendments/Corrigendum, if any. The Updates/Corrigendum/Addendum shall be followed up to submission of tender and it will be the part of tender. The full details about the work, specifications, Drawings, terms and conditions shall be available in the Tender Document. The tender document has to be submitted online on website.
www.etenders.gov.in

The purpose of this NIT is to provide interested parties with information to assist the preparation of their bid. While WAPCOS Limited has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither it nor any of its authorities or agencies nor any of its respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Further, WAPCOS Limited does not claim that the information is exhaustive. Respondents to this NIT are required to make their own inquiries/ surveys and will be required to confirm, in writing, that they have done so and they did not rely solely on the information in NIT. WAPCOS Limited is not responsible if no due diligence is performed by the bidders.

IMPORTANT POINTS

- i. Bidder may be a natural person, private Entity, government-owned Entity or, where permitted in the Bidding documents, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture [JV] or Consortium Association with maximum two partners.
- ii. In the case of a Joint Venture or Consortium - a Joint Venture or Consortium shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture or Consortium during the Bidding process and after that as a lead member. The lead member can be assigned among the consortium/JV members by their mutual consent. In the event the Bid of Joint Venture or Consortium is accepted, either they shall form a registered Joint Venture or Consortium as company/firm or otherwise all the parties to Joint Venture or Consortium shall sign the MOU stating the mutually agreed upon Lead member and the roles and responsibilities of both members of the Consortium
- iii. For the purpose of this tender – the word 'bidder' shall mean the entity bidding OR member of JV/Consortium as applicable.
- iv. All Bidders are hereby cautioned that Bids containing any deviation or reservation as described in Clauses of "Instructions to Bidders" shall be considered as non-responsive and shall be summarily rejected.
- v. WAPCOS Ltd. reserves the right to accept or reject any or all bids without assigning any reasons. No Bidder shall have any cause of action or claim against the WAPCOS Ltd. For rejection of his Bid and will not be bound to accept the lowest or any other tender.
- vi. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.
- vii. All information submitted in response to this NIT shall be the property of WAPCOS Limited and it shall be free to use the concept of the same at its will.
- viii. It is hereby declared that WAPCOS is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the WAPCOS.

**For and on behalf of
WAPCOS LIMITED**

**Additional Chief Engineer (WRD)
WAPCOS Gurgaon**

SECTION-I

INSTRUCTION TO BIDDER

SECTION-I

INSTRUCTION TO BIDDER

- 1.1 The bidder/any one member of the JV/consortium are/is required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://etenders.gov.in/eprocure/app> .

REGISTRATION

- 1) The bidder/any one member of the JV/consortium are/is required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidder/any one member of the JV/consortium are/is will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse. In the case of JV/consortium, DSC of any one member of the JV/consortium shall suffice.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as

indicated in the tender document.

- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

1.2 BID SUBMISSION

The entire bid-submission would be online process through ETS. Broad outline of submissions are as follows:

- Technical Bid (Envelope-I of the Tender Document)
- Financial Bid (Envelope-II of the Tender Document)

1.3 OFFLINE SUBMISSION OF DOCUMENTS BY BIDDER

The Bidder shall Mandatorily submit following document offline in separate sealed envelopes also before the end time of submission of bid.

- **Technical Qualification Documents in original as mentioned in “Section-II - Selection and Qualifying Criteria”**
- **Originals of EMD, Tender Fee and Solvency certificate in a separate envelope.**

1.4 MINIMUM REQUIREMENTS AT BIDDER’S END

Computer System having configuration with minimum Windows 7 or above, and Broadband Connectivity.

- Microsoft Internet Explorer 7.0 or above
- Digital Certificate(s)

2 INSTRUCTION TO BIDDER

The purpose of these instructions to serve as a guide to Bidders for preparing offer for carrying out the project in all respect.

- a) The Schedule of Quantity is given in Annexure-I. The tenderer has to quote their offer in Item Rate in Schedule of Quantities. The Item-Rate shall be quoted up to 2 decimals. The tenderer shall quote rate(s) in figures as well as in words. In case of any discrepancy between the two, rate(s) quoted in words shall prevail. In case of

discrepancy between quoted rate and amount, rate shall prevail. The payment will be made as per the actual work done and item wise measurement basis. Bidders are advised to examine the available Cost Index/ Market Rate while submitting the tender.

- b) Bidders are advised to quote their rates including the lead/lift/carriage of material at site as per the site conditions. No request for the lead/lift carriage shall be considered after the award of the work.
- c) Submission of a tender by a tenderer implies that the tenderer has read this notice and all other Tender Documents and has made himself aware of the scope, the specifications, and conditions of contract, local conditions and other factors having bearings on the execution of the work.
- d) WAPCOS Limited desires that the bidders, suppliers, and Sub-Contractors under the Project; observe the highest standard of ethics during the performance, procurement and execution of such contracts. In pursuance of this requirement, WAPCOS Limited, defines, for the purposes of this provision, the terms set forth below:
 - i. "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - ii. "Fraudulent Practice" means any act of submission of forged documentation, or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation, or to succeed in a competitive bidding process;
 - iii. "Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - iv. "Collusive Practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
 - v. Will reject the award of Contract, even at a later stage, if it determines that the bidder recommended/ selected for award/awarded has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for the Contract; Will sanction a party or its successors, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any further bidding/procurement proceedings under the Project, if it at any time determines that the party has, directly or through

an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for, or in executing, the contract.

- vi. The party may be required to sign an Integrity Pact, if required; and WAPCOS Limited will have the right to require the bidders, or its suppliers, Contractors and Contractors to permit WAPCOS Limited to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by WAPCOS Limited at the cost of the bidders.
- vii. The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a bid and for entering into a contract, must examine the Drawings, must inspect the sites of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. WAPCOS Limited will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- viii. The Contract shall be governed by each SECTION OF TENDER DOCUMENT i.e. instructions to bidders, selection & qualifying criteria, scope of works, General Conditions for Contract (GCC), Special Conditions for Contract (SCC), Annexures, Forms, Drawings, Technical Specification, Addendum / Clarification / Corrigendum etc. and all other Conditions mentioned in the tender documents.
- ix. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the Conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD and Tender Document Fees of requisite amount in acceptable format, Bids in altered/modified formats, or in deviation with any other requirements stipulated in the tender documents are liable to be rejected.
- x. The bidders shall not tamper or modify any part of the tender documents in any manner. In case in part of the bid is found to be tampered or modified at any stage, the bids are liable to be rejected, the contract is liable to be terminated and the full earnest deposit/retention money/performance guarantee will be forfeited and the bidder will be liable to be banned from doing any business with WAPCOS Limited
- xi. Incomplete Price bid shall be liable to be rejected, at the discretion of WAPCOS Limited. The total bid price shall cover the entire scope of works covered in the tender.

3 EARNEST MONEY DEPOSIT (EMD)

1. An EMD in the form of an Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque, Bank Guarantee from scheduled/nationalized/commercial banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects of the value as specified in the "NIT" may be submitted in favour of "WAPCOS Limited" payable at New Delhi / Gurugram. Such EMD shall be fully exempted for bidders with MSME certification for micro & small enterprises only.
2. The Bank Guarantee should be valid for **180 days from bid opening date**. The hard copy of the original instrument in respect of EMD must be submitted at the address as mentioned in NIT as a part of Technical Bid on or before bid opening date and time as specified. Bid will not be accepted if original payment instrument against the submitted bid are not reached by the specified date and time.
3. Bids not accompanied with EMD shall be rejected as non-responsive.
4. The EMD of the unsuccessful bidders would be returned within 30 days of signing of the contract with the successful bidder.
5. Format of the EMD is mentioned is **Annexure II**.
6. The bank details of WAPCOS Limited are
 - Account Number – 193502000000281
 - A/c Holder – WAPCOS Limited
 - Bank Name – Indian Overseas Bank
 - Branch name: NHB, Gurugram
 - IFSC code: IOBA0001935
7. Unsuccessful bidder's EMD will be released after award of work to the Successful bidder.

Forfeiture of EMD

The entire EMD shall be forfeited by WAPCOS Limited in the following events:

1. If the Bidder varies or modifies its proposal in a manner not acceptable to the tender inviting authority (TIA) after opening of Bid during the validity period or any extension thereof.
2. If the Bidder tries to influence the evaluation process or canvassing of any kind.
3. If the Bidder/s selected as 'Service Provider/s' chose to withdraw the Bid before the finalization process (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Bid by the Bidder).

4 TENDER FEE

The Tender Fee Deposit as mentioned in NIT and shall also be submitted in physical form in courtesy of WAPCOS Ltd payable at Gurugram. Such Tender Fee shall be fully exempted for bidders with MSME certification for micro & small enterprises only.

5 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation & submission of the Bid as well as costs associated for facilitating the evaluation. WAPCOS Ltd shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6 LANGUAGE OF BID

The Bid and all related correspondence and documents relating to the Project shall be in English language only. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate English translation which shall be certified by a qualified translator. Any material that is submitted in a language other than English and which is not accompanied by an accurate English translation will not be considered.

7 CURRENCY OF BID

Bid prices shall be quoted in Indian Rupees only.

Tender submitted by tenderer shall remain valid for acceptance as mentioned in NIT from the date set for submission of the tender. The tenderer shall not be entitled within the said period to revoke or cancel or vary the tender given or any item thereof, without the consent of WAPCOS Limited. In case tenderer revokes, cancels, or varies his tender in any manner without the consent of WAPCOS Limited, within this period, his earnest money will be forfeited.

WAPCOS Limited reserves the right to reject any or all the bids or to cancel the Tender, without assigning any reason(s) whatsoever.

**For & on behalf of
Tenderer**

SECTION – II

SELECTION AND QUALIFYING CRITERIA

SECTION- II

SELECTION AND QUALIFYING CRITERIA

1.0 SITE VISIT

Intending Bidder(s) are advised to inspect and examine the site and its surroundings at his own cost and to satisfy themselves before submitting their bids. The bidder shall satisfy regarding all aspects of site conditions such as rainfall, temperature, humidity, accessibility etc., of the area before submission of the bid. No claim will be entertained on the plea that the information supplied by WAPCOS is insufficient. The Bidder at his own expense, interest, responsibility and risk, must visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract.

2.0 PRE-BID MEETING

The pre-bid meeting will not be held. Bidder can ask queries in writing to tender inviting authority (WAPCOS LIMITED) before 10 days of tender first submission date as mentioned in NIT. Any amendment(s)/corrigendum/clarification(s) with respect to this Tender shall be uploaded on the **E-Procurement website** only. The bidders should keep themselves updated by regularly visiting the E-Procurement website for any amendment/corrigendum/ clarification in regard to this Tender. Any clarifications sought there after shall strictly not be considered

3.0 QUALIFYING CRITERIA: ONLINE & OFFLINE TECHNICAL BID SUBMISSION

The intending bidders must read the terms & conditions of tender documents carefully. He should only submit his technical bid if he considers himself eligible and he is in possession of all the documents required.

The Technical Bid shall be uploaded **with properly readable coloured scanned copies of following documents. All the documents must be Serial wise as stated below along with check list and clearly marked page no. on each page (MANDATORY). Any of the following document not uploaded/not submitted or having misleading information shall be out rightly rejected as per discretion power of tender inviting authority. The documents which are not numbered, bids submitted after closure of submission date & time shall not be entertained and shall be summarily rejected. Hard copy of the submitted bid shall be deposited in a sealed cover mandatorily before the closing time of technical bid, otherwise technical bids of non submitted agencies shall not be opened (or) considered.**

Mandatory documents Format of Check List				
S.N	Particular of Document	Yes	No	Page Nos. (from – to)
a)	Authorization Letter to sign the Tender on bidder's original letter head or Power of attorney from the competent authority of the firm			
b)	Original EMD of amount as mentioned in the NIT			
c)	Original copy of Demand Draft for Tender Fees of the Amount as mentioned in NIT.			
d)	Letter of Transmittal for Technical Bid in prescribed format on bidder's original letter Head.			
e)	Yearly financial Turnover and Audited Balance Sheet for Last 5 (Five) years ending on the financial year 2020-21 duly certified by Chartered Accountant. (Form-A) along with UDIN Number. In case of JV/Consortium, atleast one member should submit the Full Balance sheet and Profit & Loss Statement for last three consecutive financial years (This certificate shall be dated after the date of publication of tender)			
	The bidder should not have incurred any financial loss (profit after tax should be positive) in more than two years during last five financial years ending 2020-21 duly audited and Attested by the Chartered Accountant. (Form-A) along with UDIN Number.			
f)	Net worth of the Bidder as on last day of the preceding financial Years (FY18-19, FY19-20 and FY 20-21) shall be positive and should be at least Rs. 10 Crores along with UDIN Number. In case of a JV/consortium, any one the members of the JV/consortium needs to meet this qualification criterion. (This certificate shall be dated after the date of publication of tender)			
g)	Turnover: Average annual financial turnover for last 3 consecutive financial years ending 2020-2021 for the bidder or any member of the JV/consortium should be at least Rs. 25 Crores. This should be duly audited by the Chartered Accountant along with UDIN Number.			
h)	Full Balance Sheet and Profit & loss Statement of Bidder should be verified by Chartered			

Mandatory documents Format of Check List				
S.N	Particular of Document	Yes	No	Page Nos. (from – to)
	Accountant and the same shall be submitted along with UDIN Number. In case of JV/Consortium, atleast one member should submit the Full Balance sheet and Profit & Loss Statement for last three consecutive financial years.			
i)	<p>Bidder or atleast any 1 member of JV/Consortium should have experience of at least two awarded works of atleast Rs 15 Crores each with Govt. department or with State Govt. department or with other Govt PSU or any other Govt agency for Waste, Sanitation, Water, Renewable energy or related Infrastructure projects in India, thereby demonstrating the ability to execute pan-India during the last seven financial years ending (2020-2021) including the current financial year 2021-2022 (Form-C).</p> <p>The bidder or at least one member of the consortium/JV should have executed solar projects of minimum 100kW total capacity combining various installations in total in India.</p> <p>Projects considered to qualify for these criteria should be carried out in India only.</p>			
j)	<p>The qualified thermal faecal sludge treatment technology as defined in the technological section of selection criteria should be implemented and operational for at-least two years in India to account for different local conditions that can be observed in Faecal Sludge characteristics and logistics.</p> <p>The bidder/ any one member of JV/Consortium shall submit the Operational Certificate(s) of the technology mentioning name of project technology, nature of the project(s), date(s) of commissioning, and location, from respective Owner(s)/Client(s)/Grantor(s)/ Technology Provider(s)/Self (Form-K).</p>			

Mandatory documents Format of Check List				
S.N	Particular of Document	Yes	No	Page Nos. (from – to)
k)	The bidder/any one member of the JV/Consortium should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Accordingly, Bidder/any one member of the JV/Consortium shall submit Solvency certificate with details of Financial Status i.e. Name of the Banker & Current Solvency certificate (i.e. the solvency certificate shall be dated after the date of publication of tender) from the Nationalized / Scheduled Banker in original for a sum of at least Rs. 5 Crores and the Solvency certificate should be addressed to the tendering authority quoting the name of the work. (Form-D).			
l)	Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Directors of the firm / company. (Form-E)			
m)	Copy of PAN Number of the bidder or any one member of JV/consortium.			
n)	Goods and Service Tax (GST): Bidder are advised to get themselves registered for GST in at different state, which are mandatory, as per Govt. of India notification regarding GST. Accordingly, bidder/lead member of JV/Consortium shall submit relevant documents if already registered. If not registered till date of submission of bid, bidder/lead member of JV/Consortium will give undertaking on letterhead stating that they will get registered in GST registration as per Govt. norms before submission of bills.			
o)	The bidder should be an Indian Registered Company under Companies Act 1956/2013 Proprietorship Firm/ Partnership Firm/ Limited company private or public or corporation. Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.			

Mandatory documents Format of Check List				
S.N	Particular of Document	Yes	No	Page Nos. (from – to)
	<p>In case joint venture or consortium, they can share MOU stating formal intent to enter into an agreement or an existing agreement in the form of a Joint Venture or Consortium.</p> <p>JOINT VENTURE or CONSORTIUM CRITERIA: In case a bid is submitted by a Joint Venture (JV) or consortium of upto 2 firms as partners, they must meet the following requirements:</p> <ol style="list-style-type: none"> 1. Any one member of the JV/Consortium shall 100% fulfill the Technical & Financial Eligibility Criteria mentioned in Section II – Selection and Qualification Criteria 2. JV/Consortium is required to bid for the tender based on Joint Venture agreement/MOU between members. JV is required to submit MOU/ Agreement between members. 3. Joint venture or consortium is also required to declare scope of work to be executed by each partner. This detailed document needs to be submitted at the time of Letter of Award. A valid MoU shall exist between the parties of JV defining clearly the role, responsibility and scope of work of each party, percentage share of each party along with nomination of leader (Lead Bidder/Party) for the purpose of this work and a confirmation that the parties of the JV are jointly and severally responsible. 4. Bidder or Lead member of JV/Consortium shall accept joint and several responsibility for providing a robust and quality product meeting technical specifications of tender. 5. Any member of the JV/Consortium can be a Lead Bidder. However, the Undertaking from all the members of the JV/Consortium shall clearly nominate the name of Lead Bidder. Lead Bidder shall be the only point of contact for all the 			

Mandatory documents Format of Check List				
S.N	Particular of Document	Yes	No	Page Nos. (from – to)
	<p>communication regarding the Tender/project to the WAPCOS.</p> <p>6. Members of Joint Venture or Consortium shall not be permitted to participate either in individual capacity or as a member of any other Consortium/Joint Venture Firm in the same tender. Submission or participation in more than one bid will cause disqualification of all the proposals submitted by the bidder.</p> <p>7. A copy of Memorandum of Understanding (MOU) executed between the members of JV / Consortium shall be submitted along with the tender. The complete details of the members of the Joint Venture or Consortium, scope of work, roles and responsibility etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU. JV or consortium can be formed between 2 parties only.</p> <p>NOTE: Proprietor firms shall submit registration details or shall submit the copy of relevant page of Pass book for the Current Account in the name of Proprietor Firm.</p>			
p)	Bidder should not be blacklisted/ debarred by any Government / semi government department. Bidder/Lead Member of JV/Consortium shall give undertaking for not being involved in any form of corrupt and fraudulent practices. (Form-F).			
q)	Letter of understanding the project site on bidder/Lead Member of JV/Consortium letter Head (Form-G).			
r)	'No Deviation Certificate' in prescribed format in Bidder's/ Lead Member of JV/Consortium Letter Head (Form-H).			
s)	Agreement to execute the Integrity Pact from bidder/ Lead Member of JV/Consortium (Form-I).			
t)	Bidder/ Lead Member of JV/Consortium shall			

Mandatory documents Format of Check List				
S.N	Particular of Document	Yes	No	Page Nos. (from – to)
	submit Information on litigation history in bidder Letter Head (Form-J) .			
u)	Non-disclosure agreement in the prescribed format (Annexure-III)			
v)	Detailed methodology covering the proposed technology of treatment, equipment used, work schedule to be submitted			
w)	Each page of the all Volume of Tender document & Addendum/ Corrigendum shall be Digitally signed by the bidders / any one member of JV/Consortium submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of WAPCOS Limited. (Do Not Submit with the document of Offline Submission)			

No information relating to financial terms of services should be included in the technical bid. Bids are to be submitted to determine that the bidder has a full comprehension of the tendered work. Where a bidder technical submittal is found non - compliant with the requirement of work, it may be rejected. This process is to assure that only technical acceptable bids are considered for the tendered work.

Bidders who full fill the above requirements shall only be technically qualified. Non-fulfillment of any of the above requirements / criteria / instructions by any bidder will automatically lead to its technical disqualification. Therefore, bidders are requested to make sure that they submit all the relevant papers which meet all the above mentioned requirements.

OFFLINE SUBMISSIONS OF TECHNICAL DOCUMENTS

The Bidder shall submit following Technical Document offline also.

- All the documents in ORIGINAL, mentioned in “Section-II: Selection and Qualifying Criteria” in Para 3: Qualifying Criteria for Technical Bid i.e. at Sr. No. (a) to (v) along with checklist & page numbering (MANDATORY) in separate sealed envelope clearly labeled as “TECHNICAL BID” for the Work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope. **(Do Not Submit document at Sr. No. (w) above, with the document of Offline Submission)****

2. **Originals of EMD, Solvency Certificate and Tender fee in the form of Demand Draft in** separate sealed envelope clearly labeled as “EMD, SOLVENCY AND TENDER FEE” for the work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.

NOTE: All above two envelopes shall be submitted in one single envelope clearly labeled as “Technical Qualification Documents for Offline Submission” for the Work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, E-mail on Envelope.

The offline submissions as mentioned above shall be submitted on WAPCOS address mentioned in NIT as per date & time mentioned in NIT otherwise bids are liable to be rejected & will not be considered for further evaluation of tender documents.

SELECTION CRITERIA - TECHNOLOGICAL

The agencies qualifying under clause 3.0 above are only considered for Technical evaluation.

Technical Evaluation of the bids would be carried out on broad parameters as given below:

This tender is for the empanelment for agencies with WAPCOS for execution of THERMAL FSTPs for the period of initial Three (3) years, which may be extended (if required).

The evaluation of the tender shall depend upon the strength of the technology used by the Bidder, the qualification & experience of the staff deployed, the turnover of the company, technical submission on methodology etc.

The Technology and design used by the bidder should comply with the following the criteria:

1. Faecal Sludge thermal treatment technology that treats entire dewatered sludge between 500 deg C to 800 deg C to not only destroy the pathogens nearly 100% (greater than 95%) and preserves the carbon content to atleast 25% in the by-product, which can be useful for rejuvenation of soil.
2. Land requirement should be less than or equal to 1500 sqm for 15 KLD. This footprint is critical to achieve quick project execution and to be efficient in land use.
3. The treatment must process daily septage received within 24 hours and achieve a 90 percent volume reduction of the sludge.

4. The bidder should provide a centralized data monitoring platform. This online platform should give real-time reporting and alerts, as well as remote monitoring and user interaction through a mobile or web interface. This online platform needs to be scalable such that all similar projects, even those not included in this Tender, can be integrated to facilitate centralized monitoring. The platform should at least measure process parameters, equipment uptime, volume of septage processed, treated water quality (COD, BOD, TSS, pH) and quantity of byproducts among other parameters.
5. The technology should be odour free so that there is local acceptance of the plant in communities and ULBs.
6. Technology should have high climatic adaptability (work in different conditions observed in India for example whether in Rajasthan or in Ladakh where the temperatures can be very different).
7. The waste heat energy generated during the process should be used for drying of the feedstock thus improving the energy efficiency of the overall process.
8. Technology must have been installed in India with operational history of minimum two years with a certificate a successful Operation". This same technology has to be implemented in the project and any impersonation of such technology shall be strictly disallowed. Any bidder of JV/consortium shall only use technology which has a proof-of-concept operational for last 2 years, if that is not the case, then the bidder or JV/consortium shall be disqualified.
9. The FSTP plant should run 100% on green energy with Solar and storage (Lithium Iron Phosphate (LFP) based storage system that gives 1 day autonomy) system with net metering, if available. The bidder should ensure that the carbon footprint from the overall plant due to energy consumption is neutral. Given the focus in the world to reduce the impact from climate change building a project with sustainability focus is very critical.
10. The controls used in the plant should be CE certified.
11. At commissioning the plant the sludge treatment should meet the relevant sections of ISO:31800 (Faecal Sludge Treatment Units – Energy independent, prefabricated, community-scale, resource recovery units – Safety and performance requirements). Compliance to relevant sections of ISO:31800 will need to be documented post commissioning.

ISO 31800 is a voluntary, international product standard, published in August 2020, for Faecal sludge treatment units, that provides general safety and performance requirements for the product design & performance testing of

prefabricated integrated treatment units that are not attached to a network sewer or drainage system.

The standard specifies technical requirements, test methods, and sustainability of Fecal sludge treatment. It outlines criteria for the safety, functionality, usability, reliability, and maintainability of the system, as well as its compatibility with environmental protection goals.

ISO 31800 addresses basic sanitation needs and promotes economic, social, and environmental sustainability through strategies that may include minimizing resource consumption (e.g. water, energy) and converting human waste to safe output.

The standard provides safety and performance requirements for the following outputs:

1. Safe solid discharge or reuse
 2. Safe liquid discharge or reuse
 3. Air emissions
 4. Odor
 5. Noise
12. Carbon capture in the by-product from the solid sludge treatment needs to be minimum of 25% that needs to be proven by a NABL accredited laboratory analysis report post commissioning of the plant.

Green Thermal Technology:

Primarily, there are two broad categories of technologies available for the faecal sludge and septage management (FSSM) i.e. biological treatment and thermal treatment. The biological treatment is bio-methanation based treatment with pre-and post-treatment for solid and liquid handling. In the biological treatment, treatment of solids requires an additional footprint as well as more time for the complete removal of pathogens. The thermal treatment involves thermal decomposition of solids at elevated temperatures which kills the pathogens and make the end products bio-safe followed by effluent treatment. The thermal treatment has several advantages over biological treatment including lower area requirement, higher treatment efficiency, highly efficient for the removal of pathogens, adaptable to variable climatic conditions, ease of operation and maintenance, reliable and robust, energy neutral, modular systems, etc.

The parameter-wise comparison of biological and thermal treatment is depicted in the following Table.

Sr. No.	Parameters	Thermal Treatment	Biological Treatment
1	Complete Treatment Potential	High	Low
2	Land Requirement	Low	High
3	Climatic Adaptability	High	Low
4	Complete Pathogen Removal	High	Low
5	Treatment Time	Low	High
6	Volume reduction after Solids Treatment	High	Low
7	Modular System	Yes	No

The bidder shall guarantee for following discharge characteristics:

For treated effluent: The characteristics for treated effluent from FSTP are as follows (NGT order 2019):

Parameters	Values
p ^H	5.5-9
Biochemical Oxygen Demand (BOD) at 5 days (mg/L)	<10
Chemical Oxygen Demand (COD) (mg/L)	<50
Total Suspended Solids (mg/L)	<20
Fecal coliform (MPN) per 100 mL	<100
Total Nitrogen (mg/L)	<10

For treated biosolids/sludge: For treated biosolids/sludge to be used as a fertilizer, it should satisfy the following criteria of Class A Bio-solids of US EPA (CEPT, 2015).

Parameters	Values
Faecal coliform	< 1000 MPN/g total dry solids
Salmonella sp.	< 3 MPN/ 4 g of total dry solids
Helminth egg	< 1/g total solids
E. coli	1000/g total solids

The Bidder shall be awarded points for each criterion mentioned below. The weightage of each criterion is also shown against it. The financial bid shall be opened only of those contractor(s) whose weightage in technical evaluation criteria will be **70 points or more** on 100-point scale. The bidder has to provide inputs to meet the evaluation criteria as given below. Sufficient data/documents need to be enclosed for technical evaluation. Details in respect of turnover, experience, understanding of scope of work, manpower etc. as per evaluation has to be provided in the Technical Bid part.

S.No.	Description	Marks
1.	Experience: (This score will be adjusted proportionately from 20 to 0)	20 Marks
	Bidder/Any one member of JV/Consortium should have at least two awarded works of at least Rs 15 Crores each with Govt. department or with State Govt. department or with other Govt PSU or any other Govt agency for Waste, Sanitation, Water, Renewable energy or related Infrastructure projects in India supporting the ability to execute pan-India., experience during the last seven financial years ending (2020-2021) including the current financial year 2021-2022	
2.	Average annual financial turnover: (This score will be adjusted proportionately from 20 to 0)	20 Marks
	Average annual financial turnover from last 3 financial years should be at least Rs. 25 Crores during last three consecutive financial years ending 2020-2021.	
3.	Net worth of the preceding financial Years (FY18-19, FY19-20 and FY 20-21)	20 Marks
	Net worth > or = Rs. 10 Crores (20 Marks)	
	Net worth < Rs. 10 Crores (10 Marks)	
4.	Adherence to Technology Criteria	25 Marks
5.	Operational Certificate(s) of the technology	15 Marks
	TOTAL	100 Marks

WAPCOS reserves the right to reject the Bid under any of the following circumstances:

- I. Submitted the application after the response deadline;
- II. Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements;

- III. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any project in the preceding three years.
- IV. Submitted an application that is not accompanied by required documentation or is non-responsive;
- V. Failed to provide clarifications related thereto, when sought;
- VI. Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member;
- VII. Bid is incomplete and/ or not accompanied by all required documents;
- VIII. Bid is not in conformity with the terms and conditions of Tender/ Bid Document;
- IX. The Qualifications and Experience of the Bidder are not met by the Bidder;
- X. Any other reasons due to which WAPCOS finds that the Bidder is not eligible.

Shortfall Documents

WAPCOS may ask the Bidder for submission of additional documents, if required. These documents shall not be relating to Original data submitted by bidder / submission of EMD/Solvency Certificate/Tender fee. Request for documents and the response shall be in writing and no changes in the prices of the Bid shall be sought, offered or permitted. No modification of the Bid and any form of communication with WAPCOS or submission of any additional documents, not specifically asked for by WAPCOS, will be allowed and even when submitted, they will not be considered by WAPCOS.

Right to Accept/ Reject the Bid

WAPCOS Ltd reserves the right to accept or reject any Bid and to annul the TENDER DOCUMENT process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicants(s) of the grounds for such decision. The TIA reserves the right to reject incomplete or incorrect bids.

4.0 CONTENTS OF FINANCIAL BID

The Financial Bid should be uploaded separately along with Technical bid before last date & time of submission of Tender Document.

The estimated cost mentioned in NIT is based on the estimate based on the scope of work of the project and also based on the provisions and Non-scheduled items as per the standard practices. The bidder shall quote keeping in view all associated costs with the project including any out of pocket / mobilization expenses, TDS, taxes including GST if any applicable as per Govt. terms, shall be paid by the Contractor.

The quoted rates should be inclusive of all taxes (Including GST).

It is mandatory to bidders to deposit GST within time limit framed by Govt. of India. The Goods and Services Tax (GST), shall be reimbursed to the Agency only after uploading of bills by Contractor on GST Portal “to avail Input benefit of GST” and on submission of GST proofs such as GSTR-1, 3B and payment Challan.

The company shall be performing all its duties of deduction of TDS and other deduction on payment made to the Contractor as per applicable legislation in force on the date of submission of bid or to be newly / amended introduced during the execution of the Contract.

The contract may be extended after three years of empanelment with possibility of extension for another two years based on performance or according to the direction of Client and if there is a requirement of WAPCOS Ltd. Any extension beyond initial duration (i.e. 3 years) is at sole discretion of WAPCOS Ltd.

If WAPCOS is in deemed opinion about extra cost to be paid to contractor in lieu of special situations such as work in Remote areas, Locations or any other unseen reasons such as higher inflation rates, WAPCOS after obtaining requisite Approval from its principal employer and after discussion with empaneled agencies shall consider increase in the price and this case pertains on Case to Case basis and a Separate Acknowledgment shall be taken from all Empaneled bidders. Accordingly, if any bidder empaneled accepts to his original quoted rate, the other firms are mandatorily entitled to work on the same cost.

In case of revision in price of materials, the Schedule of Rates shall be revised to reflect the upward / downward (as applicable) revision of cost of materials as per combined CPI issued by Ministry of Statistics and Programmed Implementation.

Do not submit any Financial bid information at the time of submission of offline submission of technical bid otherwise it will lead to rejection of bid.

The financial proposal is to be filled by bidder in the excel file attached in CPPP portal. After that, same filled excel file, will be uploaded by bidder at the submission of Financial/Price Bid.

5.0 OPENING OF FINANCIAL BID

The financial bids of the technically qualified bidders shall be opened at the notified date & time mentioned in NIT.

SELECTION CRITERIA – FINANCIAL

- Evaluation Committee shall open the financial Bid of the technically qualified Bidders in the presence of the Bidders/their authorized representative, who choose to attend, at the scheduled date and time.

- The rates for the various items quoted by the Bidder shall be rounded to two decimal places. The decimal places in excess of two will be discarded during evaluation. The evaluation Committee shall correct arithmetic errors, if any and sign the same. If any discrepancy is found between the amount in figures and the amount in words, the amount in words shall prevail.
- If a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
- All the financial Bids shall then be ranked according to the financial Bid in increasing order with the Bidder quoting the least amount ranked L1, Bidder quoting next higher figure as L2 and so on for each category / capacity of the plant.
- On discovery of lowest (L1) rate, Bidder quoting L1 rate will be empaneled automatically. Initially empanelment will be for the period of 3 (three) years with possibility of extension for another two years based on performance and if there is a requirement of WAPCOS Ltd. Any extension beyond initial duration (i.e. 3 years) is at sole discretion of WAPCOS Ltd.
- Bidders quoting L2, L3, L4 and L5 prices will be offered to match L1 rates in each category / plant capacity and on receiving their willingness to match L1 rates and request for empanelment, bidders will be empaneled for the period mentioned above.
- Total number of empaneled vendors shall not cross 3 (three) in each category / plant capacity and bidders quoting L2, L3, L4, L5, will be offered to match L1 Prices. In the event anybody amongst (L2, L3, L4, L5) vendors are not willing to be empaneled, next bidder (L6, L7, L8 etc.) will be requested to match the price. The final selection of 3 bidders will consist of L1 & other two bidders who agree to match L1 rate in order of the eligibility rank (i.e. if L2, L3, L4..... all agree to match L1 rate then L1, L2 & L3 will be selected as empaneled vendor and remaining bidder will not be empaneled because of their eligibility rank).
- Ranking of the bidders L1, L2, L3..... will be made based on the overall cost calculated by combining the capital cost and O&M cost for 5 years for each category of plant.
- Total Overall Cost = Sum of Capital Cost + Present value of O&M for 5 years and Discount rate of 10% will be taken for this purpose.
- All vendors wishing to be empaneled by matching with L1 prices are required to submit their willingness in writing within 3 working days of discovery of L1 rates.
- The selected 3 bidders will have to deposit Rs. 5.0 Lakhs (rupees five lakhs) as empanelment fees before getting letter of empanelment from TIA.
- The TIA shall issue a 'Letter of Empanelment' to the Bidder quoting L1 prices and all other vendors willing to match L1 rates and wishing to empanel for provision of services.

6.0 AWARD OF WORK

The mode of selection would be on Least Cost Basis i.e. the bidder quoting the lowest financial bid would be awarded the work.

Work distribution as per Work allotted to WAPCOS by principal employer shall be divided between one/two/three agencies accordingly after taking their acceptance for work to be done into considerations on case to case basis.

For & on behalf of Tenderer

SECTION – III

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

Section III

General and Special Conditions of Contract

a. Part I – General Conditions

i. General Conditions

1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

1. “Applicable Law” means the laws and any other instruments having the force of law in India.
2. “Authority” means WAPCOS Limited under this Contract.
3. “Contract” means the Agreement entered into between the Authority and the Service Provider, together with the contract documents referred to therein, including all the attachments, appendices, annexure, and all documents incorporated by reference therein.
4. “GC” means these General Conditions of Contract (Part-I of Section III).
5. “Contract Price” means the price to be paid for the performance of the Services, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
6. “Effective Date” means the date on which this Contract comes into force.
7. “Government” means the Government of India.
8. “Service Provider” means any private or public entity that will provide the Services to the Authority under the Contract. The Service Providers are the entity, whose bid to perform the Contract has been accepted by the Authority and is named as such in the Agreement.
9. “Party” means the Authority or the Service Provider, as the case may be, and “Parties” means both of them.
10. “Personnel” means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.
11. “SC” means the Special Conditions of Contract (Part-II of Section III) by which the GC may be amended or supplemented.
12. “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Scope of Work at Section-VI of TENDER DOCUMENT hereto.
13. “Bidder” means the entity/entities in JV/Consortium bidding for the services under the Contract.
14. “Resident” means resident of India.
15. “SP” means the Service Provider
16. “In writing” means communication in written form with proof of receipt.

2. Relationship between parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Authority and the Service Provider. The Service Provider, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

“This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable Laws of India. The bidder and the vendor in the provision of its services under the contract shall be governed at all times by the provisions of Government of India and the regulations framed there under as amended from time to time. Notwithstanding anything contained therein, if the bidder/vendor contravenes any provisions of Government of India and the regulations framed there under, as applicable to the services rendered under this TENDER DOCUMENT /Contract, the bidder/vendor shall be liable to applicable penal provisions prescribed therein, in addition to, the penalties/provisions provided in this TENDER DOCUMENT /contract.”

4. Language

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Notices

1. Any notice, request or consent required or permitted to be given or made pursuant to this Tender Document shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

6. Location

The location of establishment of FSTP will be as per details provided in Work Order and it can be anywhere in Indian states. The bidder must be in a position to provide the services in any part of India. In such cases, the required plant materials shall be transported, installed/applied in such facilities.

7. Scope of Work

Detailed scope of work, technical specifications and operation & maintenance conditions is detailed in **Section-VI: Scope of work & technical specification**.

8. Time of Completion

All field works including submission of as-built drawings shall be completed within **6 Months from the date of handing over of encumbrance free site with required electrical source at site, whichever is later.**

In the event of any delay in mobilization of manpower and completion of work in the specified completion time, a penalty of 0.5 (zero point five) % of the remaining part of the contract value, per week shall be charged subject to the maximum of 10 (ten) % of the contract value. The contract shall stand terminated automatically on accumulation of the maximum amount until and unless written acceptance for extension of time has been obtained by WAPCOS in case of any unseen reasons.

Defects Liability Period

The Defect Liability Period shall be 12 months from the date of commission of treatment plant or issue of Completion Certificate of the project by the Engineer-in-Charge, whichever is later. O&M will start after commissioning and it does cover defect liability period.

If the Contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within 12 months after commissioning of plant or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defective designing, not meeting functional requirements, or improper materials or workmanship, the Contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense, or in default, the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due, or at any time thereafter may become due to the Contractor, or from his security deposit, or the proceed of sale thereof or of a sufficient portion thereof.

No Extra payment shall be made to Contractor by WAPCOS on account of such additions and alterations as enumerated above, provided the total plant capacity remains same.

9. Performance Guarantee

A performance guarantee of Three (3) % of the value of the work order shall be submitted by the contractor (successful bidder) within fifteen (15) working days of award of the work. The EMD shall be adjusted against the performance guarantee. The balance of the performance guarantee shall be paid by the Bidder in the form of Bank guarantee in the specified format.

EMD of Rs. 2.0 Crores of successful tenderer shall be automatically converted as Performance

Bank Guarantee (PBG) and the balance value should be submitted in the form of PBG by the successful bidders.

Successful tenderer shall accept the LOA/LOI within 7 days from the receipt of LOA/LOI, failing which the award of work may be liable to be cancelled.

Performance guarantee may be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque, Bank Guarantee from scheduled/nationalized/commercial banks or online payment in an acceptable form, safeguarding the purchaser's interest in all respects. Performance guarantee shall remain valid until period of completion of construction of each plant or one month from the date of release of final payment whichever is later.

The Bank Guarantee (Performance BG/EMD or any other) shall be submitted such that WAPCOS shall seek the confirmation of submitted Bank Guarantee through SFMS as per detail given below:

Indian Overseas Bank
NHB Gurgaon, Branch Code: 1935
IFSC Code: IOBA0001935
Beneficiary: WAPCOS Limited

Acknowledgement Number so generated may be provided along with the BG's.

10. Security Deposit

Security Deposit of 2.5 (Two point Five Percent only) of Contract value will be deducted in each RA bill and will be paid after release of final payment.

11. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Authority or the Bidder may be taken or executed by the officials specified in the SC.

12. Taxes & Duties

1. The Service Provider and their Personnel shall pay all such direct and indirect taxes, duties, fees and other impositions levied under the Applicable Laws of India.
2. The Bidder may be subject to taxes, such as, but not limited to GST, Service tax, duties, fees, levies etc. on amounts payable by the Authority under the Contract. The quoted cost in the financial bid shall be inclusive of all such taxes except GST. GST shall be quoted separately.
3. If there is any reduction or increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Authority/Service Provider as the case may be.

13. Fraud & Corruption

The Bidders and their respective officers, employees, contractors, agents and advisers shall observe the highest standard of ethics during the Selection process and subsequently if nominated as the Service provider, after the issue of the LOA and during the subsistence of the PPP Contract.

Should any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice, restrictive practice, obstructive practice, undesirable trade practises of any kind come to the knowledge of the WAPCOS it will in the first place allow the Bidder to provide an explanation along with proof. WAPCOS shall take action if it is not satisfied with the explanation is not received. In this case, Contract with service provider will be terminated, and its performance guarantee will be forfeited.

14. Measures to be taken by the Authority

1. The Authority may terminate the contract if it determines at any time that representatives of the Service Provider were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Service Provider having taken timely and appropriate action satisfactory to the Authority to remedy the situation;
2. The Authority may also apply sanction against the Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Authority-financed contract.

15. Commissions & Fees

Authority will require the successful Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

16. Interpretation

In this Contract unless a contrary intention is evident:

1. the clause headings are for convenient reference only and do not form part of this Contract;
2. unless otherwise specified, a reference to a clause number is a reference to all of its sub-clauses;
3. unless otherwise specified, a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;

4. a word in the singular includes the plural and a word in the plural includes the singular;
5. a word importing a gender includes any other gender;
6. a reference to a person includes a partnership and a body corporate;
7. a reference to legislation includes legislation repealing, replacing or amending that legislation;
8. where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
9. In the event of an inconsistency between the terms of this Contract and the Bid document and the Proposal, the terms of this Contract hereof shall prevail.

ii. Commencement, Completion, Modification & Termination of Contract

1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SC. The date, the Contract comes into effect is defined as the Effective Date.

2. Termination of Contract

a. Termination of Contract for Failure to Become Effective

If this Contract does not become effective within such time period as defined in the SC, Authority through a written notice to the other Party, declare the offer to sign the contract to be null and void. Authority may ask next ranked bidder to sign the contract or may publish new TENDER DOCUMENT.

b. Termination of Contract subject to necessary approvals

Notwithstanding the duration of the contract stated in GC (i)-8, WAPCOS, reserves the right to terminate the contract at any time without prejudice or liability.

3. Commencement of Services

This contract does not contain any quantities. Required quantity will be provided in Work Order issued to SP from time to time. SP shall execute the work as per timelines of the Work Order.

4. Expiration of Contract

Unless terminated earlier pursuant to Clause GC (ii)-2 hereof, this Contract shall expire at the end of such time period, after the Effective Date or after the agreed volume/quantity has been delivered, as specified in the SC. The Contract may be extended by a period of one year subject to satisfactory performance by the Bidder which is at sole discretion of the WAPCOS.

5. Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties.

6. Modifications or Variations

- a. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party and the Contractor shall comply with such requests without any extra cost before finalization of individual site drawings, site map, detailed specifications.
- b. In cases of substantial modifications or variations, required by the Service Provider, the prior written consent of the Authority is required.

7. Force Majeure

a. Definition

1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non- performance or delay in performance ,and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
3. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

b. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an 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

occurrence of such an event.

c. Measures to be Taken

- a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case 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 written notice of the restoration of normal conditions as soon as possible.
- c. Any period within which a 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.
- d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by the Authority, shall either:
 - i. immobilize, or
 - ii. Continue with the Services to the extent possible, in which case the Service Provider shall continue to be paid proportionately and on pro- rata basis, under the terms of this Contract.
- e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC (vi)-1.

8. Suspension

The Authority may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Service Provider to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.

9. Termination

a. Termination

- a. The Authority may, without prejudice to any other remedy for breach of Contract, by 30 days prior written notice of default sent to the service provider, terminate the Contract in whole or in part in case of the occurrence of any of the events specified in paragraphs (t) of this Clause Scope of Work.
 - i. If the service providers fail to deliver Services within the time period(s) specified in the Contract, or any extension thereof granted by the Authority; OR

- ii. If the service providers fail to perform any other obligation(s) under the contract."
- b. If the Service Provider becomes insolvent or goes into liquidation or bankruptcy or receivership whether compulsory or voluntary.
- c. If the Service Provider, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d. If, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e. If the Service Provider submits to the Authority a false statement which has a material effect on the rights, obligations or interests of the Authority.
- f. If the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Authority.
- g. If the Service Provider fails to provide the quality services as envisaged under this Contract. The Authority may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The WAPCOS may decide to give one chance to the Service Provider to improve the quality of the services.
- h. If the Service Provider has been blacklisted by the WAPCOS or any other government agency or disqualified for any reason.
- i. If the Service Provider fails to fulfill its obligations.
- j. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings.
- k. In the event of Service Provider found:
 - i. Sub-contracting of work/services without prior written approval of WAPCOS.
 - ii. Provided incorrect information to WAPCOS.
 - iii. Non co-operative during audits conducted by WAPCOS/ WAPCOS Regional Office or auditing agencies appointed for the purpose.
- l. "If the service provider discloses any confidential information during its engagement with WAPCOS, WAPCOS may terminate this Contract, forthwith."
- m. In the event the Authority, in its sole discretion and for any reason whatsoever, decides to terminate the Contract in whole or in part, pursuant to Clause (ii)-2 of GC, the Authority may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Service Provider shall be liable to the Authority for any additional costs for such similar services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

b. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GC (ii)-2 or GC (ii)-9 hereof, or upon expiration of this Contract pursuant to Clause GC (ii)-4 hereof, all rights and obligations of the

Parties hereunder shall cease, except:

- a. such rights and obligations as may have accrued on the date of termination or expiration;
- b. the obligation of confidentiality set forth in Clause GC (iii)-4 hereof;
- c. the Service Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC(iii)-6 hereof; and
- d. any right which a Party may have under the Law.

c. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC (ii)-9-a or GC (ii) 9-b hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data, and/ or any other material prepared by the Service Provider and equipment and materials furnished by the Authority, the Service Provider shall proceed as provided, respectively, by Clauses GC (iii)-9 or GC (iii)-10 hereof.

d. Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC (ii)-9-a, the Service Provider shall be entitled /not entitled to payments as per the following:

- a. If the Contract is terminated pursuant to Clause GC (ii)-9-a (d), (g), k(i) to k(iii) then the service provider shall be eligible for remuneration pursuant to Clause GC (v)-3 hereof for Services satisfactorily performed prior to the effective date of termination;
- b. If the agreement is terminated pursuant of Clause GC (ii)-9-a other than those mentioned in (a) above, the Service Provider shall not be entitled to receive any agreed payments upon termination of the contract. However, the Authority may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Authority. Applicable under such circumstances, upon termination, the Authority may also impose liquidated damages as per the provisions of Clause GC (vii) of this agreement. The Service Provider will be required to pay any such liquidated damages to Authority within 30 days of termination date.

e. Disputes about Events of Termination

If either Party disputes whether an event specified in Clause GC (ii)-9 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC (vi) hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

10. Extension of Contract

The contract may be extended by a period of one year subject to satisfactory performance by the Bidder and acceptance of both the parties and at the discretion of the WAPCOS.

iii. Obligations of the service provider

1. Standard of Performance

The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology with safe and effective equipment, men, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with third Parties.

2. Service Provider Not to Benefit from Commissions, Discounts, etc.

The payment of the Service Provider pursuant to Clause GC (v) shall constitute the Service Provider's only payment in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel and agents of either of them similarly shall not receive any such additional payment.

3. Prohibition of Conflicting Activities

The Service Provider and their Personnel shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

- a. The Service Provider shall protect from unauthorized access, loss or damage and also keep safe, secure and confidential all demographic information, all documents, data and information of any nature provided to the Service Provider for the discharge of services.
- b. The Service Provider shall not store, copy, publish, print, interfere, tamper with or manipulate the information/data received from WAPCOS, other than required for discharge of services.
- c. The Service Provider shall not give access to the information or data collected and received from WAPCOS in the course of discharge of services, to any person who is not authorized to handle the information or data. Information should only be given to authorized personnel and only used in the manner prescribed by WAPCOS.
- d. The service provider shall also provision for periodic (half yearly) third party audits from

Cert-In (computer emergency response team – India) empaneled auditors at no extra cost to WAPCOS.

4. General Confidentiality

“Except with the prior written consent of the Authority, the Bidder and its personnel shall not at any time communicate to any person or entity, any confidential information acquired in the course of discharge of Services, nor shall the Bidder and the personnel make public the recommendations formulated in the course of or as a result of discharging the Services.

Bidder should comply with the IT Act 2000 and other related Laws/Acts/Policies /Guidelines/Regulations etc. including the Amendments thereof particularly with respect to data confidentiality and privacy. The Bidder shall furnish a Non-Disclosure Agreements, as per format provided in **Annexure III** as part of its proposal.”

5. Insurance to be Taken Out by the Service Provider

The Service Provider shall take and maintain insurance against risks and coverage as per the industry standards and as per the applicable laws at their own cost, and such insurances as shall be specified in the SC; and (b) at the Authority’s request, shall provide evidence to the Authority showing that such insurance has been taken and maintained and the current premiums have been paid.

6. Accounting, Inspection and Auditing

a. The Service Provider

- i. shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and
 - ii. shall periodically permit the Authority or its designated representative and/or the Authority, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority or the Authority, if so required by the Authority. The Audit expenses shall be borne by the Service Provider
- b. The Authority shall have the right to carry out inspection checks, audits of the Service Provider’s premises and/ or locations, facilities, or point of delivery of services performed under this contract.
- c. The Authority shall have the right to carry out scheduled/ un-scheduled visits to any of the locations, premises & facilities and oversee the processes and operations of the Service Provider.
- d. If a third-party audit is conducted at the instance of service provider, the cost of audit will be

borne by the service provider

7. Sub- contracting

The Service Provider shall be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract with prior written approval of WAPCOS Ltd.

8. Reporting Obligations

- a. Service provider on delivery of the material will take signature of Consignee who will be a WAPCOS official and be responsible for verification of the delivered consignment as per details of the Work Order. For the purpose of the same, SP or its representative delivering of the items will carry copy of Work Order as part of consignment delivery paperwork. The delivery note shall consist quantity of material and its quality as per approved specifications. Invoice of each work order shall contain copy of all above documents
- b. SP shall print each type of material immediately after signing of the contract and submit the same to WAPCOS for its approval.

9. Rights of Use

All rights of use of any process, product, service, or data developed, generated, or collected, received from WAPCOS or any other task performed by the Service Provider under the execution of the contract, would lie exclusively with the Authority or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Service Provider shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of the Authority or its nominated agencies.

10. Safety & Security of Data, Premises, Location/ site

- a. The Service Provider shall not use the information, the name or the logo of the Authority and or Government of India except for the purposes of providing the services as specified under this contract.
- b. The Service Provider shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or owned by the Authority, without prior written permission from the Authority.
- c. The Service Provider shall follow the Security Guidelines issued by Government of India.
- d. Data Retention period shall be defined and reviewed for adequacy at least every three months jointly by the Authority and the Service Provider.
- e. Certificate of 'Data deletion' to be provided by the Service Provider, at the time of raising periodic bills.
- f. The Service Provider would be governed by the provisions of the Law of the Land, including but not limited to the IT Act, other relevant Acts.

- g. The Authority reserves the right to carry out third party Audits of the Service Provider to ensure compliance of stated and implicit requirements.
- h. The rogue behavior of the employees of Service Provider shall fall under the 'Unlimited liability' to the Service Provider.

11. Equipment & Materials Provided by the Service Provider

Equipment or materials brought into India by the Service Provider and the Personnel and used either for the Project or personal use shall remain the property of the Service Provider or the Personnel concerned, as applicable.

12. Intellectual Property Rights (IPR)

The intellectual property rights to all the outputs, deliverables, data, reports developed during the execution of this Contract shall remain sole property of the Authority. The contractor and service provider shall have access to all the data from the plants as long as they are actively performing O&M.

13. Assignment

The Service Provider shall not assign, in whole or in part, any of their obligations under this Contract.

iv. Service provider's personnel

1. General

The Service Provider shall employ and provide such qualified, experienced and trained Personnel as are required to carry out the Services.

2. Project Manager

If required by the Authority, the Service Provider shall ensure that at all times during the Service Provider's performance of the Services a Project Manager, acceptable to the Authority, shall take charge of the performance of such Services.

v. Obligations of the Authority

1. Assistance and exemptions

Unless otherwise specified in the SC, the Authority shall use its best efforts to ensure that the Government shall:

- a. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate in its opinion for the prompt and effective implementation of the Services.

- b. Provide to the Service Provider and Personnel any reasonable assistance as may be required in its opinion specified in the SC.

2. Change in the applicable Law Related to Taxes and Duties

- a. The Service Provider and their Personnel shall pay taxes, duties, fees, and other impositions levied under the Applicable Laws of India.
- b. The Service Provider shall be entirely responsible for all taxes, duties, octroi, license fees, and demurrage charges etc., incurred of the contracted Services to the Authority. If there is any reduction or increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Authority/Service Provider.

3. Payment

Inconsideration of the Services performed by Service Provider under this Contract, the Authority shall make to the Service Provider such payments and in such manner as is provided by Clause GC (v)-5 of this Contract.

4. Currency of Payment

All payments shall be made in Indian Rupees

5. Terms of Payment

The payments in respect of the Services shall be made as follows:

Sl.No	Mile Stone	% Payment
1	Advance Payment against bank guarantee of same amount**	10%
2	Delivery of material as per specifications	30%
3	On completion of 33% of construction works	20%
4	On completion of 67% of construction works	25%
5	On completion of 100% of construction works in all respects as per requirement, submission and approval of completion report and as built drawings	15%
6	On commissioning of treatment plant	5%
7	After checking compliance to quality standards	5%
	TOTAL	100%

**** NOTE:** Advance will be adjusted in each running bill and the bank guarantee will be released after completion of project or release of final payment, whichever is later.

Payment during Operations & Maintenance Period:

After construction of treatment plants, Operation & Maintenance charges will be paid on monthly basis for a period of 5 years along with yearly escalation rate of 5%.

Collection cost has not been considered under O&M cost as it will fall under scope of local authority.

All the payments will be made on the basis of actual quantity of work executed and as per the unit rate quoted in the price bid after receipt of original tax invoices along with relevant documents from the date of certification by the Engineer-In-Charge and will be made on back to back basis i.e. on receipt of corresponding payment from our principal Authority/client. No extra amount will be paid over and above the executed work. GST payment will be made on submission of proof/ challan.

Back to Back Payment

“The Associate/Sub-consultant/ Sub-Contractor acknowledges that under the present Contract/Agreement/Work Order/Arrangement, WAPCOS is only working as intermediary between (Name of the client) being Principal Authority/Client and Associate/Sub-consultant/Sub-Contractor. Thus, the Associate/Sub-consultant/ Sub-Contractor unconditionally acknowledges that the payments under the present Contract/Agreement/Work Order/Arrangement shall be made proportionately by WAPCOS only on back to back basis i.e., after 21 days subject to receipt of payment from (Name of the client) being Principal Authority/Client. The Associate/Sub-consultant/Sub-Contractor also unconditionally agree that in the event the payment or part thereof, under the present Contract/Agreement/Work Order/Arrangement is not received from (Name of the client), then WAPCOS &/or any of its Employee/Officer shall not be responsible to pay any amount to Associate/Sub-consultant/Sub-Contractor. The said condition shall supersede any and all other conditions of Contract/Agreement/Work Order/Arrangement between the parties”.

6. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7. Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on

any action pursuant to this Clause shall not give rise to a dispute, subject to arbitration in accordance with Clause GC (vi)-2 hereof.

vi. Settlement of disputes

1. Amicable Settlement

Any disputes or differences including those considered as such by only one of the parties, arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties. If amicable settlement cannot be reached, then all disputed issues shall be settled by arbitration.

2. Arbitration

“Any dispute, controversy or claims arising out of or relating to the work or the breach, termination or invalidity thereof, shall be settled through following mechanism:

- a) Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting(s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).
- b) In the event the parties are unable to reach on any settlement in the said meeting(s), then the aggrieved party shall mandatory resort to pre-litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi.
- c) It is only upon failure of the pre-litigation mediation mechanism with Delhi High Court Mediation Cell, then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of Sole Arbitrator is CMD, WAPCOS Limited, to which neither of the parties have any objection nor they shall ever object.
- d) Subject to the parties agreeing otherwise, the Arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (amended as on date).
- e) It is also acknowledged and accepted that WAPCOS is only working as Intermediary between the Associate/Sub-Consultant/Sub-Contractor and the Principal Authority/Client, thus in the event, any dispute arises under the present agreement and referred to Arbitration for adjudication, then subject to corresponding clause in the Contract/Agreement/Work Order/Arrangement between Principal Authority/Client & WAPCOS, Principal Authority/Client shall also be made party to the said Arbitration proceedings. Also, the award including costs if any passed against WAPCOS and costs incurred in the proceedings shall be the sole responsibility of Principal Authority/Client. The

said clause if found inapplicable, even then the other terms of the Arbitration Clause shall survive and shall be acted upon.

- f) The place/seat of arbitration shall be Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Delhi. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian Law. The award of the arbitrator shall be final and conclusive and binding upon the Parties.
- g) The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of courts at Delhi.”

vii. Liquidated damages

1. Definition

If the services supplied do not meet the minimum specifications and standards as per the Contract, and the same is not corrected/modified to meet the requirements within 7 days of being informed by the Authority, the Authority shall be free to impose liquidated damages as specified in the SLA section of the TENDER DOCUMENT. In addition, the Authority reserve the right to terminate the contract and recover the liquidated damages by forfeiting the performance guarantee submitted by the Service Provider. LDs shall not be sole and exclusive remedy with the Authority. LDs will be imposed if the default is solely attributable to the Service Provider. LDs are capped at 10% of the total estimated value of the contract. If the LDs cross this cap, Authority shall have the right to terminate the contract for breach and consequences for termination due to breach of contract shall apply.

2. Limitation

The Service Providers are liable to the Authority for payment of liquidated damages as specified.

viii. Adherence to rules & regulations

1. Adherence to Safety Procedures, Rules, Regulations, & Restrictions

- a. The Service Provider shall comply with the provisions of IT Act 2000 and other related Laws/Acts/Policies/Guidelines/Regulation, etc. including the amendments thereof particularly with respect to data confidentiality and privacy.
- b. The Service Provider shall also comply with provisions of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Authority shall be applicable in the performance of this Contract and the Service Provider shall abide by these laws.

- c. Access to the data centre/data processing sites and Authority's locations shall be restricted to only essential personnel belonging to the Service Provider who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorized by the Authority. The Service Provider shall maintain a log of all activities carried out by each of its personnel.
- d. The Service Provider shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Service Provider shall adhere to all security requirement/regulations of the Authority during the execution of the work.
- e. The Service Provider shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of noncompliance or violation of laws including Information Technology Act, 2000 (and amendments thereof).
- f. The Service Provider shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- g. The Service Provider shall at all times indemnify and keep indemnified the Authority for any situation arising out of this clause while providing its services under the Project.

ix. Limitation of liability

1. Limitation of Liability

Except in case of gross negligence or willful misconduct:

- a. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to the Authority; and
- b. The aggregate liability of the Service Provider to the Authority whether under the Contract, in tort, or otherwise, shall not exceed the total amount specified in the contract, or to any obligation of the Service Provider to indemnify the Authority with respect to patent infringement or any third party claims.
- c. The liability of Authority to Service Provider shall be limited to the amount of fees payable under the contract. The Authority shall not be liable to the Service Provider in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract.

x. Miscellaneous provisions

- a. Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

- b. The Service Provider shall notify the Authority of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- c. The Service Provider shall at all times indemnify and keep indemnified the Authority against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this Contract.
- d. The Service Provider shall at all times indemnify and keep indemnified the Authority against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Service Provider
- e. The Service Provider shall at all times indemnify and keep indemnified the Authority against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Service Provider, in respect of wages, salaries, remuneration, compensation or the like.
- f. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- g. All materials provided to the Authority by bidder are subject to Country and STATE public disclosure laws such as RTI etc.
- h. The Service Provider shall not make or permit to be made a public announcement or media release about any aspect of the Contract or any activity related to WAPCOS without a written consent from the Authority.

b. Part II – Special Conditions

The following Special Conditions of Contract (SC) shall supplement the General Conditions of Contract (GC). Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

(Clauses in brackets {} are optional; all notes should be Deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
(i)-5	<p>The addresses are:</p> <p>Authority: WAPCOS Limited Attention: Additional Chief Engineer (Civil) WRD Division, Room No. A-21, Plot No: 76-C, Institutional Area, Sector-18, Gurugram -122015 HARYANA</p>
(i)-6	The Services shall be carried out at the site/s as agreed to and approved by the Authority.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
(i)-7	<p>The Authorized Representatives are:</p> <p>For the Authority: Additional Chief Engineer (Civil), WAPCOS Limited WRD Division, Room No. A-21, Plot No: 76-C, Institutional Area, Sector-18, Gurugram -122015 HARYANA</p> <p>For the Service Provider:</p>
(ii)-1	The effective date of the Contract: Date of Signing of the empanelment contract by both parties which is 7 days from Notification of award.
(ii)-3	The date for the commencement of Services: Within 14 days from the signing of the contract between the Authority and the Service Provider.
(ii)-4	The tenure of the contract shall be for a period of three years w.e.f the effective Date of the contract.
(iii)-5	<p>The risks and the coverage shall be as follows:</p> <ol style="list-style-type: none"> Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Service Provider or its Personnel, with a minimum coverage as per Motor Vehicles Act 1988; Third Party liability insurance, with a minimum coverage of the value of the contract Professional liability insurance, with a minimum coverage of the value of the contract Purchaser's liability and workers' compensation insurance in respect of the Personnel of the Service Provider and in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Service Provider's property used in the performance of the Services, and (iii) any outputs prepared by the Service Provider in the performance of the Services.
(v)-3	<p>General terms and conditions of Payment Schedule:</p> <ol style="list-style-type: none"> All undisputed and eligible payments shall be made by the Authority in favour of the SP. The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<ol style="list-style-type: none"> 3. Service Provider shall obtain sign-off for each Work Order completed from the Purchaser and raise invoice against the same. 4. Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 30 days of submission of invoice and receipt of corresponding payment from Authority's client (i.e. back-to-back basis) 5. Power to withhold: Notwithstanding anything contained in the payment schedule, if in the opinion of the Authority, any work done or supply made or service rendered by SP is deficient in any manner in comparison to the prescribed standards, Authority shall be at liberty to withhold a reasonable portion of the payments due to the SP, till such work/supply/service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the Authority under this contract. 6. All payments under this Contract shall be made to the account of the SP with (Bank & A/c No.).
(vi)-2	The Arbitration proceedings shall take place in New Delhi in India and cost of Arbitrator / Arbitration to be borne by parties themselves.

SECTION IV

FORMS

LETTER OF TRANSMITTAL
(on Bidder Original Letter Head)

To
The Additional Chief Engineer (WRD),
WAPCOS Limited,

Sub:

Ref: -

NIT No: -

Dear Sir,

- i) I/We downloaded /obtained the tender document(s) for the above mentioned Tender/Work from the website namely: _____ as per your advertisement.
- ii) I/We hereby certify I/We hereby certify that I/We have read the entire Terms & Conditions of the Tender Documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein.
- iii) The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter
- iv) I/We hereby unconditionally accept the tender condition of above mentioned tender document(s)/corrigendum(s) in its totality/entirety
- v) In case any provisions of this tender are found violated, then your department / organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely.

Yours faithfully,

(Signature, name and
designation of the
Authorized signatory)

Date:

Place:

Name and seal of Bidder

FORM-A
FINANCIAL INFORMATION

[To be submitted on Original Letter Head of Bidder or Original Letter Head of CA]

1. Financial Analysis: Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the Three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Years	Gross Annual turnover	Profit/Loss (After Tax)
2016-2017		
2017-2018		
2018-2019		
2019-2020		
2020-2021		

2. Financial arrangements for carrying out the proposed work: It is hereby declared that ----
----- (Name of firm with address) has enough financial resources to execute the proposed work.

Unique Document Identification Number (UDIN)

Signature of Chartered Accountant (with Seal)

-Signature of Bidder(s) (with Seal)

Note: (i) Original Signature with Stamp of CA is Mandatory. Copy will not be entertained.
(ii) Yearly financial Turnover and Audited Balance Sheet for Last 3 (Three) years ending on the financial year 2020-2021 duly certified by Chartered Accountant should be attached.
(iii) The date of certificate shall not be older than initial date of publication of tender.

FORM-B

(Refer to Clause 4.3)

Form of Certificate of Net Worth from Chartered Accountant

It is to certify that as per the audited balance sheet and profit & loss account during the financial year, the net worth of Shri/Smt/M/S
(Name & Registered Address of individual/firm/company), as on (the date of certificate) is Rs. after considering all liabilities. It is further certified that the net worth of the individual/firm/company has not eroded by more than 30% during the last three years ending on (the date of certificate).

Unique Document Identification Number (UDIN)

(Signature of Chartered Accountant)

(Name of Chartered Accountant)

Membership No. of ICAI

Date and seal

Note: The date of certificate shall not be older initial date of publication of tender

FORM - C

**STATEMENT OF WORKS AS IN ELIGIBILITY CRITERIA EXECUTED/COMPLETED
DURING THE LAST 7 FINANCIAL YEARS OR PRESENT FINANCIAL YEAR**

Name of work	Allotment/ award No & date	Name& address of client who awarded (Including Tele/Fax No.	Contract value in Rs. Original/ revised	Date of award of work	Date of completion original /revised	Actual date of comp	Comp. cost	Type of work	Remarks explaining reasons for delay in work completion if any
1	2	3	4	5	6	7	8	9	10

NOTE:

- 1) The Tenderer should provide information as per this Performa for the firm/company for all completed similar works as per eligibility criteria's works during last 7 years.
- 2) Certificate from client for the above information should be attached with the offer.

FORM - D

**Form of Banker's Certificate from a Scheduled Bank
(in sealed cover addressed to Authority)**

Name of the Project:

This is to certify that to the best of our knowledge and information Shri/Smt/M/S.....having registered address, a customer of our bank, is/are respectable and can be treated as reliable and solvent for any engagement up to a limit of Rs..... (Rupees.....). This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

This certificate is issued on the request of Shri/Smt/M/S for tendering process being invited by WAPCOS for (name of work)

(Signature)
For the Bank

(Name & Designation of POA number of the bank official)

Note:

- 1. Solvency certificates should be on the letter head of the bank, in sealed cover addressed to the authority.**
- 2. The date of certificate shall not be older than initial date of publication of tender.**

FORM - E STRUCTURE & ORGANISATION

S.No.	Particulars	Details Submitted by
1.	Name & address of the bidder	
2.	Telephone no./Telex no./Fax no.	
3.	Legal status of the bidder (attach copies of original document defining the legal status) (a) A proprietary firm (b) A partnership firm (c) A limited company or Corporation (d) A Company registered under company's Act 1956/2013	
4.	Particulars of registration with various Government Bodies (attach attested photocopy)	
	Organization/Place of Registration 1. 2. 3.	Registration No.
5.	Names and titles of Directors & Officers with designation to be concerned with this work.	
6.	Designation of individuals authorized to act for the organization	
7.	Has the bidder, or any constituent partner in case of partnership firm Limited Company ever been convicted by the court of law? If so, give details.	
8.	In which field, the bidder has specialization and interest?	
9.	Any other information considered necessary but not included above.	

Signature of Bidder(s)

FORM-F

FORMAT FOR NO-CONVICTION CERTIFICATE

[To be submitted on Bidder's Original Letter Head and to be notarized]

Subject: No-Conviction Certificate for ----- (Name of the work / project)

This is to certify that _____ (Name of the organization), having registered office at _____ (Address of the registered office) has never been blacklisted or debarred or restricted to apply for any such activities by any Central / State Government Department/Client/ Owner or Convicted Court of law anywhere in the country.

This is also to certify that M/s _____ (Name of the organization), is not involved in any form of Corrupt and Fraudulent Practices in past and will never be involved in future.

Yours faithfully,

(Signature, name and
designation of the
Authorized signatory)

Date:

Place:

Name and seal of Bidder

FORM-G

FORMAT FOR UNDERSTANDING THE PROJECT SITE

[To be submitted on Bidder's Original Letter Head]

- A. I/We hereby solemnly declare that I/We have visited the site of work and have familiarized myself/ourselves of the working conditions there in all respects and in particular, the following: -
- a). Topography of the Area.
 - b). Soil conditions at the site of work.
 - c). Availability of local labour, both skilled and unskilled and the prevailing labour rates.
 - d). Availability of water & electricity.
 - e). The existing roads and access to the site of work.
 - f). Availability of space for putting labour camps, Offices, stores, Explosive magazine, godown, Engineering yard etc.
 - g). Climatic conditions
 - h). Methodology to be adopted for successful completion of work.
 - i). Working hours and shifts for completing the work as per tender conditions.
- B. I/We have kept myself/ourselves fully informed of the provisions of this tender document comprising NIT, General Information, Form of Bid, Instructions to the Tenderer & Appendices, General Conditions of the Contract, Special Conditions of Contract, and Specifications, Annexure and Statement of advertised Quantities apart from information conveyed to me/ us through various other provisions in this tender document.
- C. I/We have quoted my/ our rates for each of the items in "Schedule of Items, Statement of
- I / We hereby submit our BID considering above all facts gathered during site visit and each & every aspect have been considered. Advertised Quantities taking into account all the factors given above and elsewhere in tender document.

Yours faithfully,

(Signature, name and
designation of the
Authorized signatory)

Date:

Place:

Name and seal of Bidder

FORM-H

FORMAT FOR NO DEVIATION CERTIFICATE

[To be submitted on Bidder's Original Letter Head]

To
The Additional Chief Engineer (WRD),
WAPCOS Limited,

Subject: No Deviation Certificate for ----- (name of Work /Project)

Dear Sir,

With reference to above this is to confirm that as per Tender conditions we have visited site before submission of our Offer and noted the job content and site condition etc. We also confirm that we have not changed/modified the above tender document and in case of observance of the same at any stage it shall be treated as null and void.

We hereby also confirm that we have not taken any deviation from Tender Clause together with other reference as enumerated in the above referred Notice Inviting Tender and we hereby convey our unconditional acceptance to all terms & conditions as stipulated in the Tender Document.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null and void.

Yours faithfully,

Date:

Signature, name and designation
of the Authorized signatory)

Place:

Name and seal of Bidder

FORM-I
FORMAT FOR INTEGRITY PACT
[To be submitted on Bidder's Original Letter Head]

To,
WAPCOS Limited,
76-C, Sector 18, Institutional Area
Gurgaon, Haryana-122015

Sub: Integrity Pact for ----- (Name of Work /Project)

Dear Sir,

I/We acknowledge that WAPCOS is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document at **Enclosure-I**.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by WAPCOS. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, WAPCOS shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

(Signature, name and
designation of the
Authorized
signatory)

Date:

Place:

Name and seal of Bidder

INTEGRITY AGREEMENT

[To be submitted on Stamp paper of At least Rs.100 and to be notarized]

This Integrity Agreement is made at on this day of 20.....

BETWEEN

WAPCOS Limited, New Delhi (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) **AND** (Name and Address of the Individual/firm/Company) through (Hereinafter referred to as the.....)(Details of duly authorized signatory)

"Bidder/Agency" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

PREAMBLE

WHEREAS the Principal / Owner has floated the Tender (NIT No.)(hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for (Name of work) hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Agency(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under: -

Article 1: Commitment of the Principal/Owner

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Agency(s)

- (1) It is required that each Bidder/Agency (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the WAPCOS all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Agency(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- (a) The Bidder(s)/Agency(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Agency(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Agency(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Agency(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Agency(s) of Indian Nationality shall disclose names and addresses of foreign

agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in attendance on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(e) The Bidder(s)/Agency(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

- (3) The Bidder(s)/Agency(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Agency(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the WAPCOS interests.
- (5) The Bidder(s)/Agency(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Agency(s) and the Bidder/ Agency accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- (1) If the Bidder(s)/Agency(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the agency shall have powers to disqualify the Bidder(s)/Agency(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Agency from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart

from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee of the Bidder/Agency.

- (3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Agency, or of an employee or a representative or an associate of a Bidder or Agency which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Agency as deemed fit by the Principal/ Owner.
- (3) If the Bidder/Agency can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Agency's/Sub-agency's

- (1) The Bidder(s)/Agency(s) undertake(s) to demand from all sub agencies a commitment in conformity with this Integrity Pact. The Bidder/Agency shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-agency's/sub-vendors.
- (2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Agency's.
- (3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

- (1) This Pact begins when both the parties have legally signed it. It expires for the Agency/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
- (2) If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, WAPCOS.

Article 7: Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Principal/Owner, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Agency is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of
Principal/Owner)

.....

..... (For and on behalf of
Bidder/Agency) WITNESSES:

1.....
(signature, name and address)

2.
.....
..... (signature, name
and address)

Place:

Dated :

FORM-J

FORMAT FOR LITIGATION HISTORY, LIQUIDATED DAMAGES, DISQUALIFICATION

[To be submitted on Bidder's Original Letter Head and should be notarized]

To
The Additional Chief Engineer (WRD),
WAPCOS Limited,

Subject: Litigation History, Liquidated Damages, Disqualification for -----(Name of Work/Project)

It is hereby declared that our firm (Name of firm with address-----) neither disqualified, nor have any Litigation history and no Liquidated Damage imposed on the firm by any Department.

Yours faithfully,

(Signature, name
and designation of the
Authorized signatory)

Date:

Place:

Name and seal of Bidder

LITIGATION HISTORTY

Subject: Tenderer should provide information as per this Performa for the firm/company on any history of litigation or arbitration resulting from contracts executed in the last 5 years ending 31.03.2021 or currently in execution.

1. ARBITRATION CASES

Year	Name of work	Name and address of Client	Cause of litigation and matter in dispute	Disputed amount in Rs.	Actual Award amount in

2. COURT CASES

Year	Name of work	Name and address of Client	Cause of litigation and matter in dispute	Name of court	If judgment given whether for or against the Tenderer

3. Information Regarding Current Litigation, Debarring / Expelling of Tenderer or Abandonment of Work by Tenderer.

- a) i) Has the Bidder consistent history of Litigation.....Yes/No
ii) If yes, give details:
- b) i) Has the Bidder been debarred/ expelled by any Agency in J&K state /India, during the last 5 years on the date of application except on account of reasons other than non- performance, Yes/No
ii) If yes, give details:
- c) i) Has the Bidder abandoned any contract work during the last 3 years...Yes/No
ii) If yes, give details:
- d) i) Has the Bidder been declared bankrupt during the last 3 years...Yes/No
ii) (If yes, give details, including present status:

e) i) Has the Bidder been debarred by client or by any Department... Yes/No ii) If yes, give details:

Note: i) Separate sheet may be used for giving detailed information.

If any information in this schedule is found to be incorrect or concealed, pre-
Qualification of bidder will be summarily rejected.

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized signatory)

Place:

Name and seal of Bidder

FORM-K

UNDERTAKING CUM SELF CERTIFICATION FOR TECHNOLOGY

We M/s _____ hereby affirm to the best of the knowledge and belief, the technology suggested in our bid is operational in _____ (No of location) locations for _____ years as described below:

Plant 1:

Name of Project technology:

Nature of the project(s):

Date of Commissioning:

Location:

Duration of successful Operation:

Plant 2:

Name of Project technology:

Nature of the project(s):

Date of Commissioning:

Location:

Duration of successful Operation:

Other plants:

Name of Project technology:

Nature of the project(s):

Date of Commissioning:

Location:

Duration of successful Operation:

Your Faithfully,

Signature, Name and Designation of the
Authorized signatory

Date:

Place:

SECTION V

ANNEXURES

ANNEXURE I
FORM OF PERFORMANCE GUARANTEE

WAPCOS Limited,
76-C, Sector 18, Institutional Area
Gurgaon, Haryana-122015

In consideration of _____ (Authority's name) (hereinafter referred to as "the Authority") which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to (Agency's name & address) (hereinafter referred to as "the Agency" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Authority's Notification of Award No. _____ dt. and the same having been unequivocally accepted by the Agency, resulting in to a contract valued at Rs. (Rupees _____ only) for _____ (name of work) (hereinafter called "the contract") and the Agency having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to Rs. _____ (Rupees _____ only)

We, _____ (name & address of bank) (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Authority, on demand any or, all monies payable by the Agency to the extent of Rs. (Rupees only) as aforesaid at any time upto _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Agency or court. Any such demand made by the Authority on the bank shall be conclusive and binding notwithstanding any difference between the Authority and the Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Authority and further agrees that the guarantee herein contained shall continue to be enforceable till the Authority discharges this guarantee.

We the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Agency and accordingly discharges the guarantee.

The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from, time to time to extend the time for performance of the Contract by the Agency. The Authority shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Agency and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Authority and the Agency or any other course or remedy or security available to the Authority. The bank shall not be released of its obligations under these presents by any

exercise by the Authority of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Authority or any other indulgence shown by the Authority or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank. The guarantee shall not be affected by a change in the constitution of the bank or of the Authority.

The bank also agrees that the Authority at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Agency and notwithstanding any security or other guarantee that the Authority may have in relation to the Agency's liabilities.

We The Said Bank do hereby declare that we have absolute and unconditional power to issue this guarantee in your favour under the Memorandum and Articles of Association or such other constitutional documents of the Bank and the undersigned have full power to execute this guarantee under the Power of Attorney / Post Approval Authorization dated of the bank granted to him / us by the Bank. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the powers of the bank or its officials and the guarantee shall be deemed to have been issued as if the bank and its officials have all the powers and authorization to give this guarantee on behalf of the bank.

We the said bank do hereby certify the genuineness and appropriateness of the Stamp paper and stamp value used for issuing the guarantee. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the stamp paper or its stamp value.

We the said bank do hereby declare that our payments hereunder shall be made to you, free and clear of and without and deduction, reduction on account of any reasons including any and all present and future taxes, levies, charges of withholding whatsoever imposed or collected with respect thereto.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only) and it shall remain in force upto and including _____ and shall be extended from time to time for such period as may be desired by M/s WAPCOS Limited to whom this bank guarantee has been given.

Notwithstanding anything contained herein

- i) Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____ only);
- ii) This bank guarantee shall be valid upto _____;
and
- iii) our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee, only and only if you serve upon us a written claim or demand in terms of the guarantee on or before _____ (**indicate a date twelve month after validity of Guarantee**)

Dated this _____ day of _____ at New Delhi.

Annexure II - Form of Bank Guarantee for EMD

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref.....

Bank Guarantee No.....

Date.....

To
WAPCOS Limited,
76-C, Sector 18, Institutional Area
Gurgaon, Haryana-122015

Dear Sirs,

1. In accordance with Invitation to Bid under your Specification No.....
M/s..... having its Registered/Head Office at..... (hereinafter called the 'Bidder') wish to participate in the said Bid or..... and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid uptoon behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.
2. We, the Bank at (local address) having our Head office at guarantee and undertake to pay immediately on demand by WAPCOS Limited, A Government of India Undertaking, the amount..... of (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.
3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s)/Service Provider(s).
4. Notwithstanding anything contained hereinabove:
 - (1) Our liability under this guarantee is restricted to Rs. (in words & figures).
 - (2) This Bank Guarantee will be valid upto; and
 - (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS

.....
(Signature) (Signature)

.....
(Name)(Name)

.....
(Official Address)(Designation with Bank Stamp)

Attorney as per Power of Attorney No.....Dated.....

Annexure III - Non-Disclosure Agreement
(To be executed on ₹ 100 stamp paper)

This Non-Disclosure Agreement ("Agreement") is executed on _____ day of _____ 2022 ("Effective Date"), by and between:

WAPCOS Limited or WAPCOS, having its office at Plot No: 76-C, Institutional Area, Sector-18, Gurugram – 122015 (HARYANA), (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context and meaning include its successors, administrators and assigns) of the ONE PART;

AND

_____, a Company duly registered under the Companies Act 1956 / 2013, through its authorized representative [Name] holding the designation [Designation], having its registered office at [address], (hereinafter referred to as the "**Bidder**" which expression shall, unless repugnant to the context and meaning, include its successors, administrators, executors, attorneys, agents and assigns) of the OTHER PART.

WHEREAS:

- A. The Bidder is desirous of bidding for Bid No _____ covering "[Insert name of tender _____]" (hereinafter called the said 'TENDER DOCUMENT ') issued by the Authority.
- B. The Bidder is aware and confirms that the Authority's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Authority in the TENDER DOCUMENT documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Authority.

NOW THEREFORE,

In consideration of disclosure of confidential information, and in order to ensure the Authority's grant to the Bidder of specific access to Authority's confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Authority shall include without limitation, any and all information in written, representational, electronic, verbal or other form, whether or not expressly marked as "Confidential", relating directly or indirectly to inventions, processes, products, methodologies, algorithms, risk matrices, thresholds, parameters, reports, data, models, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies, operating techniques, source codes, object codes, "know how", drawings, designs, patents,

copyright, trademarks, trade secrets, unpublished records and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Authority.

2. Subject to clause 11 of this Agreement, it is hereby agreed by the Bidder that this Agreement shall apply in perpetuity and shall survive the termination of any other contract, agreement, arrangement or understanding entered into by or executed between the Authority and the Bidder.
3. Confidential Information does not include information which:
 - a. the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - b. information in the public domain as a matter of law;
 - c. is obtained by the Bidder from a third party without any obligation of confidentiality;
 - d. the Bidder is required to disclose by order of a competent court or regulatory authority;
 - e. is released from confidentiality with the written consent of the Authority.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

4. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event the degree of confidentiality shall be less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:
 - a. to maintain and use the Confidential Information only for the purposes of bidding for this TENDER DOCUMENT and thereafter only as expressly permitted herein;
 - b. to only make copies as specifically authorized by the prior written consent of the Authority and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - c. to restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, provided such employees, agents and representatives have duly executed a Non-Disclosure Agreement with the Bidder, to maintain confidentiality of the Confidential Information disclosed to them; and
 - d. to treat Confidential Information as confidential unless and until Authority expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
5. The Bidder agrees to indemnify the Authority against any and all losses, damages, claims, or expenses incurred or suffered by the Authority as a result of the Bidder's breach of this Agreement.
6. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Authority or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Authority while on or off premises of the Authority. It is understood that it would be impractical for the Authority to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information. Therefore, the Bidder undertakes that it shall be liable for any and all unauthorized access to and

disclosure of Confidential Information by any of its employees, agents and / or representatives.

7. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
8. The Bidder agrees that upon termination/expiry of this Agreement or at any time during its term, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
9. Confidential Information shall at all times remain the sole and exclusive property of the Authority. Upon completion of the Tendering process and/or termination of the contract or at any time during its term, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Authority. Without prejudice to the above the Bidder shall promptly certify to the Authority, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Authority in respect of the Confidential Information.
10. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall notify the Authority within 24 hours and render best effort assistance to the Authority to enable the Authority to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this TENDER DOCUMENT without the prior written consent of the Authority. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.
11. The Bidder covenants and agrees that, during the term of its engagement with the Authority and for twelve (12) months after the termination thereof, regardless of the reason for the termination, the Bidder shall not, directly or indirectly, represent any entity or authority engaged in same or substantially similar nature of work as that of the Authority, anywhere in the world, for any work which is similar to the Bidder's scope of work as provided by the Authority.
12. This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India. The Recipient in the provision of its services under the contract shall be governed at all times by the provisions of Ayushman Bharat (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 and the regulations framed there under as amended from time to time. Notwithstanding anything contained therein, if the Recipient contravenes any provisions of Ayushman Bharat Act, 2016 and the Regulations framed thereunder, as applicable to the services rendered under the TENDER DOCUMENT and / or this Agreement, the Recipient shall be liable to applicable penal provisions prescribed therein, in addition to, the penalties/provisions provided in this Agreement.
13. The Bidder understands and acknowledges that any disclosure or misappropriation of any of the

Confidential Information in violation of this Agreement may cause the Authority irreparable damage, the amount of which may be difficult to ascertain and, therefore, agrees that the Authority shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Authority shall deem appropriate. Such right of the Authority shall be in addition to Remedies otherwise available to the Authority at law or in equity.

For and on behalf of:

For Authority
(Authorised Signatory Office Seal:)

Name:
Designation:
Date:
Place:

For Bidder
(Authorised Signatory Office Seal:)

Name:
Designation:
Date:
Place:

ANNEXURE IV SAFETY CODES

1.1 The purpose of the present document is to outline the minimum safety requirements applicable to personnel, equipment and facilities during erection, pre- commissioning and commissioning activities of OWNER / CONSULTANT Construction Sites. Constructing safe structure and providing safe working environment to the personnel is a vital factor in successful construction business. Safety and health are as much as part of effective project planning and control as the cost, schedules, procurement and quality. Indeed, they are all closely interrelated. Productivity, safety and quality can move forward in close proximity.

1.2 OBJECTIVES

OWNER/CONSULTANT Site Management has following main objectives regarding safety at site.

- a) No Accident
- b) To make the environment safe
- c) No harm to people
- d) Safety is everyone's responsibility
- e) To make the job safe

2.0 GENERAL

2.1 These rules do not exempt the Contractor from statutory Health, Safety and Environmental duties but are intended to assist in attaining a high standard of compliance with those duties, in order to provide a safe and healthy working environment.

2.2 OWNER/CONSULTANT will assist Contractors in any practical way to facilitate safe working, and requires full co-operation in observing these rules.

2.3 The rules for Health and Safety specified herein are in no way intended to relieve the Contractor from any obligation or liability under the Contract, nor is it intended to relieve the Contractor of any of his legal obligations for the avoidance of accidents.

2.4 In all matters arising in the performance of the Contract, the Contractor shall conform with all Statutory Regulations and By-Laws made with statutory authority by Government Departments or by Local or other Authorities that shall be applicable to the Works.

2.5 The Contractor, in the performance of the Contract, shall not endanger the safety or unlawfully interfere with the convenience of the public in any manner.

- 2.6 The Contractor's representative on Site shall communicate details of these rules for Health, Safety and Environment to all Contractors' employees and to all Subcontractors and Subcontractors' employees employed on the Site.
- 2.7 The requirements of the Client/Owner's existing Site Rules/Regulations form part of the Contract and in the case of conflict between the OWNER/CONSULTANT'S rules, the highest standard shall be applied.
- 2.8 At the tender stage OWNER/CONSULTANT will require to see a copy of the Contractor's policy, organization and arrangements for the Health and Safety at Work. The Contractor shall have submitted complete documents Health and Safety Questionnaire. Contractor shall deploy safety officer of adequate experience at each work site or during each shift including Sunday/holiday with approval of EIC/Owner.

3.0 SITE HEALTH, SAFETY AND ENVIRONMENT INDUCTION

- 3.1 All personnel shall receive OWNER/CONSULTANT and Contractors' site Health, Safety and Environment induction before they commence work on site. The induction shall comprise information on the various hazards which they may come into contact with, instructions on the site emergency procedures, warning and alarm systems, and permit to work system, first aid locations, welfare facilities, access routes and project specific rules.
- 3.2 It is the responsibility of the Contractor to familiarize all new personnel to the Project on the actual location of muster points, fire alarm points, first aid stations and the like.

4.0 DEMARCATION

- 4.1 Construction personnel are restricted to the construction areas shown on the Contract Drawings. Any personnel found on/in or interfering with the existing works/plant, without permission, will be dismissed from site. Any work outside of these areas may only be carried out with the written agreement of OWNER/CONSULTANT.

Before any work is started on the site, the Contractor's representative shall report to OWNER/CONSULTANT, who will confirm to the Contractor's representative, the limits of the working area(s) and shall be informed of any special requirements appertaining thereto.

5.0 ACCESS TO THE CLIENT'S FACILITIES/BUILDINGS

- 5.1 The Client's Facilities, including the canteen/cafeteria and toilets shall not be used by Construction Personnel.

- 5.2 Construction Personnel shall not enter any of the Owner's building unless escorted by a member of the OWNER/CONSULTANT'S staff (or working with prior agreement to Owner's Permit to Work System).

6.0 BEHAVIOR ON SITE

- 6.1 All Contractors' personnel shall treat everyone with respect and will refrain from any sexually suggestive or abusive comments or behavior.

7.0 SMOKING, EATING AND DRINKING

- 7.1 Smoking, eating and drinking is allowed in designated areas.

8.0 DRUGS AND ALCOHOL

- 8.1 The possession or use of illicit drugs and alcohol on site is not permitted. Anyone who is found, or suspected to be, under the influence of either will be removed from site (subject to the Contractors' disciplinary procedure).
- 8.2 Anyone taking prescriptive drugs shall advise their employer, in particular those drugs that may impair their performance. Their employer may make arrangements to assign them to more suitable work, but shall ensure that the OWNER/CONSULTANT Construction manager is informed without delay.

9.0 PERMIT TO WORK SYSTEM

- 9.1 All construction works will be carried out under a permit to work system. It is designed to protect personnel and plant and consists of an organized and predefined safety procedure. It forms a clear record of all foreseeable hazards which have been considered in advance of construction operations.
- 9.2 The identities of the permit "Issuing Authority" will be OWNER and the "Permit Acceptor" will be the Contractor.
- 9.3 The following types of permits will be issued:
- Clearance Certificate - all other permits are invalid without this Certificate, (this certificate can be used for general work).
 - Excavations Work Permit.
 - Working at Height work Permit.
 - Road Closure Work Permit.
- 9.4 Written requests for permits must be submitted to Owner at least twenty-four hours in advance and the permits will be issued daily. Permits shall be given to Safety

Officers of the contractor, by representatives authorized by Owner in approved formats.

10.0 ACCESS, SITE PASSES AND SECURITY

10.1 Passes

All personnel and vehicles shall enter and leave the site via the entrance authorized for construction personnel and traffic. Contractors' employees shall not enter any part of the site other than for the purpose of carrying out the Works. All personnel shall be issued with a site pass. The site pass must be carried (or displayed on the pass holder's lapel) at all times. Details of all personnel requiring site passes shall be submitted to OWNER/CONSULTANT at least seven working days in advance of the planned start-on-site date. Site passes shall be submitted for inspection on entering or leaving the site, or when requested for inspection by OWNER / CONSULTANT or Security.

Loss of site passes must be reported immediately to Owner/Consultant. Lack of a site pass may mean delay at the site entrance. Owner/Consultant shall not accept any responsibility for lost time or costs incurred.

On completion of their assignment, or termination or their employment, all personnel will return their site pass to Owner or Owner representative/ Owner authorized personal.

10.2 Security

The security of Contractor's plant, tools, equipment, materials (including free issue materials properly handed-over by Owner/Consultant) are the responsibility of the Contractor. It is the Contractor's responsibility to satisfy themselves that the security arrangements in existence on the site are adequate. The Contractor shall provide any other security measure that he deems necessary for the control and security of Contractor owned equipment and plant, including for free-issue plant and materials, both within the site establishment area and the working areas on the site.

Owner accepts no liability for any loss, damage or deterioration to the Contractor's plant tools equipment and materials.

Owner reserves the right to search at random all personnel, any Contractor's employee, or employees of its servants, agents, Contractors or any vehicle entering or leaving the site. Any package or container being taken into or out of the site may be opened and inspected by security staff or any other persons authorized by Owner/Consultant to make such a search or inspection.

It is the Contractor's obligation and responsibility to ensure that OWNER / CONSULTANT right to search and inspect persons and property, extends to and is brought to the attention of all his personnel.

Personnel shall give all possible assistance and make available any facilities required to assist OWNER/CONSULTANT and the Police in pursuance of the prosecution of any person(s) responsible for alleged malicious damage or loss to the Works or existing installations.

Owner shall not accept any responsibility for the loss or damage of personal effects. The security and safekeeping of personal effects is the responsibility of each individual.

- 10.3 Construction personnel will not be admitted to the Construction Areas unless they have undergone Owner/ Consultant's induction, and received a security pass. **No Induction, No Pass, No Access to the Site**
- 10.4 OWNER/CONSULTANT reserves the right to deny access to the Construction Site/Areas and/or the Construction Car parks to any person, or vehicle.
- 10.5 Individuals may be excluded from and refused future entry to the Site and/or Construction Areas for any breach of Safety or Security Rules, or exceeding the speed limit (20 mph on roads leading to the site off the public highway and 5 mph in the construction area).
- 10.6 No plant/skips waste or materials may leave the Construction Area without the clearance of OWNER/CONSULTANT.
- 10.7 The taking of photographs on the site is prohibited.
- 10.8 Vehicles with children under the age of 16 years or animals onboard will not be allowed access.
- 10.9 Visitors will only be allowed by appointment (two days' notice to OWNER/CONSULTANT is required). Visitors shall be accompanied by a member of the Contractor's team (who has received Health, Safety and Environment Induction) at all times. The visitor will have to obtain a visitor's pass, and be collected from and returned to the main gate.
- 10.10 Each Contractor will keep a daily register of who is on site. The register will record name, pass number, time-in and time-out (records on time-clocks will not be permitted). This information shall be used to check personnel (role call) in the event of an emergency
- 11.0 PARKING, DELIVERIES AND VEHICLE PASSES**
- 11.1 Contractors' personnel shall not be allowed to park any vehicle on the main car park or site.

All contractors shall park in the Contractors' Temporary Car Park.

- 11.2 The Contractor shall arrange transport between the parking area(s), the main site gate and the Contractor's establishment and working areas if judged to be necessary.
- 11.3 Vehicles used solely for transporting of tools and equipment may be allowed access to the working area(s) for unloading/loading only.
- 11.4 Owners of vehicles parked illegally will have their car pass taken off them and told to remove the vehicle from site. They may have their site pass withdrawn and be refused further access to the Construction Site.
- 11.5 The Construction Areas will be restricted to construction plant and delivery vehicles.
- 11.6 The speed limit on site is 10 mph on the approach roads leading to the site off the public highway and 5 mph on the construction areas.

12.0 SITE OPENING AND CLOSING TIMES

- 12.1 The site will be open from 8.00am to 6.00pm Monday to Saturday. Work outside the agreed normal working hours will be by agreement with Owner (subject to two working days 'notice). All applications for out of hour working will identify the scope of work, supervision arrangements and a list of personnel.

13.0 SITE SUPERVISION

- 13.1 The Contractor must ensure that an employee of suitable seniority and authority, with responsibility for Health and Safety, is always present on site during the course of the works, to supervise and direct the Works and to receive and implement instructions from OWNER/CONSULTANT. Seven days before commencing works on site, the Contractor must notify OWNER/CONSULTANT of the name of that employee.
- 13.2 All supervisory staff shall be made aware of their responsibilities for safety.

14.0 TRAINING, COMPETENCE OF EMPLOYEES AND NOTIFICATION OF HAZARDS

- 14.1 Each Contractor must ensure that all his supervision and employees have had adequate safety training and are experienced to carry out their work safely, prior to starting on site. Training should be continuous throughout a project and should include regular toolbox discussions, (on site briefings at the start of each working day/shift).

To this end, the Contractor must also ensure that specific hazards likely to be experienced on the Site, whether notified to them or discovered by them, are

notified to their workforce together with any precautions to be taken and local rules to be observed. Similarly, such hazards should be notified to their Subcontractors and, where discovered by them, to OWNER/CONSULTANT.

- 14.2 Where particularly severe or unusual hazards may arise on site, OWNER/CONSULTANT reserves the right at no additional cost to request Contractors' employees to attend special safety training and instruction sessions, whether carried out on site or externally. OWNER/CONSULTANT also requires Contractors' employees to undergo specified induction safety training. These aspects should be checked prior to submission of Tenders or execution of the works.

SECTION – VI

SCOPE OF WORK & TECHNICAL SPECIFICATIONS

FSTP PLANTS TO BE SETTED UP OF DIFFERENT CAPACITIES AS PER FOLLOWING SCHEDULES

SL.NO	CAPACITY	TECHNOLOGY
1.	5 KLD	Green Thermal
2.	10 KLD	Green Thermal
3.	15 KLD	Green Thermal
4.	20 KLD	Green Thermal
5.	25 KLD	Green Thermal
6.	30 KLD	Green Thermal
7.	35 KLD	Green Thermal
8.	40 KLD	Green Thermal
9.	45 KLD	Green Thermal
10.	50 KLD	Green Thermal

Section 1

Introduction

1.1 Background

Over the last six years, the Swachh Bharat Mission has been able to build over 72 lakh toilets in urban India, and nearly 8.4 crore toilets in rural India. Thus, the faecal sludge and septage management (FSSM) in India should be immediately addressed considering the quantity of faecal sludge and septage and their impacts on human health and environment. Reasons for ineffective faecal sludge and septage management include the following:

- 1) **Improper Construction:** Toilets are frequently built according to local customs and do not meet ISO standards.
- 2) **Poor Disposal:** Septage is deposited in drains and open areas, causing significant health and environmental dangers.
- 3) **Inadequate Disposal Service:** Some areas have desludging equipment or private players, but the supply of desludging services is not adequate.
- 4) **Lack of Data:** There is limited information on types and quantities of toilets and wastewater treatment systems and practices nationwide in rural areas.

Impact of Poor FSSM:

- 1) Septage contains constituents that may result in unpleasant odours, risk to public health and serious environmental hazards.
- 2) Disposal of septage into a water body could result in depletion of oxygen and endanger the aquatic organisms in the surface waters.
- 3) The other health hazard are on account of the pathogens such as high E.coli contamination even in Open Defecation Free (ODF) states.
- 4) A 5 m³ truck of faecal sludge dumped into the open is the equivalent of 5000 people defecating into the open.

1.2 Necessity of FSTP

- a) FSSM includes the safe storage, collection, transport, treatment and end-use or disposal of faecal sludge and septage.
- b) On-site systems are widely prevalent in India and regular collection and adequate treatment of waste from on-site systems is the need of the hour.
- c) FSSM systems are significantly cheaper than sewerage systems and much faster to deploy.
- d) Expanding sewer networks is a very long-term and expensive process; complementing sewerage systems with FSSM systems could potentially enable us to achieve 100% sanitation sooner.

Section 2

FSTP System

In the absence of additional treatment modules, with only pits and septic tanks as a collection and treatment module for faecal sludge management; the collected faecal sludge is disposed of on farm lands, forest land, or water bodies without any treatment. Thus, the faecal sludge needs to be treated before it can be safely disposed or used.

2.1 Faecal Sludge and Septage Characteristics

The characteristics of faecal sludge vary greatly depending on the type of pit, the period between emptyings, as well as procedures, storage period in the pit or tank, and other factors. In general, due to longer durations, sludge from households' pits or septic tanks is more stabilised than faecal sludge from public toilets, which is less digested or stabilised. Because sludge from pits has been held for a shorter period of time than sludge from septic tanks, it is less stabilised than sludge from septic tanks. The following faecal sludge and septage characteristics shall be assumed for the design of FSTP.

Table 1 Faecal sludge and septage characteristics

Sr. No.	Description	Quality
1	Product Handled	Septage
2	Feed temperature	Ambient 15°C to 30°C
3	Solids %	2% - 5%
4	BOD	2,000 ~ 25,000 mg/L
5	COD	20,000 ~ 50,000 mg/L

In general, faecal sludge is substantially more concentrated than municipal wastewater (10-100 times higher contents of organic pollutants and suspended solids). Because of the organic carbon, nitrogen, phosphorus, and pathogens in the effluent, faecal sludge in pits or septic tanks discarded without sufficient treatment is a cause of concern.

2.2 Treatment Concept for Green Thermal Treatment

Primarily, there are two broad categories of technologies available for the faecal sludge and septage management (FSSM) i.e. biological treatment and thermal treatment. The biological treatment is bio-methanation based treatment with pre-and post-treatment for solid and liquid handling. In the biological treatment, treatment of solids requires an additional footprint as well as more time for the complete removal of pathogens. The thermal treatment involves thermal decomposition of solids at elevated temperatures which kills the pathogens and makes the end products biosafe followed by effluent treatment. The thermal treatment has several advantages over biological treatment including lower area requirement, higher treatment

efficiency, highly efficient for the removal of pathogens, adaptable to variable climatic conditions, ease of operation and maintenance, reliable and robust, energy neutral, modular systems, etc.

The treatment stages and key-components in the green thermal system are as follows:

Table 2 Detailed stages and key-components in the treatment process

Sr. No.	Stages	Components
1	Receipt, Screening and storage tank	Septage screening and septage storage tank
2	Solid Liquid Separation	Dewatering system for solid liquid separation
3	Liquid treatment	Secondary and tertiary treatment for effluent treatment
4	Treatment of solids	Thermal treatment

Flow diagram of the treatment process is shown below.

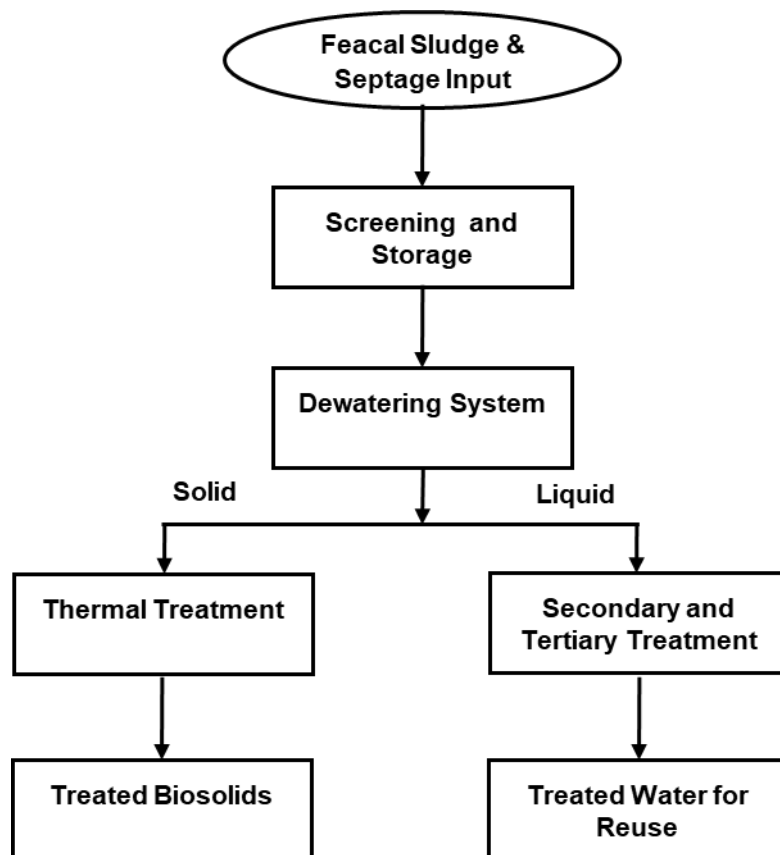


Figure 1: Flow diagram of the treatment process

The overall working process flow of the above scheme is described below:

Screening and Storage: The septage is transferred through a pipe from the vehicle to receiving chamber with a screening unit/grit chamber where solid waste and inorganic solids such as fabric, plastic, slit, sand, and other materials from faecal sludge are separated by physical separation in order to avoid clogging of further treatment modules in the system. From the screening, septage flows into the storage tank.

Dewatering System: From the storage tank, the septage is pumped into the dewatering system where solids would be separated during the solid-liquid separation and passed to the thermal treatment. The dewatered effluent travels to the effluent treatment plant.

Green Thermal Treatment: The thermal treatment involves thermal decomposition of dewatered solids at elevated temperatures which kills the pathogens and make the end products biosafe followed by effluent treatment powered by solar panels and requisite storage.

Given the global focus on reducing the effects of climate change, developing a project that focuses on sustainability is vital. The green thermal FSTP can run entirely on renewable energy, using solar & storage which ensures the zero carbon footprint of the whole plant. The entire FSTP facility including plant lighting will run on the electricity generated by solar power and an adequate solar and storage system needs to be installed for the full load of FSTP and one day autonomy.

The application of treated biosolids to soil is an effective mechanism for carbon-capture and climate change mitigation, preventing carbon from entering the atmosphere as a gaseous emission.

Liquid Treatment: The liquid from the dewatering unit could be treated using secondary treatment followed by the tertiary treatment. This treated water could be used for reuse purposes including gardening, agricultural irrigation, etc.

The following criteria should be followed for designing FSTP:

1. The FSTP should perform to its design capacity all through year.
2. The operation and maintenance of the FSTP should be simple.
3. The FSTP should be with low footprint.
4. The treatment time should be less.
5. The by-products from the FSTP should be reused.

Treatment Key Performance Indicators: The bidder shall guarantee for following discharge characteristics:

For treated effluent: The characteristics for treated effluent from FSTP are as follows (NGT order 2019):

Table 3 Characteristics for treated effluent from FSTP

Sr. No.	Parameters	Values
1	p ^H	5.5-9
2	Biochemical Oxygen Demand (BOD) at 5 days (mg/L)	<10
3	Chemical Oxygen Demand (COD) (mg/L)	<50
4	Total Suspended Solids (mg/L)	<20
5	Fecal coliform (MPN) per 100 mL	<100
6	Total Nitrogen (mg/L)	<10

For treated biosolids/sludge: For treated biosolids/sludge to be used as a fertilizer, it should satisfy the following criteria of Class A Bio-solids of US EPA (CEPT, 2015).

Table 4 Characteristics for treated effluent from FSTP

Sr. No.	Parameters	Values
1	Faecal coliform	< 1000 MPN/g total dry solids
2	Salmonella sp.	< 3 MPN/ 4 g of total dry solids
3	Helminth egg	< 1/g total solids
4	E. coli	1000/g total solids

Section 3

Operation and Maintenance of FSTP

To keep the system in functioning order, it will need to be maintained and refurbished on a regular basis. The system's stability and integrity should be monitored on a regular basis to discover any faults and, if necessary, take corrective action. Regular inspection and documentation of performance for symptoms of deterioration, as well as servicing and part replacement, should be carried out.

3.1 Personnel Requirement for O&M

The bidder shall provide required personnel for all operations and maintenance work. In performing operation and maintenance work, the staff should have adequate qualifications and sufficient experience. The personnel requirement for O&M is as follows:

- a) 1 Site In charge,
- b) 1 Operator,
- c) 2 helper per shift

3.2 O&M Activities at the FSTP

The site supervisor is responsible for following activities:

- 1) FSS loading in screening chamber on working days (preferably 6 days in a week).
- 2) Removal of floating materials and other wastes from screening chamber to ensure that floating material and debris are removed
- 3) Maintaining the cleanliness of the office and the site (daily). The site should be kept clean, and the access road should be clear of obstacles.
- 4) Inspection chambers must be checked daily. Check to see if the drain is clear and water is flowing smoothly.

The operator is responsible for following activities:

- 1) Analyses of treated liquid and treated sludge by a certified laboratory on monthly basis. Analyses of various physicochemical and microbiological parameters in samples collected from various places throughout the system.
- 2) Examining the final effluent. To inspect the treated wastewater disposal point.

Operators of vacuum trucks are also in charge of loading FSS into the screening chamber.

3.3 Operations Plan

1. Collection and Conveyance

Local authority (LA) will regulate and oversee waste collection through local collection partners. Collection partners will deliver the emptied waste to the FSTP. The formalization of collection partners will be the responsibility of local authority. The collection and transport of faecal sludge and septage to the treatment plant will be responsibility of local authority. The role of the bidder will be in the treatment of faecal sludge and septage once received at the treatment plant.

(A) Role of the Local Authority (LA)

1. Any complaints raised by households about the quality of service provided by the empanelled collection partners must be addressed by the local authority (LA). The LA will have the authority to impose penalties on the private collection partners and, in the worst-case scenario, to revoke the operator's licence and seek new collection partners.
2. The LA shall make it mandatory for every residence inside the town limits to desludge their onsite containment units once every three years in the specified region. If this does not happen, the household would be fined for certain amount every month. In the event of a grievance, the receipt of desludging must be submitted as proof.
3. The LA will regulate the desludging service's operations in terms of collection partner safety, service quality, financial transactions, and faecal sludge disposal. If a violation is discovered, the LA will take appropriate action against the collection partner.
4. In addition to the empanelled private collection partner, the LA can issue a licence to any new private collection operators that are interested. This will be done in order to keep competition alive and give a higher level of service to the households. Certain conditions, however, must be met before a licence can be issued.

(B) Role of Collection Partner

1. Provide a domestic desludging service.
2. Dispose of the faecal sludge collected at treatment plants.
3. Maintain a database of desludged households and report their status to LA on a quarterly basis.

2. Treatment and Reuse

Certain performance targets must be met by the plant operator. Payments will be provided based on the overall performance of the awarded company. After receiving certification from statutory organisations, the plant operator is allowed to market the end products. The proceeds of the transaction will be a source of additional money for the plant's operator.

(A) Role of the Local Authority (LA)

- 1) LA will monitor the FSTP's operations and infrastructure, as well as the plant operator's performance.

- 2) On a quarterly basis, the LA must document the treatment plant's efficiency and submit it to the pollution control board for the statutory filings.
- 3) LA shall conduct a timely technical review of the plant's performance and make any necessary changes to the design and operation to improve efficiency.

(B) Role of Plant Operator

- 1) The plant operator is responsible for operating and maintaining the system according to the design instructions.
- 2) Every month, the plant operator must test the end products and provide a report to LA on the plant's performance.
- 3) The plant operator must educate desludging operators about the treatment plant and can provide incentives for them to dispose in the facility.
- 4) The plant operator must obtain the necessary approvals for the sale of end products and then sell and advertise them to interested stakeholder groups.

3.4 Formalization of Collection Partners

Mostly, the faecal sludge is disposed at undesignated locations and water bodies. In addition, residents are unaware of the importance of desludging septic tanks and pits at regular intervals. Furthermore, there are hazards to one's health as a result of improper waste disposal. Thus, the faecal sludge needs to be treated before it can be safely disposed or used.

The LA should regulate the dumping of faecal sludge collected from pits and septic tanks. In order to regulate the disposal of faecal sludge, the formalisation of private desludging collection partners should be carried out.

Currently, there are no provisions for the formalisation of private desludging collection partners or service providers. Therefore, such provision should be made.

Operational Details

The operational features on the formalisation of private desludging collection partners are highlighted in this section. The following actions should be taken:

1. Disposal of faecal sludge in any non-designated location is illegal and will result in legal action, a fine, or the cancellation of an operations licence.
2. In the case of dumping of septage on farmland, prior notification to the LA is required.
3. All collected sludge will be disposed of at the proposed FSTP.
4. Identifying and summoning private desludging service providers collection partners to register/license with LA by completing a registration form and paying a licencing fee.
5. The collection partners will be issued a licence that will need to be renewed every three years.

6. Any private collection service provider who is not registered with the LA or who does not have a licence to desludge shall be prohibited from desludging at the household/property level within the LA's premises.

3.5 Project Monitoring

Project monitoring shall be done in the following stages:

1. Project kick-off meeting
2. Monthly reports during construction
3. Quarterly report after construction

Section 4

Scope of Work

Scope of Work for Bidder:

- a) To design and set up Faecal Sludge Treatment Plants of a given capacity for the treatment of faecal sludge & septage, including the design, supply, and installation of essential plant machinery and equipment, as well as the construction of particular plant infrastructure.
- b) Project completion period is 6 months from date of award of work.
- c) The construction includes the civil works along with development of all support infrastructure, electromechanical, instrumentation and such other activities that are required to be carried out for putting the FSTPs in safe operations.
- d) The design and construction of structures such as treatment modules, building, receiving stations and such other things shall have to take into consideration the local conditions and to cope with the risks associated with storms, winds, flooding, etc.
- e) The FSTPs shall be designed and constructed for all-weather operation.
- f) All the electrical Components manufactured by bidder / it's manufacturer shall be "CE" Certified and Bidder shall submit "CE" Certificate of each component at time of delivery at the site & at the time of submission of invoice.
- g) To install and operate bore wells at the FSTPs and it includes re-boring, in case of failure of water source.
- h) To develop storage facility at the Project Site for septage & sludge received and treated;
- i) The support infrastructure shall include the following:
 - i. Reception area with toilet and washroom;
 - ii. Operator room with toilet and washroom;
 - iii. Required roads within FSTP premises;
 - iv. Compound wall above ground level;
 - v. Faecal Sludge receiving platform;
 - vi. Facility to store bio-solids as needed;
 - vii. Provision for rain water harvesting (if needed); and
 - viii. To develop such other support infrastructure as incidental to the activities.
 - ix. To install and operate atleast 2 (two) CCTV Cameras

Scope of Local Authority:

- a) To provide land for setting up the FSTP. The land should have access for desludging vehicles.
- b) To ensure collection and transport of septage to the FSTP

- c) To provide suitable discharge points for treated water. The excess treated water will be disposed into the nearby water body or discharge point outside the premises of FSTP. Such arrangement shall be made by the local authority.
- d) To provide necessary approvals for the FSTP setup
- e) Provision of electricity and water connection during civil construction of FSTP and provision of electrical line connection upto FSTP site point and beyond this point, vendor shall makeup electrical connections required for FSTP plant.

Conceptual Flow Diagram:

Structural drawings should be prepared after the allocation of land. The sizing shall be carried out based on the optimum parameters for treatment efficiency and available footprint.

The conceptual flow diagram of green thermal treatment based FSTP is given below:

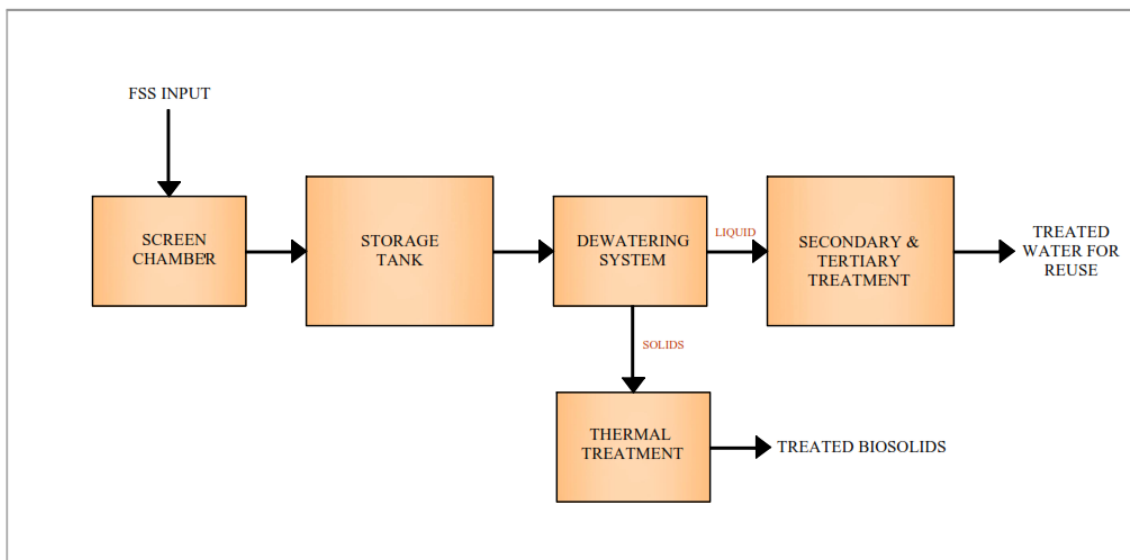


Figure 2 Conceptual Flow Diagram of Thermal Treatment Based FSTP

FINANCIAL BID

Form of Quotation

Quotation for

To,
The Additional Chief Engineer (WRD),
WAPCOS Ltd.
76-C, Institutional Area, Sector-18
Gurgaon, Haryana – 122 015.
Tel – 0124-2399431 / 2399427

I/We the undersigned, having carefully examined and understood the documents on which quotation to be based, hereby agree to carry out work on the basis of rate offered by us in the enclosed financial bid form in conformity with the specifications and terms and condition as specified in the document.

This price will remain valid for 180 (One Hundred and Eighty) days from the bid opening date. Unless and until a formal contract is prepared and executed, this quotation, together with your acceptance thereof, shall constitute a binding contract between us.

I/We undersigned, that you are not bound to accept the lowest or any quotation you may receive.

Signed this _____ day _____ 2022

Signature and seal of bidder

or Authorized representative

Name of firm :

Address of firm :

Telephone No. :

Fax No. :

E-mail :

FINANCIAL BID

S.No	DESCRIPTION	Quantity	Quoted Construction Cost (Inc All applicable taxes except GST) – (A)		O & M Charges per year for 5years (Inc All applicable taxes except GST) – (B)		Total (A) + Present Value of (B) (Inc All applicable taxes except GST)	
			(in figures)	(in words)	(in figures)	(in words)	(in figures)	(in words)
1	Construction of Green Thermal Faecal Sludge and Septage Treatment Plants of 5 KLD capacity across anywhere in India	Each						
2	Construction of Green Thermal Faecal Sludge and Septage Treatment Plants of 10 KLD capacity across anywhere in India	Each						
3	Construction of Green Thermal Faecal Sludge and Septage Treatment Plants of 15 KLD capacity across anywhere in India Each	Each						
4	Construction of Green Thermal Faecal Sludge and Septage Treatment Plants of 20 KLD capacity across anywhere in India	Each						
5	Construction of Green Thermal Faecal Sludge and Septage Treatment Plants of 25 KLD capacity across anywhere in India	Each						
6	Construction of Green Thermal Faecal Sludge and Septage	Each						

S.No	DESCRIPTION	Quantity	Quoted Construction Cost (Inc All applicable taxes except GST) – (A)		O & M Charges per year for 5years (Inc All applicable taxes except GST) – (B)		Total (A) + Present Value of (B) (Inc All applicable taxes except GST)	
			(in figures)	(in words)	(in figures)	(in words)	(in figures)	(in words)
	Treatment Plants of 30 KLD capacity across anywhere in India							
7	Construction of Green Thermal Faecal Sludge and Septage Treatment Plants of 35 KLD capacity across anywhere in India	Each						
8	Construction of Green Thermal Faecal Sludge and Septage Treatment Plants of 40 KLD capacity across anywhere in India	Each						
9	Construction of Green Thermal Faecal Sludge and Septage Treatment Plants of 45 KLD capacity across anywhere in India	Each						
10	Construction of Green Thermal Faecal Sludge and Septage Treatment Plants of 50 KLD capacity across anywhere in India	Each						

NOTES:

1. Bidders should consider scope of work as mentioned in the tender document before quoting their rates.
2. Payment shall be made on the basis of “Payment Schedule”

3. *In case of any discrepancy between the rates quoted in figures and words, then the rate quoted by the contractor in words shall be taken as correct.*
4. *The estimated cost is tentative only and may decrease or increase as per the job requirements. The rates quoted above all items by the agency should be inclusive of expenditure on manpower deployment & all other taxes etc. except GST, as applicable.*
5. *Rates of different capacity of FSTP other than capacities for which rates have been quoted will be estimated by linear interpolation between the capacities interval within which the desired capacity lies.*
6. *The O&M period is initially for 5 years and can be further extended for another 5 years on the same terms & conditions.*

*Signatures of the
Agency Or
Authorized Person
(With full name)
Name of Firm*